US Army Corps of Engineers ®
Portland District

Solicitation
W9127N26BA016

Wahkiakum County, Washington

MILLER-RICE ISLANDS PILE DIKE SYSTEM REPAIRS

Project Manual

MILLER-RICE ISLANDS PILE DIKE SYSTEM REPAIRS
WAHKIAKUM COUNTY, WASHINGTON

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SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W9127N26BA016	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL		1		109

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		568134

7. ISSUED BY CODE W9127N

W071 ENDIST PORTLAND
KO CONTRACTING DIVISION, 333 SW FIRST AVE
PORTLAND, OR 97204-3495
UNITED STATES
CHRISTOPHER BURROUGHS, EMAIL: CHRISTOPHER.D.BURROUGHS@USACE.ARMY.MIL TELEPHONE: 503-808-4910

8. ADDRESS OFFER TO

W071 ENDIST PORTLAND
KO CONTRACTING DIVISION, 333 SW FIRST AVE
PORTLAND, OR 97204-3495
UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	CHRISTOPHER BURROUGHS	503-808-4910

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

PROJECT TITLE: MILLER-RICE PILE DIKE REPAIRS
PROJECT LOCATION: COLUMBIA RIVER AT RIVER MILES (RM) 22.75, 23.07, 23.39, 23.67, 23.71, 23.81, AND 24.63 LOCATED IN WAHKIAKUM COUNTY, WASHINGTON.

LOCATION OF PERFORMANCE: COLUMBIA RIVER BETWEEN RIVER MILES 22.75 AND 24.63
MAGNITUDE OF CONSTRUCTION: $25,000,000.00 TO $100,000,000.00
NAICS: 237990 - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION , SIZE STANDARD $45M
SOCIOECONOMIC: 100% SMALL BUSINESS SET-ASIDE

11. The contractor shall begin performance within 10 calendar days and complete it within _____ calendar days after receiving

[ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See*** Section 00 73 00 - Par. K & L ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
[X] YES [ ] NO	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 11:00 AM ***(hour)*** local time 23 JUL 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee [X] is, [ ] is not required.

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

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

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT
☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

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

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

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: MILLER-RICE PILE DIKE REPAIRS

LOCATION OF PERFORMANCE: COLUMBIA RIVER BETWEEN RIVER MILES 22.75 AND 24.63 MAGNITUDE OF CONSTRUCTION: $25,000,000.00 TO $100,000,000.00 NAICS: 237990 - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION , SIZE STANDARD $45M SOCIOECONOMIC: 100% SMALL BUSINESS SET-ASIDE

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

Additional Information/Notes

CLIN Totals

Mandatory CLINS Total: _____

Optional CLINS Total: _____

Grand Total: _____

*** END OF NARRATIVE ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Mobilization and Demobilization Product Service Code: Z2QA Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Rock Placement Pile Dike 24.63 Product Service Code: Z2QA Pricing Arrangement: Firm Fixed Price	1	Job		
0003	Marker Pile installation Product Service Code: Z2QA Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0004	Rock Placement Pile Dike 23.81 Product Service Code: Z2QA Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0005	Rock Placement Pile Dike 23.71 and Connector Product Service Code: Z2QA Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 21 00 - Instructions

E-VERIFY

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

(End of provision)

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective	1984-04		

	Bidders.	
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02
52.214-34	Submission of Offers in the English Language.	1991-04
52.214-35	Submission of Offers in U.S. Currency.	1991-04
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	2014-05
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02

DFARS Provisions Incorporated by Reference

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

FAR Provisions Incorporated by Full Text

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

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

The Government contemplates award of a **Firm Fixed-Price** contract resulting from this solicitation.

(End of provision)

52.228-1	Bid Guarantee.	1996-09		

Bid Guarantee (Sept 1996)

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

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

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

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

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

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

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

(End of clause)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

Federal Acquisition Regulation: https://www.acquisition.gov/browse/index/far

Revolutionary FAR Overhaul: https://www.acquisition.gov/sites/default/files /page_file_uploads/RFO.pdf

Defense Federal Acquisition Regulation Supplement: https://www. acquisition.gov/dfars

DFARS Class Deviations: https://www.acq.osd.mil/dpap/dars/class_deviations.html

Army Federal Acquisition Regulation Supplement: https://www. acquisition.gov/afars

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any **(DFARS)(48 CFR Chapter 2)** provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: **CMMC Level 1 (Self)**. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

Section 00 21 13 - Instructions to Bidders

BIDDER INQUIRIES

All inquiries regarding this solicitation are to be submitted via ProjNet-Bidsm. Inquiries will not be accepted **10 calendar days** or less prior to bid close date. Telephone and email inquiries will not be accepted. ProjNet-Bidsm is a web-based program that allows bidders to post questions regarding the solicitation and to view all questions by other bidders and answers by USACE. ProjNet-Bidsm can be accessed through ProjNetsm at https://www. projnet.org/projnet/. To access the ProjNet-Bidsm website the first time:

1) Click the Bid tab

2) Click Bidder Inquiry. (The Agency is USACE.)

3) Enter the following information for access:

The Bidder Inquiry Key **2KFSDA-FTMUBG**

Valid business contact information (e.g. Company name, contact person, business address, phone number and email address). (required on first project only)

Establish secret question and answer which will be used as a password. (required on first project only)

4) For subsequent access use your email address, the Bid Inquiry Key and response to the secret question to access the ProjNet-Bidsm Module.

5) Submit questions or review questions and answers. (A bidder who submits a question will receive an automated email notification that their question has been received. When an answer is posted to a question, the question and answer is then available for all other bidders to review.

6) For a specific step-by-step for POSTING YOUR INQUIRIES, is available in the Reference link on the Contract Viewer.

7) For questions about the ProjNet-Bidsm, please contact the Call Center help desk toll free at 1-800-428- HELP, which operates from 8AM to5PM (Central US time zone). ProjNet-Bidsm questions can also be emailed to the helpdesk at staff@rcesupport.com. No response will be posted to inquiries after the Close of Business on the seventh business day preceding the solicitation due date. All bidders will be held to have reviewed the questions and responses in ProjNet-Bidsm prior to bid submission. Nothing in the solicitation is changed unless an amendment is sent out.

ELECTRONIC SUBMISSION INSTRUCTIONS

HARD COPY SUBMISSIONS WILL NOT BE CONSIDERED.

Bids are due no later than the time and date specified in Block 13 of Standard Form 1442, or SF 30 if applicable. Bids received at the Government Point of Entry after the date and time in block 13. A. of the solicitation will be considered a late bid, and will not be considered for award.

Offeror shall submit its Bid via email to Chris Burroughs at christopher.d.burroughs@usace. army. mil and Justin Figueredo at justin.f.figueredo@usace.army.mil.

Offerors should enter a description for every file submitted. For files over 20 megabytes (MB) the offeror shall break the file into smaller files sent via separate emails, each marked to identify which number the email is relative to the total number of emails submitted (i.e. "one of four").

Once all of the emails submitted have been received, the Government will confirm receipt via return email. If an offeror submits multiple bids, the Government will only consider the last bid submitted prior to the bid due date and time.

The electronic Bid shall be in Portable Document Format, filename extension: ".pdf" and suitable for viewing in Adobe Reader. Offerors shall bookmark and label each electronic PDF to afford easy identification from the Bid table of contents.

Do not assume submission will be instantaneous. File size and number of files submitted shall be considered. Offeror/Teammate/Subcontractors should allow adequate time for submission completion because the entire Bid (i.e. offerors submission and all teammate/subcontractor(s) independent submissions) must be received by the time and date specified in Block 13 of Standard Form 1442, or SF 30 if applicable.

To avoid rejection of an offer, the offeror must make every effort to ensure its electronic submission is virus-free. Bids, or portions thereof, submitted with the presence of a virus or which are otherwise unreadable will be treated as unreadable pursuant to FAR 14.302.

The requirement that an original and copy(ies) be submitted as found in block 13A of the SF1442 is satisfied through the electronic submission. Additionally, electronic submission of the bid guarantee, when a bid guarantee is required, is due with the bid submission (mailing a bid guarantee is not allowed).

BID OPENING

No hard copy documents are allowed to be submitted at the bid opening. Due to the requirement that bids be submitted electronically only, bid opening is scheduled for one hour following the bid due date and time to allow the Contracting Office time to download all bid documents.

The bid opening will be held telephonically at **12:00 pm**, local time, on the date bids are due. Offerors wishing to participate in the telephonic bid opening shall email a list of their participants to both Chris Burroughs at christopher.d.burroughs@usace.army.mil and Justin Figueredo at justin.f. figueredo@usace.army.mil. In the email subject line use title, "W9127N26BA016 Miller-Rice Pile

Dike Repairs Bid Opening". The telephone number and security passcode for offerors to utilize will be provided via return email to the offerors initial email including the list of its participants. There will be no physical bid opening held at the Portland District, therefore, offerors are advised that they shall not plan to attend a bid opening in person on the day of bid opening.

SPECIAL CONTRACT REQUIREMENTS

1) FAR provision 52.229-11 and FAR clause 52.229-12

FAR provision 52.229-11 and FAR clause 52.229-12 are included in this solicitation. This provision and clause concern the imposition of a 2 percent Federal excise tax withholding on any resultant contract award or payment request. This rule applies to Federal Government contracts for goods or services that are awarded to foreign persons - such as foreign contractors. It implements the Department of the Treasury's final regulations published in the Federal Register at 81 FR 55133 on August 18, 2016, under section 5000C of the Internal Revenue Code relating to the 2 percent tax on payments made by the U.S. Government to foreign persons pursuant to certain contracts.

Pursuant to the FAR 52.229-3 Federal, State, and Local Taxes, taxes imposed under 26 U.S.C. 5000 C may not be included in the contract price or reimbursed.

Exemptions from this excise tax must be claimed by an Offeror when it submits, with its offer, a U. S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs. gov/W14. If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each contract payment. Failure to submit an IRS Form W-14 with each payment request will also result in an automatic withholding of 2 percent from the payment request.

When filling out the IRS Form W-14 the following information may be used to complete Part I, Lines 6 and 7.

Line 6 Contract/reference number: **W9127N26BA016**

Line 7 "Name and address of the acquiring agency":

USACE Portland District

333 SW First Avenue

Portland, Oregon 97204-3440

503-808-4616

Any exemption claimed and self-certified is subject to audit by the IRS. Any disputes concerning this tax are adjudicated by the IRS because the Section 5000C tax is a tax matter not a contract issue.

Offerors are encouraged to seek guidance from their own tax professionals for advice concerning the provision, clause, and exclusions exclusion /submission of IRS Form W-14. Additional information is also available at:

Notwithstanding the above, the USACE does not have a means of withholding this excise tax at this time. As a result, contractors are expected to comply with the instructions above and to properly complete and return the W-14 at proposal submission, and with each pay application. The amount due for each withholding will be confirmed by USACE, BUT WILL NOT BE WITHHELD. It is the contractor's responsibility to set aside, or remit to the IRS, the amount confirmed by USACE. Whether the contractor sets the money aside for future payment to the IRS, or makes payment to the IRS, is the contractor's discretion, based on its analysis of the regulations regarding the excise tax. In the event that USACE is able to withhold during contract performance, it will notify the contractor and make such a withholding (including any catch up withholdings); no advance notice is required to the contractor prior to the withholding. Under no circumstances is USACE liable for any tax not paid by the contractor. The contractor is liable for the tax, to the extent required by law, regardless of whether USACE makes a withholding.

RFO 29.204 expressly states that, "Agencies merely withhold the tax for the Internal Revenue Service (IRS). All substantive issues regarding the underlying section 5000C tax, such as the imposition of or exemption from the tax, are matters under IRS jurisdiction."

Therefore, we cannot help you determine how the tax law applies to you. We strongly recommend that you contact the IRS and/or a tax professional should you have any questions of this nature. To be clear, this information does not constitute tax advice or a representation of your tax liability. Furnishing this information does not create liability for the USACE for any Federal, state, or local taxes applicable to the above-referenced contract or any other contract.

****

For submission requirements and basis of evaluation:

Executed FAR Provision 52.229-11.

Completed IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, if applicable. If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each payment.

*** END OF NARRATIVE ***

Section 00 22 00 - Supplementary Instructions

In accordance with 52.102(c), the following provisions and clauses, available at www. acquisition. gov, require your review and action:

52.219-28

52.222-5

52.229-11

52.236-13 Alt.1

252.236-7001

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		

Evaluation of Options (Feb 2026) (Deviation 2026-O0038)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.223-1	Biobased Product Certification. (Deviation 2026-O0038)	2026-02		
52.223-4	Recovered Material Certification.	2008-05		
52.229-12	Tax on Certain Foreign Procurements.	2021-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information	2016-10		

	Controls.	
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2022-08
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	1995-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038)	2026-02		

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It [ ] is, [ ] is not an inverted domestic corporation; and

(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5	Certification Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

Certification Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i) (B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission

Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

(b) The Offeror represents that-

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

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

(End of provision)

52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)	2026-02

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

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

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

[ ] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

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

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

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

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

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control,

nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

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

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation

of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

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

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

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

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

_____ _____

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

(End of provision)

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications -- Sealed Bidding (DEVIATION 2022-O0001)	2020-06	Deviation 2022-O0001	2021-10
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020-O0016	2020-04
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7994	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03
252.226-7003	Drug-Free Work Force.	2024-08		
252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7996	Technical Data--Withholding of Payment. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

52.217-7	Option for Increased Quantity-Separately Priced Line Item.	1989-03

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **180 Calendar Days after award**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.228-15	Performance and Payment Bonds-Construction (Deviation 2020-O0016)	2020-06	Deviation 2020-O0016	2020-04

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-O0016)

(a) Definitions. As used in this clause-

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of

payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

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

(i) Paragraph (g) applies.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

[X] (iv) 252.225-7031, Secondary Arab Boycott of Israel.

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) 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 4.203-1); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

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

(End of provision)

252.215-7992	Only One Offer. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

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

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

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

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

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

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

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

____

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to

submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

(End of provision)

252.227-7989	Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02

RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION-- OTHER THAN COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0036) (FEB 2026)

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

"Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(1) Has been sold, leased, or licensed to the public;

(2) Has been offered for sale, lease, or license to the public;

(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.

"Computer database" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

"Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort, rather than to directly furnish an end item or service to accomplish a program or effort, provided that the contractor--

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(2) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(4) Computer software documentation the contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a Government contract, or any combination thereof.

(1) Private expense determinations should be made at the lowest practicable level.

(2) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at Government, private, or mixed expense.

"Developed exclusively with Government funds" means development was not accomplished exclusively or partially at private expense.

"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially

with costs charged directly to a government contract.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Generated" means, with regard to technical data or computer software, first created in the performance of this contract.

"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation for commercial purposes or authorize others to do so.

"Government purpose rights" means the rights to--

(1) Use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation within the Government without restriction; and

(2) Release or disclose technical data, computer software, or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data or software for United States Government purposes.

"Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(1) The reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

(A) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(B) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(3) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

"Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

"Other than commercial computer software" means software that does not qualify as commercial computer software under the definition of "commercial computer software" of this clause.

"Restricted rights" apply only to other than commercial computer software and mean the Government's rights to--

(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(2) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2),

(4) and (5) of this definition;

(4) Modify computer software provided that the Government may--

(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition; and

(ii) Not release or disclose the modified software except as provided in paragraphs (2) and (5) of this clause;

(5) Use, modify, reproduce, perform, display, or release or disclose the computer software, and permit contractors, subcontractors, or covered Government support contractors to do so, for purposes set forth in subparagraph (i) of this paragraph, subject to the conditions set forth in subparagraphs (ii) of this paragraph:

(i)(A) In performance of service contracts (see FAR 37.101), to diagnose and correct deficiencies, to modify the software to enable a computer program to be combined with, adapted to, or merged with other computer programs, or when necessary to respond to urgent tactical situations, provided that the Government notifies the party which has granted restricted rights that any such release or disclosure to particular contractors or subcontractors was made;

(B) To perform emergency repairs or overhaul of items or components procured under this or a related contract, when necessary to perform such repairs or overhaul; or

(C) For the management and oversight of a program or effort by a person authorized to receive restricted rights computer software, including in the performance of covered Government support contracts.

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(C) Any use, modification, reproduction, performance, display, release, or disclosure of the

computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.

"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

"Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data, computer software, or computer software documentation in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Applicability. (1) Except as provided in paragraph (b)(2) of this clause--

(i) This clause governs all technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense;

(ii) This clause governs all other than commercial computer software or other than commercial computer software documentation; and

(iii) The clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense.

(2) The clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are SBIR/STTR data.

(c) Rights in technical data and computer software. The Contractor grants or shall obtain for the Government the following royalty free, worldwide, nonexclusive, irrevocable license rights:

(1) Unlimited rights. The Government shall have unlimited rights in technical data, computer software, or computer software documentation that are--

(i) Data related to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Technical data created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Technical data necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Government-furnished corrections or changes to--

(A) Technical data furnished to the Contractor by the Government; or

(B) Computer software or computer software documentation;

(vii) Data, computer software, or computer software documentation that is publicly available or previously released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data, computer software, or computer software documentation in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations;

(ix) Data furnished to the Government, under this or any other Government contract or subcontract, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired; or

(x) Computer software developed exclusively with Government funds;

(xi) Computer software documentation the contractor must deliver under this contract; or

(xvii) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights. (i) The Government shall have government purpose rights for a 5-year period, or such other period as may be negotiated, in technical data or computer software--

(A) Related to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data or software as provided in paragraphs (c)(1)(ii), (c)(1)(iv) through (c)(1)(ix), and (c)(1)(xii) through (c)(1)(x)(v)(i) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The 5-year period, or such other period as may have been negotiated, shall begin upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes, development of the computer software, or creation of the data described in paragraph (c)(2)(i)(B) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the technical data or computer software.

(iii) The Government will not release or disclose technical data or computer software in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient completes the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data or software for performance of a Government contract that contains the clause at DFARS 252.227-7994,

Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data or computer software in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (g)(3) of this clause.

(3) Limited rights. (i) Except as provided in paragraphs (c)(1)(ii) and (c)(1)(iv) through (c)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Related to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (g) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government will require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.

(iv) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose limited rights data to covered Government support contractors;

(B) The Government will notify the contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the limited rights legend may--

(1) Require each covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding use of the data; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(4) Restricted rights. (i) The Government shall have restricted rights in other than commercial computer software the contractor must deliver, or that is otherwise provided, to the Government under this contract that was developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all other than commercial computer software for which the Government has been granted additional rights and specifies those additional rights.

(iii) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose restricted rights computer software to covered Government support contractors;

(B) The Government will notify the Contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the restricted rights legend may--

(1) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the software; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(5) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (c)(1) through (c)(4) of this clause, including the period during which the Government shall have government purpose rights in technical data or computer software, may be modified by mutual agreement but shall not provide the Government lesser rights than provided in the definition of "limited rights" or restricted rights" of this clause. Any negotiated rights shall be identified in a license agreement made part of this contract.

(6) Prior government rights. Technical data or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless--

(i) The parties have agreed otherwise; or

(ii) The restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data or software have expired or no longer apply.

(7) Release from liability. The Contractor agrees to release the Government from liability for any authorized release or disclosure of technical data or computer software made in accordance with this clause or any negotiated license agreement. This release from liability for the Government also applies to releases or disclosures made by a third party who received the data or software from an authorized recipient. For any unauthorized use or disclosure by such third parties of technical data or computer software marked with restrictive legends, the Contractor agrees to seek relief solely from that party.

(d) Contractor rights in technical data and computer software. The Contractor retains all rights not granted to the Government.

(e) Third party copyrighted data and software. The Contractor shall not, without the written

approval of the Contracting Officer, incorporate any copyrighted data or software in the technical data or computer software the contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(f) Identification and delivery of data to be delivered with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (f)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data or software with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, the Contractor may identify other assertions after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. The Contractor shall submit such identification and assertions to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data or software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Technical Data or Computer Software

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted--

Technical Data or Computer Software to be Furnished With Restrictions1 (LIST)	Basis for Assertion2 (LIST)	Asserted Rights Category3 (LIST)	Name of Person Asserting Restrictions4 (LIST)
____	____	____	____

1 If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

2 Generally, the development of an item, component, process, or computer software at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government’s rights to use, release, or disclose computer software or technical data related

to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

3 Enter asserted rights category (e.g., rights in SBIR/STTR data generated under another contract, limited rights, restricted rights, or government purpose rights under this or a prior contract, or specifically negotiated licenses).

4 Corporation, individual, or other person, as appropriate.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

(g) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(7) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this clause; the special license rights legend at paragraph (g)(6) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data or computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. For software that will or might be used in combat or situations that simulate combat conditions, the contractor shall not insert instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the

computer software, or otherwise cause such interference or delay, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data or computer software or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Omitted markings. (i) Technical data or computer software delivered or otherwise provided under this contract without restrictive markings will be presumed to have been delivered with unlimited rights. To the extent practicable, if the Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct an inadvertent omission of markings, the Contracting Officer will not release or disclose the technical data or computer software pending evaluation of the request.

(ii) The Contractor may request permission to have conforming and justified restrictive markings placed on unmarked technical data or computer software at its expense. The request must be received by the Contracting Officer within 6 months following the furnishing or delivery of such technical data or computer software, or any extension of that time approved by the Contracting Officer. The Contractor shall--

(A) Identify the technical data or computer software that should have been marked;

(B) Demonstrate that the omission of the marking was inadvertent, the proposed marking is justified and conforms with the requirements for the marking of technical data or computer software contained in this clause; and

(C) Acknowledge, in writing, that the Government has no liability with respect to any disclosure, reproduction, or use of the technical data or computer software made prior to the addition of the marking or resulting from the omission of the marking.

(3) Government purpose rights markings. Technical data or computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____
Expiration Date ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these

technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(4) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked as follows:

LIMITED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(5) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked as follows:

RESTRICTED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause contained in the above identified contract. Any reproduction of computer

software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data or software are restricted by Contract Number [Insert contract number] ____, License Number [Insert license identifier] ____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(5) of this clause).

(7) Preexisting data or software markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

(h) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) Removal of unjustified and nonconforming markings--(1) Unjustified technical data markings.

The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Asserted Restrictions clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data or computer software markings. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(j) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(k) Limitation on charges for rights in technical data, computer software, or computer software documentation. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data, computer software, or computer software documentation the Contractor must deliver under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data or software are available to the public without restrictions.

(2) The limitation in paragraph (k)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, computer software, or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data, computer software, or computer software documentation will be delivered.

(l) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and the identification, assertion, and delivery processes of paragraph (f) of this clause are recognized and protected.

(2)(i) Except as provided in paragraph (l)(2)(ii) of this clause, the Contractor shall include this clause in any subcontract or contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This requirement applies to technical data or software related to other than commercial products or commercial services, or related to commercial products or commercial services developed in any part with Government funds. The Contractor shall also require its subcontractors and suppliers to include this clause, without alteration except to identify the parties, in any contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This clause will govern the technical data related to an other than commercial product or service or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at 252.227-7990 will govern the technical data related to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data, computer software, or computer software documentation.

(ii) The Contractor shall use the clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data, computer software, or computer software documentation that is SBIR/STTR data.

(3) Technical data, computer software, or computer software documentation a subcontractor or supplier must deliver shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data or software directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use the award of a contract as economic leverage to obtain rights in technical data, computer software, or computer software documentation from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data, computer software, or computer software documentation as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7992	Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)

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

"Computer software" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"SBIR/STTR data" is defined in the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software the Contractor must deliver with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer Program (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Technical Data or Computer Software

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be delivered with restrictions1	Basis for assertion2	Asserted rights category3	Name of person asserting restrictions4

(LIST)5 (LIST) (LIST) (LIST)

____ ____ ____ ____

1 For technical data (other than computer software documentation) related to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

2 Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data relate. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

3 Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR/STTR data generated under a contract resulting from this solicitation or under another contract, limited, restricted, or government purpose rights under a contract resulting from this solicitation or under a prior contract, or specially negotiated licenses).

4 Corporation, individual, or other person, as appropriate.

5 Enter "none" when all data or software will be submitted without restrictions.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier	2026-02		

	Subcontract Awards. (Deviation 2026-O0038)	
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.210-1	Market Research. (Deviation 2026-O0038)	2026-02
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-26	Audit and Records-Sealed Bidding. (Deviation 2026-O0038)	2026-02
52.214-28	Subcontractor Certified Cost or	2026-02

	Pricing Data-Modifications-Sealed Bidding. (Deviation 2026-O0038)	
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05

52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision	2026-04

	1)			
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038)	2026-02		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.226-7	Drug-Free Workplace.	2024-05		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.227-1	Authorization and Consent.	2020-06		
52.228-2	Additional Bond Security.	1997-10		
52.228-5	Insurance-Work on a Government Installation.	1997-01		
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12		
52.228-14	Irrevocable Letter of Credit.	2014-11		
52.229-3	Federal, State, and Local Taxes.	2026-07		
52.232-17	Interest.	2014-05		
52.232-23	Assignment of Claims. (Alternate I)	2014-05	Alternate I	1984-04
52.232-27	Prompt Payment for Construction Contracts.	2017-01		
52.232-33	Payment by Electronic Funds Transfer-System for Award	2018-10		

	Management.	
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation,	2026-02

	Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)			
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02		
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02		
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02		
52.236-13	Accident Prevention. (Alternate I)	2026-02	Alternate I	1991-11
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02		
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02		
52.242-5	Payments to Small Business Subcontractors.	2017-01		
52.242-13	Bankruptcy.	1995-07		
52.242-14	Suspension of Work.	1984-04		
52.243-4	Changes. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		
52.246-12	Inspection of Construction.	1996-08		

52.246-21	Warranty of Construction.	1994-03		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	2012-04	Alternate I	1996-09
52.249-10	Default (Fixed-Price Construction).	1984-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.203-7004	Display of Hotline Posters.	2023-01		
252.204-7003	Control of Government Personnel Work Product.	1992-04		

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang	2023-06

	Uyghur Autonomous Region.	
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7002	Obstruction of Navigable Waterways.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **$4,164.00** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate.*]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

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

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

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

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

Small business concern-

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

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and

socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

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

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

(1) The Contractor represents that it is, is not a small business concern under NAICS Code **237990 - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION** assigned to ____ **contract number**.

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

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

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

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

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.223-9 Estimate of Percentage of 2008-05

	Recovered Material Content for EPA-Designated Items.	

Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

(a) Definitions. As used in this clause-

Postconsumer materialmeans a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to _____[Contracting Officer complete in accordance with agency procedures].

(End of clause)

52.225-11	Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials under Trade Agreements (Feb 2026) (Deviation 2026-O0038)

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

Caribbean Basin country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

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

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

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

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.

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, 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, North Macedonia, 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, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means-

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

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

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

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

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

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

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

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

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

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.

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

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

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

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 domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None.

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

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

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

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

(2) [Reserved]

(3) [Reserved]

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

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

(2) [Reserved]

(3) [Reserved]

(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)*
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)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2026-07

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress

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

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

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

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

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

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

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

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

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

(g) Reimbursement for bond premiums. In making these progress payments, the Government

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions

or characteristics; provided, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing-

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall

be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification

implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

Federal Acquisition Regulation: https://www.acquisition.gov/browse/index/far

Revolutionary FAR Overhaul: https://www.acquisition.gov/sites/default/files /page_file_uploads/RFO.pdf

Defense Federal Acquisition Regulation Supplement: https://www. acquisition.gov/dfars

DFARS Class Deviations: https://www.acq.osd.mil/dpap/dars/class_deviations.html

Army Federal Acquisition Regulation Supplement: https://www. acquisition.gov/afars

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any **(DFARS) (48CFR Chapter 2)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: **CMMC Level 1 (Self)** for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier

Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.236-7001	Contract Drawings and Specifications. (Tailored)	2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

"SEE DRAWING INDEX SHEET"

(End of clause)

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

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

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

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

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

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

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

(i) Actual mobilization costs at completion of mobilization;

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

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

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

(End of clause)

Section 00 73 00 - Supplementary Conditions

CONTRACT ADMINISTRATION

SUPPLEMENTARY CONDITIONS

A. CONTRACT ADMINISTRATION

B. UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

C. IDENTIFICATION OF EMPLOYEES

D. OTHER WORK

E. SUBMITTING PAY ESTIMATES AND PAYMENTS TO THE CONTRACTOR

F. IMPLEMENTING EQUIPMENT GUARANTEES

G. SAFEGUARDING OF INFORMATION

H. INSURANCE

I. PUBLIC RELEASE OF INFORMATION

J. CONTRACTOR PERFORMANCE EVALUATIONS

K. SPECIAL CONDITIONS

L. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

M. PHYSICAL DATA

N. SITE VISIT (CONSTRUCTION)

A. CONTRACT ADMINISTRATION

This contract will be administered by:

U.S. Army Corps of Engineers, Portland District Vancouver Resident Office 4480 SE Columbia Way, Vancouver, WA 98661-5570

The designated Contracting Officer's Representative (COR) is to be determined at award; name, email, and telephone will be provided via an emailed COR Nomination Letter.

Department of the Army, Portland District Corps of Engineers PO Box 2946 Portland, OR 97208

B. UNAUTHORIZED INSTRUCTIONS FROMGOVERNMENT OR OTHER PERSONNEL

The Contractor shall not accept instruction issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer or the authorized representative of the Contracting Officer acting within the limits of his authority.

C. IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

D. OTHER WORK

The Contractor shall fully cooperate with other Contractors, utility companies, and Government employees engaged in other work on and/or adjacent to the work to be performed under this contract. The Contractor shall coordinate the work herein and the use of haul roads, aggregate sources, and utilities that become a joint responsibility. Any damage resulting from the use of facilities of other Contractors shall immediately be repaired to the satisfaction of, or as directed by the Contracting Officer.

E. SUBMITTING PAY ESTIMATES AND PAYMENTS TO THE CONTRACTOR

The Contractor shall use the Resident Management System-Contractor Module (RMS-CM) to prepare Engineer Form93 (ENG 93), Payment Estimate

- Contract Performance, as request for payment. The Contracting Officer's Representative or Administrative Contracting Officer is responsible for ensuring acceptance and approval for payment.

The Contractor must submit the certification at FAR Clause 52.232-5, paragraph (c) along with each request for progress payments.

F. IMPLEMENTING EQUIPMENT GUARANTEES

When the completed facility or part of a facility is accepted by the Contracting Officer, and the work includes equipment covered by a guarantee which exceeds the warranty of construction period as specified, the Contractor shall furnish the following information to the Contracting Officer:

a. A list of all items with make and model numbers.

b. A copy of manufacturer's or vendor's guarantee documents which extend beyond the warranty of construction period.

c. The date during which the Contractor's guarantee is in effect under the properly identified individual section and paragraph of the Technical Provisions each item of equipment on the list, indicating for each item the date of acceptance for the beginning of the guarantee period, either for beneficial use or final acceptance, whichever is earlier, and the expiration date of the guarantee period.

d. Name of an authorized representative of the Prime Contractor with complete address and telephone number, and the names, addresses, and telephone numbers of all subcontractors and /or equipment suppliers or manufacturers specifically designated in writing by the Prime Contractor for direct contact by the United States Army Corps of Engineers for implementing the guarantee after transfer of the equipment.

G. SAFEGUARDING OF INFORMATION

The personnel employed on this contract may, in the performance of their assigned duties, have access to data and information pertaining to location of goods, supplies, parts, equipment, and vehicles. Knowledge of this nature is considered restricted security information. This information shall be protected and safeguarded against disclosure to any unauthorized person or party and shall be furnished or used on an official "need to know" basis only. Safeguarding of information is extended to dependents and guests of employees who may, in any manner, obtain any of the above-specified knowledge.

H. INSURANCE - WORK ON A GOVERNMENT INSTALLATION

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract, at least the kinds and minimum amounts of insurance required by this Clause as follows:

1) TYPE: Workman's Compensation and Employer's Liability (including Federal Longshoremen and Harbor Worker's Insurance) AMOUNT: As legally required by the State wherein the work is being performed.

2) TYPE: Comprehensive General Liability Insurance

AMOUNT: Personal Injury Liability: $1 million per person / $1 million per occurrence

Property Damage (may be included in general aggregate limits or combined single unit coverage): $1 million per occurrence

3) TYPE: Automobile Liability

AMOUNT: Personal Injury Liability: $1 million per person / $1 million per occurrence

Property Damage (may be included in general aggregate limits or combined single unit coverage): $1 million per occurrence

4) If single general aggregate limits or combined single unit coverage is obtained for General Liability and/or Automobile Liability coverage, minimum amounts shall be the sum of the personal injury and property damage coverage required above. Umbrella Form Excess Liability insurance coverage shall be added to general liability and automobile liability coverage to determine if minimum insurance limits are met.

b. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

d. "Government Installation" for this clause includes government vessels.

I. PUBLIC RELEASE OF INFORMATION

The contractor shall coordinate with the Portland District of the U.S. Army Corps of Engineers for release of information to the public concerning this contract or any program related to this contract. This clause covers Media Relations and Printed Materials.

a. Media Relations

The contractor is permitted to speak to news media representatives in accordance with his firm's public relations policies and in conjunction with applicable U.S. government or Army Corps of Engineers' guidelines on release of information related to the specific program for which the contract was awarded. The contractor is required to inform the Portland District of significant media contacts. The contractor is encouraged to coordinate directly with Portland District's Public Affairs Officer, as necessary, when the media call is being responded to; however, this shall not preclude the contractor from responding to media requests in a timely manner. The contractor shall respond to inquiries that directly fall within his domain; he shall not speak for the Army or the Corps.

b. Printed Materials

1) The contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium, pertaining to this contract, unless:

i. The Portland District has given written approval, either by the Public Affairs Officer or by the Contracting Officer;

ii. Or the information is otherwise in the public domain before the date of release.

2) The contractor shall obtain approval from the Portland District prior to the dissemination of any briefings or speeches, news releases, articles, fact sheets, advertisements, or any other informational materials intended for public release that are the result of work performed or to be performed under this contract. This review is intended to insure that public release of material does not violate government policy.

3) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for release. This material shall be submitted to the Public Affairs Officer and to the Contracting Officer at the Portland District. The contractor shall strive to provide five working days for such approvals. Materials to be released within a shorter period of time will require special handling procedures, and the contractor shall request special consideration directly to the Public Affairs Officer or to the Contracting Officer.

4) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the government (the Public Affairs Officer and the Contracting Officer), assuring the government that the prime contractor is knowledgeable of the action and concurs.

Nothing in the foregoing section on public release of information shall affect compliance with the clause of the contract entitled, "Security Requirements."

J. CONTRACTOR PERFORMANCE EVALUATIONS

In accordance with UAI5142.1502-100 and the Engineering Regulation 415-1-17, Construction Contractor Performance Evaluations, dated 24 January 2012, It is USACE policy that the Procuring Contracting Officer (PCO), or designated representative of the construction office responsible for monitoring contractor performance, will evaluate construction contractor's performance and prepare a performance evaluation report in the Contractor Performance Assessment Reporting System (CPARS). The Contractor shall be briefed of the CPARS process at the time of the Preconstruction Conference.

K. SPECIAL CONDITIONS

The in water work period for this project is from **01 NOV to 28 FEB** each year.

L. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **February 28, 2029**. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **July 1, 2027**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

M. PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a) Weather conditions - Weather records and reports may be obtained from the National Weather Service.

b) Government Furnished Information - A .dwg file containing the governments design template and most recent bathymetric and topographic survey data is available to assist with estimating quantities upon request. Contact the POCs noted in the solicitation and SAM posting to request these files.

N. SITE VISIT (CONSTRUCTION) (FEB 1995)

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

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

Name: Matthew Craig

Address: 333 SW 1st Ave, Portland, Oregon 97208

Telephone: 503-808-4409

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: IAW Plans and Specs

	DoDAAC: 960439 CountryCode: USA USACE PORTLAND DISTRICT PORTLAND DIST PORTLAND RESIDENT OFC, 1060 NW CORPORATE DRIVE TROUTDALE, OR 97060-9540 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: IAW Plans and Specs DoDAAC: 960439 CountryCode: USA USACE PORTLAND DISTRICT PORTLAND DIST PORTLAND RESIDENT OFC, 1060 NW CORPORATE DRIVE TROUTDALE, OR 97060-9540 UNITED STATES
0003	Inspection and Acceptance Location Both Destination Instructions: IAW Plans and Specs DoDAAC: 960439 CountryCode: USA USACE PORTLAND DISTRICT PORTLAND DIST PORTLAND RESIDENT OFC, 1060 NW CORPORATE DRIVE TROUTDALE, OR 97060-9540 UNITED STATES
Option Line Item	Inspection and Acceptance Location

0004	Both Destination Instructions: IAW Plans and Specs DoDAAC: 960439 CountryCode: USA USACE PORTLAND DISTRICT PORTLAND DIST PORTLAND RESIDENT OFC, 1060 NW CORPORATE DRIVE TROUTDALE, OR 97060-9540 UNITED STATES
Option Line Item 0005	Inspection and Acceptance Location Both Destination Instructions: IAW Plans and Specs DoDAAC: 960439 CountryCode: USA USACE PORTLAND DISTRICT PORTLAND DIST PORTLAND RESIDENT OFC, 1060 NW CORPORATE DRIVE TROUTDALE, OR 97060-9540 UNITED STATES

Overall Contract Delivery Period

0001	**Delivery Schedule** Delivery On Or Before Delivery Date 28 Feb 2029 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 960439 CountryCode: USA

	USACE PORTLAND DISTRICT PORTLAND DIST PORTLAND RESIDENT OFC, 1060 NW CORPORATE DRIVE TROUTDALE, OR 97060-9540 UNITED STATES
0002	**Delivery Schedule** Delivery On Or Before Delivery Date 28 Feb 2029 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 960439 CountryCode: USA USACE PORTLAND DISTRICT PORTLAND DIST PORTLAND RESIDENT OFC, 1060 NW CORPORATE DRIVE TROUTDALE, OR 97060-9540 UNITED STATES
0003	**Delivery Schedule** Delivery On Or Before Delivery Date 28 Feb 2029 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 960439 CountryCode: USA USACE PORTLAND DISTRICT PORTLAND DIST PORTLAND RESIDENT OFC, 1060 NW CORPORATE DRIVE TROUTDALE, OR 97060-9540 UNITED STATES

Option Line Item 0004	**Delivery Schedule** Delivery On Or Before Delivery Date 28 Feb 2029 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 960439 CountryCode: USA USACE PORTLAND DISTRICT PORTLAND DIST PORTLAND RESIDENT OFC, 1060 NW CORPORATE DRIVE TROUTDALE, OR 97060-9540 UNITED STATES
Option Line Item 0005	**Delivery Schedule** Delivery On Or Before Delivery Date 28 Feb 2029 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 960439 CountryCode: USA USACE PORTLAND DISTRICT PORTLAND DIST PORTLAND RESIDENT OFC, 1060 NW CORPORATE DRIVE TROUTDALE, OR 97060-9540 UNITED STATES

Section 01 00 00 - General Requirements

Requirements

The project consists of enhancing and connecting the enrockments of PD 23.82 and PD 23.71 and repairing and enhancing PD 24.63. The enrockment for PD 23.71 and PD 23.81 will be raised uniformly and enhanced to connect the two pile dikes. There is also a requirement for the construction of 8 new hazard marker piles to designate the locations of the submerged enrockments. Portions for the proposed work are optional at the Government's discretion in accordance with the specifications and the dates established therein for exercising of optional CLINS.

*** END OF NARRATIVE ***

Requirements

LOCATION OF PERFORMANCE: COLUMBIA RIVER BETWEEN RIVER MILES 22.75 AND 24.63 MAGNITUDE OF CONSTRUCTION: $25,000,000.00 TO $100,000,000.00 NAICS: 237990 - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION , SIZE STANDARD $45M SOCIOECONOMIC: 100% SMALL BUSINESS SET-ASIDE

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DIVISION 01 - GENERAL REQUIREMENTS

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1.4 SERIAL LETTER CORRESPONDENCE
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1.5 EM 385-1-1 SAFETY AND HEALTH REQUIREMENTS MANUAL
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-- End of Section Table of Contents --

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CONTRACT ADMINISTRATION DATA

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 in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety -- Safety and Occupational Health (SOH) Requirements
EP 1110-1-8	(2021) Engineering and Design -- Construction Equipment Ownership and Operating Expense Schedule

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 5.5	(1996) Contract Provisions and Related Matters

1.2 MEANING OF TERMS

a. Specification Sections of this Contract are generally written in the imperative mood. In sentences using the imperative mood, the subject, "the Contractor," is implied. Also implied in this language are "shall," "shall be," "must," or similar words and phrases. In material specifications, the subject may also be the supplier, fabricator, or manufacturer supplying material, products, or equipment for use on the project.

b. Wherever "directed," "required," "prescribed," or other similar words are used, the "direction," "requirement," or "order" of the Contracting Officer (CO) is intended. Similarly, wherever "approved," "acceptable," "suitable," "satisfactory," or similar words are used, the words mean "approved by," "acceptable to," or "satisfactory to" the CO.

c. The word "will" generally pertains to decisions or actions of the CO.

1.3 CONTRACTING OFFICER

The CO who signed this Contract is the primary CO for the Contract. Nevertheless, any CO assigned to the Portland District and acting within his/her authority may take formal action on this Contract when a Contract action needs to be taken and the primary CO is unavailable. All correspondence must be through the CO or, upon notification, their authorized Representative (COR).

1.4 SERIAL LETTER CORRESPONDENCE

All letters must be electronically submitted to the Government and must be sent to designated parties via email and exported via the RMS interface. All letters must be signed in accordance with the letters of authority. Send any documents requiring original hardcopy/signatures to: Vancouver Resident Office, 4480 SE Columbia Way, Vancouver, WA 98661.

1.4.1 Numbering

All serial letter correspondence must be independently numbered sequentially with no numbers missing or duplicated, commencing with number one. Each letter must show the Contract number, description, and subject matter. Only one subject should be covered in the same letter.

1.4.2 Subcontractors

Subcontractors must not correspond with either the Resident or District offices; the Prime Contractor must handle all correspondence.

1.4.3 Transmittals

Transmittals of signed pay estimates, payrolls, submittals, and other similar correspondence will not require a Serial Letter.

1.5 EM 385-1-1 SAFETY AND HEALTH REQUIREMENTS MANUAL

The latest version in effect on the date of the Solicitation for this Contract (in accordance with EM 385-1-1 Paragraph 4 General, will be contractually binding as part of this Contract. The latest version, including all errata and changes, must be used for this Contract and is obtainable at http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf.

1.6 PROJECT-SPECIFIC MANAGEMENT PLAN

Submit SD-01, Preconstruction Submittals (listed on the submittal register, Attachment A1, and defined in Section 01 33 00, SUBMITTAL PROCEDURES). The listed components of the Project-Specific Management Plan (PSMP) must be submitted separately under the appropriate specifications Section. Upon approval, the components must be combined into a single PSMP binder that will be kept onsite. Update the PSMP whenever the plans contained within are updated or amended. The COR will periodically review the onsite copy of the PSMP. If a current version of the PSMP is not available and up to date, site work may be stopped until deficiencies are corrected. Acceptance of the PSMP is required prior to mobilization.

The PSMP must include:

a. Section I - Accident Prevention Program.

(1) Accident Prevention Plan (EM 385-1-1 and Section 01 35 26.00 25, GOVERNMENTAL SAFETY REQUIREMENTS).

(2) Drug-free workplace policy.

(3) Activity hazard analysis (EM 385-1-1).

(4) Equipment certification.

b. Section II - Environmental Protection Plan (Section 01 57 19.00 25, TEMPORARY ENVIRONMENTAL CONTROLS).

c. Section III - Construction Quality Control System (Section 01 45 00.00 25, QUALITY CONTROL).

(1) Contractor's quality control (CQC) plan.

(2) CQC Daily Report form.

d. Project Work Plan. The following are examples:

(1) Roadway Access Agreement.

(2) Temporary electrical systems.

(3) Welder qualifications.

(4) Welding procedures.

(5) Bolt pre-tensioning procedure.

e. Schedule for Construction.

f. Submittal Register.

1.7 LETTERS OF AUTHORITY

a. To authenticate actions required under terms of this Contract, furnish a letter of authority to the CO and Resident Engineer that indicates the names of individual or individuals who are authorized to perform the following functions on behalf of the company:

(1) Sign progress payment estimates.

(2) Sign final payment estimate.

(3) Accept Government-furnished property (if applicable).

(4) Sign Contract modifications, supplemental agreements and consent of surety.

(5) Monitor and report on the environmental protection plan, management plan, quality control plan, and safety plan.

(6) Supervise the field activities.

(7) Sign Release of Claims.

(8) Sign Correspondence.

b. This letter of authority must bear the typewritten names and the handwritten signatures of each individual and be signed by the person whose signature appears on the final Contract.

1.8 LABOR STANDARDS

Comply with the following labor standards, statutes, and regulations: Wage Rate Requirement Statute (Construction); Contract Work Hours and Safety Standards Act; Copeland Act; Secretary of Labor's regulations (Parts 3 and 5, Subtitle A, Title 29, Code of Federal Regulations). Submit a serial letter identifying the crafts and wage rates for all Prime and subcontractor employees to whom the Contract's construction wage rate requirements apply. The Government will review these crafts and rates for conformance with the wage determination.

1.8.1 Coverage

Contract provisions relating to wages, overtime, payroll deductions, and other labor standards requirements cover foremen, laborers, and mechanics, including owner-operators of other than hauling equipment and other individual enterprises performing the duties of a laborer or mechanic. Bona fide owner-operators of hauling equipment, such as trucks, who are independent Contractors, are not covered, and the certified payrolls, including the names of such owner-operators, need not show hours worked nor rates paid, but only the notation "owner-operator".

1.8.2 Wages

Wages must be paid at least once a week and be computed at hourly rates not less than those set forth in the Contract wage schedule, as set by the Wage Rate Requirement Statute (Construction), for the particular classifications of work performed.

1.8.3 Overtime

Pay overtime for work in excess of 40 hours in any workweek at not less than 1-1/2 times the basic rate of pay. Rates paid for fringe benefits are excluded in the computations of overtime.

1.8.4 Deductions

Deductions from wages earned may be only those that are permitted by the Copeland Act (Anti-Kickback) regulations.

1.8.5 Apprentices

Comply with the requirements of 29 CFR 5.5(a)(4)(i) with respect to apprentices.

1.8.6 Payrolls

Prepare and submit correct Weekly Payrolls, including those of subcontractors. Incorrect and delinquent payrolls will delay processing of partial payment estimates.

1.8.7 Supply and Use of Electronic Software for Processing Wage Rate Requirements

a. Use a commercially-available electronic system to process and submit certified payrolls electronically to the Government is encouraged. The requirements for preparing, processing and providing certified labor payrolls are established by the Wage Rate Requirements statute.

b. If an electronic payroll processing system, then the Contractor is 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 to comply with the Wage Rate Requirements statute. If an electronic payroll system is used, the electronic payroll service must be used to prepare, process, and maintain the relevant payrolls and basic records during all work under this Contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required three years after Contract completion. If an electronic payroll system is not used, then the Contractor must obtain and provide electronic system access to the Government, over the duration of this Contract. The access must include electronic review access by the Government to the electronic payroll processing system used by the Contractor.

c. Provision and use of an electronic payroll processing system must 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 incurred costs related to the provision and use of an electronic payroll processing service shall be included in the 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.

1.8.8 Records

Maintain payroll and Employment Records during the course of work and for

three years thereafter. They are subject to inspection by the CO and the U.S. Department of Labor.

1.8.9 Job Interviews

A Government representative will interview Contractor and subcontractor employees from time to time during working hours on the job.

1.9 VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS

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

a. U.S. Department of Labor Veterans employment: www.vets.gov/

b. Federal veteran employment information: www.fedshirevets.gov/index.aspx

c. Veterans' Employment and Training Service (VETS): http://www.dol.gov/vets/

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

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

1.10 FACILITY TURNOVER PLANNING MEETINGS (Red Zone Meetings)

Meet with the Government to identify strategies to ensure the project is carried to expeditious closure and turnover to the Client. Start planning the turnover process at the Pre-Construction Conference meeting with a discussion of the Red Zone process and convene at regularly scheduled Red Zone Meetings beginning at approximately 75 percent of project completion. Include the following in the turnover effort:

1.10.1 Red Zone Checklist

a. CO will provide the Contractor a copy of the Red Zone Checklist template.

b. Prior to 75 percent completion, modify the Red Zone Checklist template by adding or deleting critical activities applicable to the project and assign planned completion dates for each activity. Submit the modified Red Zone Checklist to the CO. The CO may request additional activities be added to the Red Zone Checklist at any time as necessary.

1.10.2 Meetings

a. Conduct regular Red Zone Meetings beginning at approximately 75

percent project completion, or three to six months prior to Beneficial Occupancy Date (BOD), whichever comes first.

b. The Contracting Officer will establish the frequency of the meetings, which is expected to increase as the project completion draws nearer. At the beginning, Red Zone meetings may be every two weeks then increase to weekly towards the final month of the project.

c. Using the Red Zone Checklist as a Plan of Action and Milestones (POAM) and basis for discussion, review upcoming critical activities and strategies to ensure work is completed on time.

d. During the Red Zone Meetings discuss with the CO any upcoming activities that require Government involvement.

e. Maintain the Red Zone Checklist by documenting the actual completion dates as work is completed and update the Red Zone Checklist with revised planned completion dates as necessary to match progress. Distribute copies of the current Red Zone Checklist to attendees at each Red Zone Meeting.

1.11 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

a. This special Contract requirement does not apply to terminations. See FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the CO. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36, Rental Costs. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the SAT, the CO 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.

1.12 BASIS FOR SETTLEMENT OF PROPOSALS

a. Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis.

b. In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the Contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a Contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of Federal Acquisition Regulation (FAR) 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to Contracts, they will be recovered through the indirect expense rate.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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CONTRACTOR'S OPERATIONS AND REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

This Section covers general requirements applicable to specific Contractor's operations and equipment.

1.2 REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety -- Safety and Occupational Health (SOH) Requirements
EP 310-1-6A	(2006; 2019 Change 2) Project Operation -- Sign Standards Manual, VOL 1

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contractor's Planned Equipment Methods; G

Access Agreements and Work Areas; G

Plant And Equipment List; G

1.4 PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference will be held once Contract award is made. The Pre-Construction Conference will be scheduled by the Government. Key Contractor staff will be required to attend in person. Key personnel include, but are not limited to, Project Manager, Site Superintendent, Project Engineer, Quality Control Manager, and Site Safety Health Officer. The purpose of the Pre-Construction Conference is to establish a mutual understanding of the respective organizations and to establish a team based understanding of the quality and safety expectations for the job. The Government will develop the agenda.

1.5 IN-WATER WORK

1.5.1 In-Water Work (IWW) Periods

The Government has established interim construction completion date,

coinciding with the annual cycles of fish migration and related allowed maintenance periods. In general, this is a work period that allows for work in the water, on the water, and adjacent to the water where the work might affect fish passage (usually a 50-foot rule from the work site to the water). The IWW period established for this Contract is: November 1 through February 28.

1.5.2 In-Water Work Activities

For purposes of this Contract, work items that must be restricted to the IWW period apply to pile installation, pile removal, and enrockment work. Commence marine mammal and bird monitoring when there is enough daylight for adequate visibility, and begin at least 30 minutes before the initiation of pile driving.

1.6 INCLEMENT WEATHER CONSTRUCTION

Protect work areas from inclement weather, wind damage, and precipitation so that no delay in the prosecution of critical work items, or damage to Government property occurs. No time extensions will be authorized for materials, work in place, or equipment damaged due to negligence during periods of inclement weather.

1.7 WORK BY THE GOVERNMENT CONCURRENT WITH CONTRACTOR WORK

The Government will limit interference with the Contractor's work to the maximum reasonable extent and the Government and Contractor will coordinate as necessary.

1.8 CONTRACTOR EMPLOYEES

Ensure that all employees are capable of demonstrating adequate knowledge of tools, supplies, equipment, and techniques necessary to competently perform the work. All personnel employed by the Contractor must be fully qualified in their respective fields to render the services necessary. The Government may require the Contractor to discontinue using any employee in the performance of the work specified in this Contract determined by the Government to be unsatisfactory. Contractor employees will not be permitted to bring guests, family members, or non-employees to the job site at any time.

1.9 ACCESS AGREEMENTS and Work Areas

1.9.1 Access Agreements

a. Submit access procedures to and from the work site after the Contractor and CO have coordinated and determined the most advantageous access to, and staging of, the Contractor's assets deployed to the work site.

b. When necessary to operate on or to cross existing highways or roads, all necessary permits must be obtained from the appropriate private or public authority.

c. In accordance with FAR 52.236-13 Alt I, ACCIDENT PREVENTION - ALTERNATE I, and EM 385-1-1, flaggers, signs, lights, and/or other safeguards must be provided to safely control and direct the flow of traffic when necessary for equipment to operate on or to cross access roads, arterial roads, or highways.

d. Spillage on State or county roads will not be permitted, and the spillage must be immediately cleaned up at the expense of the Contractor.

e. No cleated or crawler-type equipment can be operated on paved surfaces.

f. Damage to all roads caused by the Contractor's operations must be repaired to pre-existing conditions at the expense of the Contractor.

1.9.2 Employee Access and Parking

Contractor's employee private vehicle parking areas must be restricted to the area as agreed upon before construction or delivery. All Contractor vehicles used for prosecuting the work must have a Contractor sign or other permanent identification and must carry the required insurance. Private vehicles not owned by the Prime Contractor or subcontractors must not be used for prosecuting the work. Keep the parking areas free of litter and debris. An adequate number and size of trash receptacles must be placed in the parking areas and emptied, as necessary to avoid overflowing. Trash receptacles must be adequately secured to provide protection from the wind and animals. Provide two parking spots at the mainland crewing location for the exclusive use of Government personnel and pay all fees associated with provision of the parking spots.

1.10 CONTRACTOR SUPPLIED EQUIPMENT AND ACCOMMODATIONS

a. The following requirements apply to all floating plant that operate under this Contract. All Contractor supplied equipment will be returned on completion of work under this Contract with the exception of the hypack key which will be returned prior to the Contractor signing the release of claims.

b. The entire cost to the Contractor for furnishing, equipping, insuring, and maintaining the foregoing accommodations and equipment must be included in the Contract price for Mobilization and Demobilization. The Contractor must fully insure all Contractor provided equipment such as Hypack keys, radios, phones, etc. against loss or damage by either the Contractor or Government. No work will be allowed until the facilities and equipment referred to herein are secured and maintained as specified.

(1) Floating Plant Offices: Office space for the exclusive use of the GQAR(s) on board the floating plant must be properly heated, ventilated and lighted and must have a desk or chart table, a chair, and four or more standard 120-volt electrical outlets. Provide a lockable storage area or locker on the dredge plant for the exclusive use of the GQAR(s). Provide scanning, copying, and color printing (capable of up to 11x17) services, on board the dredge. This equipment may be shared between the Contractor and Government personnel. Anticipate a total use of approximately 50 pages per week.

(2) Transportation: Furnish the assigned GQAR(s) transportation to and from the floating plant and shore as needed. There will be one GQAR on-board at all times when working at all Contract work areas. Additional GQARs or other Government personnel may also occasionally require transportation to the floating plant.

(3) The pick-up locations for Government and quality assurance personnel must be a location mutually agreed upon by the GQAR and the Contractor and must provide a safe location for GQAR vehicles. Government personnel will be on board all pile driving plant, placement plant, hydrosurvey plant, and other operations as part of their normal quality assurance oversight. Anticipate three round trips per day on average for Government personnel to each floating plant and to the hydrosurvey boat.

(4) VHF Radio: Provide a VHF radio and charger. Provide the GQAR with instructions, procedures, and operating manuals for the operation of the radio. The radio must be for the exclusive use of the GQARs on the floating plant, and must be capable of receiving and transmitting on the same channels and frequencies that the crew uses.

(5) Personal Locator Beacons (PLB): Provide PLB's as prescribed in Subpart 1.17 h. of Section 01 35 26.00 25, GOVERNMENTAL SAFETY REQUIREMENTS.

1.11 CONSTRUCTION PROJECT IDENTIFICATION SIGN

Fabricate and install two construction project identification signs for each floating plant, in accordance with EP 310-1-6A, Attachment A3, within three days of beginning site work. Post one sign on each side of the floating plant in locations that are plainly visible. For small equipment the sign may be scaled down to no less than one-half size on approval.

1.12 CONTRACTOR'S EQUIPMENT

1.12.1 Contractor's Planned Equipment Methods

Submit proposed methods of transportation and operation of cranes and other heavy equipment for approval prior to commencement of those operations. Submittals must include the type, size, loadings of equipment, placement of outriggers, and the proposed transportation routes and work areas to be used on the project. Operation of heavy equipment adjacent to existing structures must be avoided when possible. Testing requirements and operation of cranes and other heavy equipment must be in accordance with EM 385-1-1. All cranes, rigging, lifts, operators, vehicles, and other necessary means to move equipment or items must be Contractor-furnished as required to pursue and complete the work and must comply with EM 385-1-1.

1.12.2 Plant and Equipment List

Within seven days prior to commencing site operations, provide a complete list of all plant and equipment to be used on the job site, exclusive of shop equipment. Throughout the life of the Contract, submit an up-to-date plant and equipment list with each progress payment request. Include rented equipment as well as lease purchase or sale leaseback equipment on the lists. Initial list and the revised monthly lists must indicate dates equipment is assigned to or removed from the project; deadline dates for repairs and returned for use; dates of the most recent and planned inspections; and adequate identification or description of each item of equipment including manufacturer's name (abbreviated), model number, manufacturer's serial number, year of manufacture, and Contractor's assigned serial or record number.

1.12.3 Floating Plant Inspection

Fill out NPP Form 159 (Rev) "Floating Plant Inspection Checklist" (Attachment A4) for any floating plant intended to be utilized. Submit the completed NPP Form 159 (Rev) to the Government one working day prior to the joint equipment inspection. Notify the Government four calendar days prior to the joint equipment inspection. The joint equipment inspection will be held prior to beginning all work. A new inspection will not be held at each new location unless major repairs are performed while transiting to a new location. A Government representative will accompany the designated person during normal daylight working hours to view the plant and equipment intended to be utilized on this project. Any units found to be unsafe or otherwise not in compliance with the Contract clauses, specifications, and EM 385-1-1 will be deadlined and their use prohibited until the unacceptable conditions have been corrected. Mobilization payment will be delayed until the deficiencies have been corrected or replaced in an acceptable manner.

1.13 CONTRACTOR USE OF GOVERNMENT CRANES

Use of Government cranes for any work or access is not allowed. Use Contractor-furnished equipment to facilitate installation or handling of items and equipment for this Contract.

1.14 DAMAGED EQUIPMENT OR ABNORMAL CONDITIONS

Inform the CO immediately upon finding any damaged equipment or other abnormal conditions involving additional work in which the Contractor believes it has no responsibility. The failure or abnormality must not be disturbed until witnessed by the CO. Prior to proceeding further with work, the Contractor and the Government must agree in writing as to the responsibility for the damage or abnormality. Any damage or abnormal conditions not reported as specified above must also be corrected.

1.15 DAILY CLEANUP AND DISPOSAL

Keep all work areas reasonably neat on a daily basis. Collect, remove, and dispose of all debris resulting from the work, such as waste metalwork, packing cases, scrap lumber, and other debris off-site at least once per week. All costs of removing debris must be incidental to the work, and therefore, no separate payment will be made.

1.16 RESTORATION OF PROJECT ROADS

Project roads used for access will be evaluated and must be restored to their original condition by the Contractor as required. Repair and restoration must be made at the expense of the Contractor.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

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SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

This Section provides a summary of the various Contract work elements and their relationship to each other. This summary describes work activities within interim construction completion date. This Section does not provide the technical detail for particular work activities, but describes the work as a whole, providing overall perspective to the separate tasks and their interrelationships. Use this Section in conjunction with all the Specification Sections and the Drawings to establish the total work requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 Project Description

a. The work includes the repair of three Columbia River Pile Dikes located at River Miles (RM) 23.71, 23.81, and 24.63, connection of Pile Dikes 23.71 and 23.81, and incidental related work. At all pile dikes, work involves repair of the existing pile dikes with enhanced enrockment.

b. The dike repair length and connection between Pile Dikes 23.71 and 23.81 will be enhanced enrockment placed as shown on the drawings. Enhanced enrockment repair extents, dimensions, elevations, and grades are shown on the drawings.

c. New steel monopiles are installed as hazard markers as shown on the drawings.

d. Existing Navigation Aids and their supporting structures must not be disturbed.

e. This effort is to include all associated work required and described or shown within this Contract package.

(1) Remove debris fouled in the dike piles and submerged debris from the enhanced enrockment and scour apron areas as shown on the drawings. Debris is anticipated to consist primarily of woody debris and relic pile. Existing pile removal is not anticipated. Limited pile removal may be determined necessary by the Contractor, in coordination with the Contracting Officer.

(2) Place rock to raise the enrockment grades and elevations to that shown on the drawings. Crest width and side slopes for enhanced enrockments at each pile dike location are detailed in the drawings. Preserve all existing pile and navigation aids. Preserve all existing enrockments and use them as the base/foundation for enrockment repair.

(3) Install a new rock scour apron along the base/toe of the new

enrockment connecting Pile Dikes 23.71 and 23.81, the shoreside end of Pile Dike 24.63, and surrounding constructed hazard markers to protect against scour.

(4) Install new steel monopile hazard markers in locations shown on drawings. Pile specifications and sizes requirements are included in the following sections of these specifications and the Contract drawings.

(5) Fabricate and install signage with bird deterrent spikes atop each new steel monopile hazard marker. Signage details are included in the following sections of these specifications and the Contract drawings.

(6) The drawings for Pile Dikes 23.71, 23.81 and their connection are based on bathymetric survey data collected on May 12, 2022. The drawings for Pile Dike 24.63 are based on bathymetric and LiDAR survey data collected December 2-3, 2024.

(7) Contractor access to the work site must be from Contractor's vessel(s) by way of the Columbia River. No staging is permitted on Miller Sands or Rice Island.

(8) Perform surveying required including (but not limited to) documenting preconstruction and post-construction conditions, surveys to support volume and tonnage calculations, and to document as-built conditions.

1.2.2 Location

a. The work site is located in Wahkiakum County, Washington at River Miles (RMs) 23.71, 23.81, and 24.63 near Altoona, Washington. Contractor access to the work site must be from Contractor's vessel(s) by way of the Columbia River.

b. Potential for seasonal high and low river levels may occur that can affect construction activities.

1.3 CONTRACT DRAWINGS

a. The Drawings that accompany these Specifications are a part thereof.

b. Contract drawings, maps, and Specifications will be furnished to the Contractor without charge per Section 00 72 00 FAR 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS. Reference publications will not be furnished.

c. Immediately check furnished drawings, maps, and specifications and notify the Government of any discrepancies.

1.4 EXISTING WORK

In addition to Section 00 72 00 FAR 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

a. Remove or alter existing work in such a manner as to prevent injury or damage to any portion of the existing work to remain.

b. Upon completion of the work, repair or replace portions of existing

work, which have been damaged by Contractor's operations, to preconstruction conditions at the expense of the Contractor.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

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SECTION 01 12 00.00 25

SECURITY REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

This Section covers general requirements applicable to security requirements to the Contract. Costs associated with the following execution of requirements must be at the expense of 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. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

PRE-SCREEN CANDIDATES USING E-VERIFY PROGRAM (ATOPSEC 14)

Non-Us Citizens

1.3 PRE-SCREEN CANDIDATES USING E-VERIFY PROGRAM (ATOPSEC 14)

Comply with the requirements set forth in FAR 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at https://www.e-verify.gov/ to meet the Contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with RFO 22.1802-1(b). Submit an initial list of verified/eligible candidates to the CO no later than 30 business days after the initial Contract award.

1.4 NON-US CITIZENS

a. Submit a scanned legible color copy of the Permanent Resident Card (if available) and passport for all personnel who are non-US citizens working on this Contract. (Note: Passports and Permanent Resident Cards both contain PII and must be protected.)

   Note: Include Visitors Nationality, Name, Title and Organization or Company name.

b. Contractor personnel who are non-US citizens will not be permitted access to the Projects until the Foreign Visitor Authorization is received from U.S. Army Corps of Engineers Headquarters. Contractor personnel who are non-US citizens will not be permitted on-site until the Foreign Visitor Authorization is approved.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

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PARTNERING: LEVEL ONE

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PARTNERING: LEVEL ONE

PART 1 GENERAL

1.1 SUMMARY

This section defines the partnering requirements for the Contractor and the Government. The goal of partnering is to build and sustain trust among all stakeholders, improve communication and problem solving, reduce conflicts and disputes, identify and mitigate risk, and deliver the project safely, on schedule, and with quality. More information on the USACE Partnering principles can be found in EP 34-1-1.

1.2 ADMINISTRATIVE REQUIREMENTS

Participation in partnering is mandatory.

1.3 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. Where conflicts arise, the project specifications will govern.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EP 34-1-1 (2024) Partnering Playbook

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PARTNERING KICKOFF MEETING

a. A Partnering Kickoff Meeting will be held after Contract award. The Partnering Kickoff Meeting will be scheduled by the Government on the same day as the Preconstruction Conference. Key Contractor staff will be required to attend in person. Key personnel include, but are not limited to, Project Manager, Site Superintendent, Project Engineer, Quality Control Manager, and Site Safety Health Officer. The Government may invite other key stakeholders as necessary.

b. The purpose of the Partnering Kickoff Meeting is to initiate the partnering process, develop a partnering charter, establish issue resolution procedures, and develop a shared risk register. The Government will develop a draft agenda and seek input from the Contractor for additional agenda items.

3.2 PARTNERING PROGRESS MEETINGS

a. After the Partnering Kickoff Meeting, ongoing Partnering Progress Meetings must occur yearly, with a three-hour duration. The frequency

of Partnering Progress Meetings may be adjusted throughout the project to accommodate project needs.

b. The Partnering Progress Meetings will be scheduled by the Government. Key Contractor staff will be required to attend in person. Key personnel include, but are not limited to, Project Manager, Site Superintendent, Project Engineer, Quality Control Manager, and Site Safety Health Officer.

c. The purpose of the Partnering Progress Meetings is to update the partnering charter, discuss issue resolution, and update the shared risk register. The Government will develop a draft agenda and seek input from the Contractor for additional agenda items.

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PART 2 PRODUCTS

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MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 GENERAL INFORMATION

In each instance, the Contract price for an item will constitute full compensation as herein specified, as shown, or as otherwise approved. The Contract price and payment will also constitute full compensation for all work incidental to completion of the item, unless such work is otherwise specifically mentioned for separate payment under another line item. In the event any work is required by the specifications Sections or by the Drawings and not specifically mentioned in the Paragraphs MEASUREMENT and PAYMENT, separate or direct payment will not be made and all costs thereof are incidental to the work and included in the Contract prices and payments for all Contract Line Item Numbers (CLIN) listed in the price schedule.

1.2 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this Contract on which the Contract unit price payments will be made are listed in Section 00 10 00, PRICE SCHEDULE, and described below. The unit price and payment made for each item listed will constitute full compensation for furnishing all plant, labor, materials, and equipment; performing all associated Contractor quality control, environmental protection, commissioning, preparation of working as-built drawing redlines, Operation & Maintenance (O&M) manuals, tests and reports, meeting safety requirements; and for performing all work required for each of the unit price items.

1.3 JOB PAYMENT ITEMS

Payment items for the work of this Contract for which Contract job payments will be made are listed in Section 00 10 00, PRICE SCHEDULE, and described below. All costs for items of work, which are not specifically mentioned to be included in a particular job item, must be included in the listed job item most closely associated with the work involved. The job price and payment made for each item listed will constitute full compensation for furnishing all plant, labor, materials, and equipment; performing all associated Contractor quality control, environmental protection, commissioning, preparation of working as-built drawing redlines, O&M manuals, tests and reports, meeting safety requirements; and for performing all work required for which separate payment is not otherwise provided. Provide a schedule of values for job items prior to the first pay request. Update with each subsequent payment request.

MANDATORY ITEMS

1.4 MEASUREMENT AND PAYMENT

1.4.1 Mobilization and Demobilization, CLIN 0001

a. Measurement: Measurement will be made as a job for mobilizing and demobilizing all plant, equipment, fuel, supplies, materials, and

personnel to and from the job site. This Contract Line Item Number (CLIN) applies to the Prime Contractor and all subcontractor mobilization and demobilization.

b. Payment: Payment will be made at the Contract amount under CLIN 0001 as stated in Contract Clause 252.236-7004, PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (Dec 1991). Submit a schedule of mobilization and demobilization costs for approval prior to submitting the first request for payment.

1.4.2 Rock Placement Pile Dike 24.63, CLIN 0002

a. Measurement: Measurement will be made as a job for providing all labor, plant, equipment, and materials for placement of rock for the enhanced enrockment within the template, as shown on the drawings.

b. Payment: Payment will be made at the Contract amount under this CLIN.

1.4.3 Marker Pile Installation, CLIN 0003

a. Measurement: Measurement will be made as a job for providing all labor, plant, equipment, materials, pile preparation, species monitoring, and acoustic monitoring for marker pile installation to the embedment depth at the locations shown on the drawings.

b. Payment: Payment will be made at the Contract amount under this CLIN.

OPTIONAL ITEMS

1.4.3.1 Rock Placement Pile Dike 23.81, CLIN 0004

a. Measurement: Measurement will be made as a job for providing all labor, plant, equipment, and materials for placement of rock for the enhanced enrockment within the template, as shown on the drawings for.

b. Payment: Payment will be made at the Contract amount under this CLIN.

1.4.3.2 Rock Placement Pile Dike 23.71 and Connector, CLIN 0005

a. Measurement: Measurement will be made as a job for providing all labor, plant, equipment, and materials for placement of rock for the enhanced enrockment within the template, as shown on the drawings for.

b. Payment: Payment will be made at the Contract amount under this CLIN.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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PROJECT SCHEDULE

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11 (2017) Administration -- Project Schedules

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 that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Initial Schedule; G ECCC

1.3 QUALITY CONTROL

Designate an authorized representative who must be responsible for the preparation of the schedule and all required updating (activity status) and preparation of reports. The authorized representative must be experienced in scheduling projects similar in nature and complexity to this project and must be experienced in the use of the scheduling software that meets the requirements of this specification.

1.4 GENERAL REQUIREMENTS

a. Prepare for approval a Project Schedule, as described herein, pursuant to Contract Clause 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS. Show in the schedule the sequence in which the Contractor proposes to perform the work and dates on which the Contractor contemplates starting and completing all schedule activities. The scheduling of the entire project is required. Scheduling of construction are the responsibility of the Contractor. Contractor management personnel must actively participate in its development. Subcontractors and suppliers working on the project must also contribute in developing and maintaining an accurate Project Schedule. Coordinate with other Contractor's work at or near the site of the work under this Contract in accordance with Contract Clause 52.236-8, OTHER CONTRACTS.

b. The approved Project Schedule must be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

1.5 BASIS FOR PAYMENT AND COST LOADING

Use the schedule as the basis for determining Contract earnings during each update period and therefore the amount of each progress payment. Lack of an approved schedule update, or qualified scheduling personnel, will result in the inability of the Contracting Officer (CO) to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all required information will result in the disapproval of the initial and subsequent schedule updates. In the event schedule revisions have been directed by the CO and those revisions have not been included in subsequent revisions or updates, the CO may hold retainage up to the maximum allowed by Contract, each payment period, until such revisions to the Project Schedule have been made. Activity cost loading must be reasonable, as determined by the CO. The aggregate value of all activities coded to a Contract Line Item Number (CLIN) must equal the value of the CLIN on the Schedule.

1.6 SOFTWARE REQUIREMENTS

The schedule must be compatible with Primavera P6 Professional v22.

1.6.1 Critical Path Method

Use the Critical Path Method (CPM) of network calculation to generate the Project Schedule. Prepare the Project Schedule using the Precedence Diagram Method (PDM).

1.6.2 Milestones

Include milestone activities for each significant project event including but not limited to: Notice to Proceed (NTP), contractually required work windows, construction complete, and Contract complete.

1.6.3 Level of Detail Required

Include an appropriate level of detail in the Project Schedule. Failure to develop or update the Project Schedule or provide data at the appropriate level of detail, as determined by the CO, will result in its disapproval. The CO will consider, but is not limited to, the following characteristics and requirements to determine the appropriate level of detail:

1.6.3.1 Activity Durations

Submissions must follow the direction of the CO regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods. Procurement activities are defined herein. Less than two percent of all non-procurement activities must have Original Durations (OD) greater than 20 work days or 30 calendar days.

1.6.3.2 Procurement Activities

Include activities associated with the submittal, approval, procurement, fabrication and delivery of long lead materials, equipment, fabricated assemblies, and supplies. Long lead materials and equipment are those materials that have a procurement cycle of over 90 calendar days. A typical procurement sequence includes the string of activities: submit,

approve, procure, fabricate, and deliver.

1.6.3.3 Critical Activities

The following must be included and properly scheduled:

a. Submission and approval of O&M manuals.

b. Submission and approval of Record (As-built) drawings.

c. Submission and approval of all required testing and commissioning (i.e. systems, fire protection, TAB, and HVAC).

d. Testing and commissioning (i.e. systems, fire protection, TAB, and HVAC).

e. Contractor's punch-out inspection.

f. Correction of punchlist from Contractor's punch-out inspection.

g. Government's pre-final inspection.

h. Correction of punch list from Government's pre-final inspection.

i. Final acceptance inspection.

1.6.3.4 Government Activities

Government and other agency activities that could impact progress must be shown. These activities include, but are not limited to: submittal reviews, approvals, environmental permit approvals, inspections, lockout/tagout procedures, utility tie-in, Government-Furnished Equipment (GFE), and NTP for phasing requirements.

1.6.3.5 Responsibility

Identify all activities in the Project Schedule by the party responsible to perform the work. Responsibility includes, but is not limited to: the subcontractor, the Prime Contractor, or Government agency performing a given task. The responsible party for each activity must be identified by the Responsibility Code. Activities must not have more than one Responsibility Code.

1.6.3.6 Work Areas

Identify all activities in the Project Schedule by the work area in which the activity occurs. Activities must not be allowed to cover more than one work area. Define work areas based on resource constraints or space constraints that would preclude a resource, such as a particular trade or craft work crew, from working in more than one work area at a time due to restraints on resources or space. The work area of each activity must be identified by the Work Area Code and activities must not have more than one Work Area Code.

1.6.3.7 Contract Line Item Number (CLIN)

Code all activities to the CLIN on the Contract Line Item Schedule to which the activity belongs. CLIN Item code all activities, even when an activity is not cost loaded. An activity must not contain more than one

CLIN Item Code.

1.6.3.8 Phase of Work

Identify all activities in the Project Schedule by the phase of work in which the activity occurs. Code construction phases proposed by the Contractor to allow filtering and organizing the schedule by construction packages. Activities must not contain work in more than one phase of work. Each activity must be identified with a single project phase and have only one Phase of Work code.

1.6.3.9 Category of Work

Assign a Category of Work Code to all Activities based upon the category of work to which the activity belongs. Category of work refers, but is not limited, to the procurement chain of activities including such items as construction submittals, approvals, procurement, fabrication, delivery, weather sensitive installation, non-weather sensitive installation, start-up, and testing. Assign a Category of Work Code to each activity. Each activity must have only one Category of Work Code.

1.6.3.10 Definable Features of Work

Assign a Definable Feature of Work Code to appropriate activities based on the definable feature of work to which the activity belongs. Definable Feature of Work is defined in Specification Section 01 45 00.00 25, QUALITY CONTROL. An activity must not have more than one Definable Feature of Work Code. Not all activities are required to be Definable Feature of Work Coded.

1.6.3.11 Modification or Claim Number

Assign an Activity code to any activity or sequence of activities added to the schedule as a result of a Contract Modification, when approved by the CO. Any activity that is added or changed by Contract modification or used to justify claimed time must be identified by a Mod or Claim Number that changed the activity. Activities must not belong to more than one modification or claim item. Approval to add these activities does not necessarily mean the Government accepts responsibility and, therefore, liability for such activities and any associated impacts to the schedule, but rather the Government recognizes such activities are appropriately added to the schedule for the purposes of maintaining a realistic and meaningful schedule. Such activities must not be Responsibility Coded to the Government unless approved. Existing activities must not normally be changed to reflect modifications.

1.6.4 Scheduled Project Completion and Activity Calendars

The schedule interval must extend from NTP date to the required final physical completion and Contract end dates. The Contract completion activity (End Project) must finish based on the required Contract duration in the accepted Contract proposal, as adjusted for any approved Contract time extensions. The first scheduled work period must be the day after NTP is received by the Contractor. Schedule activities on a calendar to which the activity logically belongs. Activities may be assigned to a seven-day calendar when the Contract assigns calendar day durations for the activity such as a Government Acceptance activity. If the Contractor intends to perform physical work less than seven days per week, schedule the associated activities on a calendar with non-work periods identified

including weekends and holidays. Assign the Category of Work Code - Weather Sensitive Installation to those activities that are weather sensitive. Original durations must account for anticipated normal adverse weather. The Government will interpret all work periods not identified as non-work periods on each calendar as meaning the Contractor intends to perform work during those periods.

1.6.4.1 Project Start Date

Start the schedule no earlier than the date on which the NTP was acknowledged. Include as the first activity in the Project Schedule an activity called "Start Project". The "Start Project" activity must have an early start "ES" constraint date, equal to the date that the NTP was acknowledged, and a zero-day duration.

1.6.4.2 Constraint of Last Activity

Completion of the last physical activity in the schedule must be constrained by final construction physical completion date. Submission and acceptance of the last transmittal in the schedule must be constrained by the Contract end date. Schedule calculations must result in a negative float when the calculated early finish date of the last activity is later than the Contract end date. Include as the last activity in the Project Schedule an activity called "End Project". The "End Project" activity must have a late finish "LF" constraint date equal to the Contract end date for the project, and a zero-day duration or by using the "project must finish by" date in the scheduling software. The schedule must have no constrained dates other than those specified in the Contract. There must only be two open ended activities: Start Project (or NTP) with no predecessor logic and End Project with no successor logic.

1.6.4.3 Early Project Completion

In the event the Project Schedule shows completion of the project prior to the final construction physical completion and/or Contract end date, identify those activities that it intends to accelerate and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Specifically address each of the activities noted in the narrative report at every Project Schedule update period to assist the CO in evaluating the Contractor's ability to actually complete prior to the Contract period. The last activity must have a late finish constraint equal to the Contract end date and the schedule must calculate positive float. The Government will not approve an early completion schedule with zero float on the longest path. The Government is under no obligation to accelerate activities for which it is responsible to support a proposed early Contract completion.

1.6.5 Interim Completion Dates

Contractually specified interim construction completion dates must be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim construction completion date.

1.6.5.1 Start Phase

Include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity must have an "ES" constraint date equal to the date on which

the NTP was acknowledged, and a zero-day duration.

1.6.5.2 End Phase

Include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity must have an "LF" constraint date equal to the date on which the NTP was acknowledged, and a zero-day duration.

1.6.5.3 Phase "X" Hammock

Include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity must be logically tied to the earliest and latest activities in the phase.

1.6.6 Default Progress Data Disallowed

Actual Start and Finish dates must not be automatically updated by default mechanisms that may be included in the scheduling software systems. Actual Start (AS) and Actual Finish (AF) dates assigned during the updating process must match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the AS and AF dates on the Daily Quality Control Report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating must result in the disapproval of the Contractor's schedule and the inability of the CO to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity must be independent functions. Program features which calculate one of these parameters from the other must be disabled.

1.6.7 Out-of-Sequence Progress

Activities that have progressed before all preceding logic has been satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case basis subject to approval by the CO. Propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated Project Schedule. Correct out of sequence progress that continues for more than two update cycles by logic revision, as approved by the CO.

1.6.8 Negative Lags and Start to Finish Relationships

Lag durations contained in the Project Schedule must not have a negative value. Do not use Start to Finish (SF) relationships.

1.6.9 Calculation Mode

Schedule calculations must retain the logic between predecessors and successors even when the successor activity starts and the predecessor activity has not finished. Software features that in effect sever the tie between predecessor and successor activities when the successor has started and the predecessor logic is not satisfied ("progress override") will not be allowed.

1.7 SUBMISSIONS

Provide the submissions as described below. The data, reports, and network diagrams required for each submission must be in accordance with

Paragraph entitled SUBMISSION REQUIREMENTS.

1.7.1 Initial Schedule

a. Submit the Initial Schedule for approval within 30 calendar days after NTP. Provide a reasonable and realistic sequence of activities which represent all work through the entire Contract performance period. The Initial Schedule must be at a reasonable level of detail as determined by the CO.

b. Periodic Schedule Updates - Based on the result of progress meetings, specified in Paragraph entitled PERIODIC PROGRESS MEETINGS, submit periodic schedule updates. These submissions will enable the CO to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and Project Schedule data, which in the judgment of the CO is necessary for verifying the Contractor's progress, the Contractor must be deemed not to have provided an estimate upon which progress payment may be made.

1.7.2 Standard Activity Coding Dictionary

Use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used. A template SDEF compatible schedule backup file (sdef.prx) is available on the RMS website: http://rms.usace.army.mil/. The SDEF format is as follows:

SDEF Format			
Field	Activity Code	Length	Description
1	WRKP	3	Workers per Day
2	RESP	4	Responsible Party (e.g. GC, subcontractor, USACE)
3	AREA	4	Area of Work
4	MODF	6	Modification or REA number
5	BIDI	6	Bid Item (CLIN)
6	PHAS	2	Phase of Work
7	CATW	1	Category of Work
8	FOW1	10	Feature of Work (used up to 10 characters in length)
9	FOW2	10	Feature of Work (used up to 20 characters in length)
10	FOW3	10	Feature of Work (used up to 30 characters in length)

1.8 SUBMISSION REQUIREMENTS

Submit the following items for the Initial Schedule, and every Periodic Schedule update throughout the life of the project:

1.8.1 Data Submission

Provide the Project Schedule via email or file transfer site as required by the COR. Name files indicating the type of schedule: (Initialor Update), Contract number, and Data Date.

1.8.2 Narrative Report

Provide a Narrative Report with the initial and each update of the Project Schedule, as the basis of the Contractor's progress payment request. Include: a description of activities along the two most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to communicate to the Government the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis. Identify and explain why any activities that, based on their calculated late dates, should have either started or finished during the update period, but did not.

1.8.3 Approved Changes Verification

Include only those project schedule changes in the schedule submission that have been previously approved by the CO. Specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

1.8.4 Schedule Reports

The format for each activity for the schedule reports listed below must contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float, Actual Start Date, Actual Finish Date, and Percent Complete. The following lists typical reports that will be requested, of which one or more may be requested for each schedule submission:

1.8.4.1 Activity Report

A list of all activities sorted according to activity number.

1.8.4.2 Logic Report

A list of detailed Preceding and Succeeding activities for every activity in ascending order by activity number.

1.8.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. List activities which have the same amount of total float in ascending order of Early Start Dates. Do not show completed activities on this report.

1.8.4.4 Earnings Report by CLIN

A compilation of the Contractor's Total Earnings on the project from the NTP to the data date. This report must reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and CO at the most recent Monthly Progress Meeting.

Provided that the Contractor has provided a complete schedule update, this report must serve as the basis of determining Contractor progress payments. Group activities by CLIN and sorted by activity numbers. This report must: sum all activities coded to a particular CLIN and provide a CLIN item percent earned value, and complete and sum all CLIN items to provide a total project percent complete. Printed report must contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

1.8.5 Gantt Chart

The Gantt Chart is required for the Initial and Periodic Updates. Depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The CO will use, but is not limited to, the following conditions to review compliance with this Paragraph:

1.8.5.1 Continuous Flow

Diagrams must show a continuous flow from left to right with no arrows from right to left. Show the activity number, description, duration, and estimated earned value on the diagram.

1.8.5.2 Project Milestone Dates

Show dates on the diagram for start of project, any Contract required interim completion dates, and final construction physical completion and Contract end dates.

1.8.5.3 Critical Path

Clearly show the two critical paths.

1.8.5.4 Banding

Organize activities as directed to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area, and/or responsibility.

1.8.5.5 S-Curves

Show earnings curves for projected early and late earnings and earnings to date.

1.9 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment must include a monthly onsite meeting or other regular intervals as determined by CO. During this meeting describe, on an activity by activity basis, all proposed revisions and adjustments to the Project Schedule required to reflect the current status of the project. The CO will approve activity progress, proposed revisions, and adjustments as appropriate. The Contractor's Project Manager and Authorized Scheduler must attend the meeting with the CO.

1.9.1 Update Submission Following Progress Meeting

If required by the CO, submit a schedule update, not later than four working days after the monthly progress meeting. Include a complete

update of the Project Schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, reflecting only those changes made during the previous update meeting.

1.9.2 Status of Activities

Update information, including Actual Start (AS) Dates, Actual Finish (AF) Dates, Remaining Durations (RD), and Percent Complete will be subject to the approval of the CO. As a minimum, address the following items on an activity by activity basis during each progress meeting:

1.9.2.1 Start and Finish Dates

Accurately show the status of the Actual Start (AS) and Actual Finish (AF) dates for each activity currently in-progress or completed since the last update. Only assign AS dates when actual progress occurs on an activity.

1.9.2.2 Remaining Duration

Update the estimated Remaining Duration for each activity in-progress. Base time-based progress calculations on Remaining Duration for each activity.

1.9.2.3 Cost Completion

Update the earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

1.9.2.4 Percent Complete

Update the percent complete for each activity started based on the realistic assessment of earned value. Activities which are complete except for remaining minor punch list work and which do not restrain the initiation of successor activities may be declared 100 percent complete.

1.9.2.5 Logic Changes

Specifically identify and discuss all logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, Contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to Contract provisions. The Government will only approve logic revisions for the purpose of keeping the schedule valid in terms of its usefulness in calculating a realistic completion date, correcting erroneous logic ties, and accurately sequencing the work.

1.9.2.6 Other Changes

Other changes required due to delays in completion of any activity or group of activities include:

a. Delays beyond the Contractor's control, such as strikes and unusual weather.

b. Delays encountered due to submittals, Government Activities, deliveries, or work stoppages which make re-planning the work

necessary.

c. Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

1.10 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor believes it is entitled to an extension of the Contract performance period, final construction physical completion date, Contract end date, or any interim milestone date, furnish the following for a determination by the CO: justification, Project Schedule data, and supporting evidence as the CO may deem necessary. Submission of proof of excusable delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals by the Government. In response to each Request For Proposal issued by the Government, submit a schedule impact analysis demonstrating whether or not the change contemplated by the Government impacts the critical path.

1.10.1 Justification of Delay

The Project Schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The CO's determination as to the number of allowable days of Contract extension must be based upon the Project Schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in a calculated schedule delay, will not be a cause for a time extension to the performance period, final construction physical completion date, Contract end date, or any interim milestone date.

1.10.2 Extension Submission Requirements

a. Submit a justification for each request for a change in the final construction physical completion and Contract end dates of less than two weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request must be in accordance with the requirements of other appropriate Contract Clauses and must include, as a minimum:

(1) A list of affected activities, with their associated Project Schedule activity number.

(2) A brief explanation of the causes of the change.

(3) An analysis of the overall impact of the changes proposed.

(4) A sub-network of the affected area.

b. Identify activities impacted by a unique activity code contained in the required data file.

1.10.3 Additional Submission Requirements

For any requested time extension of over two weeks, the CO may request an interim update with revised activities for a specific change request. Provide this within four days of the CO's request.

1.11 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, submit proposed schedule revisions within seven calendar days of the NTP being issued. The proposed revisions to the schedule will be approved by the Government prior to inclusion of those changes within the Project Schedule. If the Contractor fails to submit the proposed revisions, the CO may furnish the Contractor with suggested revisions to the Project Schedule. Include these revisions in the Project Schedule until revisions are submitted and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the CO, advise the CO within one week of receipt of the revisions. Regardless of the objections, continue to update the schedule with the CO's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within one week of receipt of the CO's proposed revisions, the Contractor will be deemed to have concurred with the CO's proposed revisions.

1.12 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, must not be considered for the exclusive use of either the Government or the Contractor.

1.13 PAYMENT

Include an updated schedule with each progress payment request submitted. The updated schedule will be used as a basis to evaluate the Contractor's progress for purposes of payment. Lack of an updated schedule will result in an inability of the CO to perform a full evaluation of the Contractor's progress. Failure to provide all information, as specified, must result in the disapproval of the entire Project Schedule submission. The CO may withhold payment until the Contractor's schedule has been approved by the Government. In the case where Project Schedule revisions have been directed by the CO and those revisions have not been included in the Project Schedule, the CO may hold retainage up to the maximum allowed by Contract, each payment period, until revisions to the Project Schedule have been made.

1.14 TRANSFER OF SCHEDULE DATA INTO RMS CM

Download and upload the schedule data into the Resident Management System Contractor MODE (RMS CM), Section 01 45 00.15 25, RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), prior to databases being transferred to the Government and is considered to be additional supporting data in a form and detail required by the CO pursuant to Contract Clause 52.232-5, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. The receipt of a proper payment request pursuant to Contract Clause 52.232-27, PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS, is contingent upon the Government receiving both acceptable and approvable hard copies and electronic export from RMS CM of the application for progress payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section --

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PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 GENERAL INFORMATION

a. Make submittals as required by the Specifications. The Contracting Officer (CO) may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective Sections.

b. Use the same units of weights and measures on all submittals as those used in the Contract Drawings.

c. Each submittal must be complete and in sufficient detail to allow ready determination of compliance with Contract requirements.

d. The Contractor's Quality Control (CQC) System Manager must check and approve all items prior to submittal and stamp, sign, and date indicating action taken. Proposed deviations from the Contract requirements must be clearly identified. Submittals must 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.

e. Submittals requiring Government approval must be scheduled and approved prior to the acquisition of the material or equipment covered thereby.

f. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

g. Submittals requiring professional licensure, signature, and stamp must comply with all State professional licensing and registration requirements.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with this Section:

SD-01 Preconstruction Submittals

Submittal Register; G

SD-07 Certificates

Authorized Shop Drawing Approvers

1.3 DEFINITIONS

1.3.1 Submittal Descriptions (SD)

Submittal requirements are specified in the technical Sections and in the preliminary submittal register (ENG Form 4288-R, Attachment A1). Submittals are identified by Submittal Description (SD) numbers and titles as follows:

SD-01 Preconstruction Submittals

a. Submittals required prior to start of construction work. Includes, but not limited to: schedules, tabular list of data, or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

b. Certificates of insurance.

c. Surety bonds.

d. List of proposed subcontractors.

e. List of proposed products.

f. Construction Progress Schedule.

g. Submittal register.

h. Schedule of prices.

i. Health and safety plans.

j. Work plan.

k. Contractor Quality Control (CQC) plan.

l. Environmental protection plan.

SD-02 Shop Drawings

a. Drawings, diagrams, and schedules specifically prepared to illustrate some portion of the work.

b. 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.

c. Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

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

b. Warranty language when the Contract requires extended product warranties.

SD-04 Samples

a. Fabricated or unfabricated physical examples of materials, equipment, or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

b. 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.

c. Field samples and mock-ups constructed on the project site establish standards by which the ensuing 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-06 Test Reports

a. 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 accordance with specified requirements. (Testing must have been within three years of date of Contract award for the project.)

b. 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.

c. 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.

d. Investigation reports.

e. Daily logs and checklists.

f. Final acceptance test and operational test procedure.

g. Any reports required by the CO or designated representative to assure successful completion of tasks during the life of the Contract.

SD-07 Certificates

a. Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system, or material attesting that product, system, or material meets specification requirements. Must be dated after award of project Contract and clearly name the project.

b. Document required of Contractor, or of a manufacturer, 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.

c. Confined space entry permits.

d. Text of posted operating instructions.

SD-11 Closeout Submittals

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

b. Special requirements necessary to properly close out a construction Contract. For example, Record Drawings and as-built drawings.

1.3.2 Approving Authority

Office or designated person authorized to approve submittal.

1.3.3 Work

As used in this Section, on- and off-site construction required by Contract documents, including labor necessary to produce submittals (except those SD-01 Pre-Construction Submittals noted above) construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.4 SUBMITTAL DESIGNATION

Submittals are classified as follows:

a. Government Approved (G). Government approval is required for critical materials, deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, and other items as designated by the CO.Within the terms of FAR 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, they are considered to be "shop drawings".

b. Information Only. Submittals not requiring Government approval will be for information only. Within the terms of the FAR 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, these submittals are not considered to be "shop drawings".

1.5 SUBMITTAL REGISTER

1.5.1 Maintain Submittal Register

a. Prepare and maintain Submittal Register, ENG Form 4288-R, see Section 01 45 00.15 25, RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), as the work progresses. Do not change data which is output in columns (c), (d), (e), and (f) as delivered by Government; retain data which is output in columns (a), (g), (h), and (i) as approved. This list may not be all inclusive and additional submittals may be required. Do not preassign transmittal numbers when preparing the submittal register. The preliminary and then the approved submittal register will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the Contract.

b. The Government will provide the preliminary submittal register in electronic format with the following fields completed, to the extent that will be required by the Government during subsequent usage.

Column (c): Lists Specification Section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type, e.g. SD-02 Shop Drawings) required in each Specification Section.

Column (e): Lists one principal paragraph in Specification Section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

c. Thereafter, track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the Government.

1.5.2 Use of Submittal Register

Submit submittal register with project schedule and QC plan. Verify that all submittals required for work are listed and add missing submittals. Coordinate, update, and complete the fields on the submitted register in RMS CM with the project schedule and QC plan.

1.5.3 Government Approved Submittals

1.5.3.1 Quantity of Submittals

SD-01, SD-02, SD-03, and SD-05 through SD-11 submittals: Upload submittals with corresponding ENG 4025-R transmittal forms as outlined in Paragraph entitled E-SUBMITTALS. SD-04 submittals: Submit two samples of "G" submittals with two corresponding ENG 4025-R transmittal forms, unless otherwise specified. Upon completion of review, "G" submittal copies will be marked with an action code, dated, electronically signed, and electronically returned to the Contractor as specified below:

1.5.3.2 Processing of "G" Submittals.

a. Submittals will be reviewed and processed as follows:

(1) Approved as Submitted (Action Code "A"): Submittals which can be approved without correction will be stamped "Approved" and one copy returned returned electronically to the Contractor.

(2) Approved, Except as Noted on Drawings (Action Code "B"): Submittals which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted".

(3) Approved, Except as Noted on Drawings, Resubmission Required (Action Code "C"): Submittals which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and returned electronically to the Contractor for correction. Resubmittal of only those items needing correction required.

(4) Will be Returned by Separate Correspondence (Action Code "D"): Submittals will be addressed by Serial Letter and the Contractor must respond according to instructions in the letter.

(5) Disapproved (Action Code "E"): Submittals which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor

stamped "Disapproved." Submittal will be returned electronically to the Contractor and an explanation will be furnished on the submitted material or on ENG Form 4025-R indicating reason for disapproval. Complete resubmittal required.

(6) Receipt Acknowledged (Action Code "F"): Submittals stamped "Receipt Acknowledged" are complete and returned electronically to the Contractor.

(7) Other (Specify) (Action Code "G"): Submittals requiring other specific action will be stamped "Other (Specify)" and returned with a description in the Remarks section. Submittal will be returned electronically to the Contractor. Resubmittal of only those items needing correction required.

(8) Receipt Acknowledged, Does Not Comply (Action Code "X"): Submittals which have been received but do not comply with Contract requirements. Submittal will be returned electronically to the Contractor stamped "Receipt Acknowledged, Does Not Comply" and an explanation will be furnished. Corrective action and resubmittal required.

b. Resubmittal will not be required for approved submittals unless subsequent changes are made by Contractor or by Contract modification. For submittals required to be resubmitted, make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Resubmittals must be associated with the "parent" by use of sequential numbers (for example, resubmittal of transmittal 8 will be 8.1, 8.2, etc). Government costs incurred after the first resubmittal may be charged to the Contractor.

1.5.4 Information Only Submittals

1.5.4.1 General

Upload submittal with corresponding ENG 4025 forms as outlined in Paragraph entitled E-SUBMITTALS. Normally information only submittals will not be returned. Government approval is not required on information only submittals. These submittals will be used for information purposes. 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 CO from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.5.4.2 Processing of Information Only Submittals

Submit information only submittals electronically prior to delivery of the material or equipment to the job site. ENG Form 4025-R must be marked with the words "Contractor approved - information copy only" in the REMARKS block of the form. Submittals will be monitored and spot checks made. When such checks indicate noncompliance, the Contractor will be notified by the same method used for Government Approval submittals. Resubmittal of nonconforming information only submittals must be

reclassified Government Approval ("G") and re-submitted electronically for approval.

1.6 SUBMITTAL COORDINATION

1.6.1 Submittal Coordination Meeting

Meet with the CO, after the preconstruction conference and before any submittals are sent to the CO, to further develop the preliminary submittal register (ENG Form 4288-R). During the meeting identify and group all required items into the categories as shown in Paragraph entitled SUBMITTAL DESIGNATION.

1.6.2 Submittal Register ENG Form 4288-R

Coordinate the submittal register with the progress schedule and submit within 30 days of Notice to Proceed. In preparing the final document, allow a minimum of 30 days for review and approval, and possible resubmittal of each item on the register.

1.6.3 Submittal Register Updates

The CQC System Manager must review the listing at least every 30 days and take appropriate action to maintain an effective system. Submit copies of updated or corrected listings to the CO at least every 30 days in the quantity specified.

1.7 SCHEDULING

Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Adequate time (a minimum of 30 calendar days exclusive of mailing time) must be allowed and shown on the register for Government review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

a. Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.

b. Submittals called for by the Contract documents must be listed on the register. Approval by the CO does not relieve the Contractor of supplying submittals required by the Contract documents but which have been omitted from the register.

c. Re-submit register and annotate monthly with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.

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

1.8 TRANSMITTAL FORM (ENG FORM 4025-R)

Use the sample transmittal form ENG Form 4025-R for submitting both Government Approval and Information Only submittals in accordance with the instructions on the reverse side of the form. These forms are included in the RMS CM software that the Contractor is required to use for this

Contract, per Section 01 45 00.15 25, RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM). Fill forms in completely prior to submittal. Exercise special care to ensure proper listing of the specification paragraph number(s) and Contract Drawing sheet number(s) pertinent to the data submitted for each item. List each submittal item separately on the form, naming subcontractor, supplier, or manufacturer; applicable specification paragraph number(s); drawing/sheet number; pay item number; and any other information needed to identify the item, define its use, and locate it in the work. One or more ENG 4025-R forms may be used per Specification Section, however, DO NOT include more than one Specification Section per transmittal.

1.9 CROSS-REFERENCE (ENG FORM 4288-R/ENG FORM 4025-R)

To provide a cross-reference between the approved submittal register and transmittal forms, the Contractor must record the "transmittal numbers" assigned when submitting items in column "Transmittal No." of the ENG Form 4288-R. The numbers in column "Transmittal No." of the submittal register must correspond to the column "Item No." on ENG Form 4025-R.

1.10 SUBMITTAL PROCEDURES

Upload submittals in accordance with subparagraphs entitled Government Approved Submittals and Information Only Submittals, unless indicated otherwise in the technical specifications. Submit a complete collated "reviewers copy" with one ENG 4025-R form and attachments (not originals). Submit hard copy and electronic copies of Record (as-built) Drawings and O&M Manuals in accordance with the applicable Specification Sections.

1.10.1 e-Submittals

The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time. Transmit all submittals, including either an electronically signed or signed scanned copy of form ENG 4025, to the Government electronic (PDF) format via email or other secure internet accessible service such as ShareFile, ProCore, Submittal Exchange, or a FTP site that utilize 256-bit SSL encryption and hosted as SAS70 Type II compliant data centers. Submittals must be entered and tracked using RMS CM (see Section 01 45 00.15 25, RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM). At completion of Contract closeout, provide a minimum of two archival files that include all documents and tracking logs. Color samples, color charts, or physical material samples shall not be transmitted electronically. E-Submittals will not relieve the Contractor from following all applicable requirements within this and other Specifications Sections and Contract Clauses.

1.10.2 Approval of Submittals by the Contractor

a. Submit names and titles of Contractor Authorized Shop Drawing Approvers to the CO with the ENG Form 4288-R. Supplier or subcontractors certifications are not acceptable as meeting this requirement.

b. Before submittal to the CO, the Contractor's Authorized Shop Drawing Approvers must review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with Drawings and Specifications. Do not use red markings for correcting material to be submitted. Red markings are reserved for

CO's use.

c. Submittals for Government Approval must first be Contractor-approved and stamped, see Paragraph entitled CONTRACTOR APPROVAL STAMP.

d. Submittals not conforming to the requirements of this Section will be returned to the Contractor for correction and resubmittal.

1.10.3 Drawings

Each drawing must be not larger than D size (22 inches high by 34 inches wide), include a title block in lower right hand corner, and a 3- by 4-inch clear area adjacent. The title block must contain vendor's name, Contract number, description of item(s), Contract line item number, and a revision block. Separate drawings are required for each Contract line item. Where drawings are submitted for assemblies of more than one piece of equipment or systems, of components dependent on each other for compatible characteristics, complete information must be submitted on all such related components at the same time. The information must be complete and the sequence of drawing submittal must be such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, must consist of complete assembly and detail drawings. All revisions after initial submittal must be shown by number, date, and subject in revision block. Any drawing submitted, that is not of satisfactory quality, will be returned and must be corrected and re-submitted.

1.10.3.1 Printed Material

All requirements for shop drawings apply to catalog cuts, illustrations, printed specifications, or other data submitted, except the 3- by 4-inch clear area adjacent to the title block is not mandatory. Mark out inapplicable portions of the documents. Applicable items such as model numbers, sizes, and accessories must be indicated by arrow or highlighted.

1.11 SAMPLES REQUIRING LABORATORY ANALYSIS

See Section 01 45 00.00 25, QUALITY CONTROL, for procedures and address for samples requiring Government testing.

1.12 SAMPLES REQUIRING VISUAL INSPECTION

Coordinate samples requiring only physical inspection for appearance and suitability with the on-site Government Quality Assurance Representative (GQAR).

1.13 FIELD TEST REPORTS

Deliver routine tests such as soil density, concrete deliveries, and repetitive pressure testing to the GQAR with the daily Quality Control reports. See Section 01 45 00.00 25, QUALITY CONTROL.

1.14 PURCHASE ORDERS

a. Each purchase order issued by the Contractor for materials and equipment to be incorporated into the work must:

(1) Clearly identify the applicable Contract number

(2) Carry an identifying number

(3) Be in sufficient detail to identify the material being purchased

(4) Indicate a definite delivery date.

b. Furnish copies of purchase orders to the CO when the Contractor requests assistance for expediting deliveries of equipment or materials, or when requested by the CO for the purpose of quality assurance review.

1.15 CERTIFICATES OF COMPLIANCE

Submit an electronic copy of certificates required for demonstrating proof of compliance of materials with specification requirements. Each certificate must be signed by an official authorized to certify on behalf of the manufacturing company, contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates must contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.16 DISAPPROVED SUBMITTALS

a. Make all corrections required by the CO and promptly furnish a corrected submittal in the form specified for the initial submittal. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the Contract drawings or Specifications; notice as required under Contract Clause 52.243-4, CHANGES, is to be given to the CO. The Contractor must be responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the Government requiring rejection and removal of such work at the Contractor's expense.

b. If changes are necessary to submittals, make such revisions and re-submit the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.17 APPROVED SUBMITTALS

a. The CO's approval or acceptance of submittals shall not be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory.

b. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this Contract must be responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.

c. After submittals have been approved by the CO, no resubmittal for the purpose of substituting materials or equipment will be considered

unless accompanied by an explanation of why a substitution is necessary.

1.18 APPROVED SAMPLES

a. Approval of a sample is only for the characteristics or use named in such approval and must not be construed to change or modify any Contract requirements. Before submitting samples, ensure that the materials or equipment will be available in quantities required. No change or substitution will be permitted after a sample has been approved.

b. If requested, approved and/or disapproved samples, including those which may be damaged in testing, will be returned at the expense of the Contractor upon completion of the Contract.

c. Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this Contract, any further samples of the same brand or make of that material. Government reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.

d. Samples of various materials or equipment delivered on the site or in place may be taken by the CO for testing. Samples failing to meet Contract requirements will automatically void previous approvals. Contractor must replace such materials or equipment to meet Contract requirements.

e. Approval of the Contractor's samples by the CO does not relieve the Contractor of his/her responsibilities under the Contract.

1.19 CONTRACTOR'S FILES

Maintain "Approved as Accepted" and "Approved, Except as Noted on Drawings" (Action Codes "A" and "B") shop drawing files in fabrication shops and at field sites for Government use.

1.20 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein must be included in the applicable unit prices or job prices contained in the Price Schedule. Payment will not be made for any material or equipment which does not comply with Contract requirements.

1.21 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment will be made for any materials incorporated into the work for Information Only submittals found to contain errors.

1.22 CONTRACTOR APPROVAL STAMP

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

CONTRACTOR
(Firm Name)

_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

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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 BUREAU OF SHIPPING (ABS)

ABS 152	Guide for Certification of Lifting Appliances

AMERICAN PETROLEUM INSTITUTE (API)

API Spec 2C	Offshore Pedestal-mounted Cranes

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B30.8	Floating Cranes and Floating Derricks
ASME B30-PKG	All Volumes of the Safety Standard

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ANSI/ASSP A10.34	(2021) Protection of the Public on or Adjacent to Construction Sites
ANSI/ASSP Z244	Control of Hazardous Energy

ASTM INTERNATIONAL (ASTM)

ASTM F855	(2025) Standard Specifications for Temporary Protective Grounds to Be Used on De-energized Electric Power Lines and Equipment

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 1048	(2016) Guide for Protective Grounding of Power Lines
IEEE C2	(2023) National Electrical Safety Code

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)

ANSI/ISEA Z89.1	(2014; R 2019) American National Standard for Industrial Head Protection

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10	(2026) Standard for Portable Fire Extinguishers
NFPA 51B	(2024) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70	(2026) National Electrical Code
NFPA 70E	(2024) Standard for Electrical Safety in the Workplace
NFPA 241	(2022; ERTA 22-1) Standard for Safeguarding Construction, Alteration, and Demolition Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety -- Safety and Occupational Health (SOH) Requirements

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1926	Safety and Health Regulations for Construction
CPL 2.100	(1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

1.2 DEFINITIONS

The following definitions are for the convenience of the reader. If there is a referenced document in the text of this specification section, that is the document that should define terms for that paragraph. If further clarification is needed, contact the Contracting Officer.

1.2.1 Site Safety and Health Officer (SSHO)

A Contractor Employee that is responsible for overseeing and ensuring implementation of the prime Contractor's Safety and Occupational Health (SOH) program according to the Contract, EM 385-1-1, applicable federal, state, and local requirements.

1.2.1.1 Level One SSHO

A designated employee with full-time SOH responsibility that meets the following requirements (reference EM 385-1-1 2-3.b for additional information):

a. Initial SOH Training. OSHA 30-hour general industry or construction safety training.

b. Competency Training Requirements. Maintained competency by taking 24 hours of documented formal classroom or online.

c. Experience Requirements. At least five years of cumulative safety experience, within the last ten years, managing or implementing a SOH program on projects similar in industry type, size, and complexity as the project described in the contract scope of work.

1.2.1.2 Level Two SSHO

A designated employee with collateral duty SOH responsibility that meets the following requirements (reference EM 385-1-1 2-3.b for additional information):

a. Initial SOH Training. OSHA 30-hour general industry or construction safety training.

b. Competency Training Requirements. Maintained competency by taking 24 hours of documented formal classroom or online.

c. Experience Requirements. At least three years of cumulative safety experience, within the last ten years, managing or implementing a SOH program on projects similar in industry type, size, and complexity as the project described in the contract scope of work.

1.2.1.3 Level Three SSHO

A designated Qualified Person (QP) or Competent Person (CP) with SOH responsibility that has experience which enables identification of hazards and implementation of controls for the work being performed. Reference EM 385-1-1 2-3.b for additional information.

1.2.1.4 Alternate SSHO

An employee that meets the definition of the contract-required level SSHO, but is not the primary SSHO.

1.2.2 Competent Person (CP)

The CP is a person designated in writing, who, through training, knowledge and experience, is capable of identifying, evaluating, and addressing existing and predictable hazards in the working environment or working conditions that are unsanitary, hazardous, or dangerous to personnel, and who has authorization to take prompt corrective measures to eliminate them.

1.2.3 Qualified Person (QP)

The QP is a person designated in writing, who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems related to the subject matter, the work, or the project.

1.3 SUBMITTALS

Government Acceptance or Approval does not remove responsibility from the Contractors for their actions or liability.

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G

Crane Operators; G

Scaffolding; G

Site-Specific Energy Control Plan (SSECP); G

Hearing Conservation Program (HCP); G

Respiratory Protection Program (RPP)

Regulatory Citations, Violations, And Corrective Action

Site Safety And Health Officer (SSHO)

SD-06 Test Reports

Accident Reports; G

LHE Inspection Reports

Monthly Exposure Reports; G

SD-07 Certificates

Activity Hazard Analysis (AHA); G

Certificate of Compliance; G

Hot Work Permit

Critical Lift Plan; G

Third Party Certification Of Barge-Mounted Mobile Cranes And Mobile Equipment; G

1.4 PUBLIC HEALTH EMERGENCIES

In the event of a declared public health emergency, follow safety precautions as required by the Occupational Safety and Health Administration (OSHA) www.osha.gov, the Centers for Disease Control and Prevention (CDC) www.cdc.gov, and as required by federal, state and local requirements.

1.5 REFERENCED ENGINEER FORMS (ENG)

The Engineer Forms listed within this specification can be found at the following website: https://www.publications.usace.army.mil/USACE-Publications/Engineer-Forms/.

1.6 MONTHLY EXPOSURE REPORTS

Submit a Monthly Exposure Report by the fifth of each month in the Construction Management System. This report is a compilation of employee-hours worked each month for all site workers, both Prime and

subcontractor.

1.7 REGULATORY REQUIREMENTS

a. In addition to the detailed requirements included in the provisions of this Contract, comply with the most recent edition of USACE EM 385-1-1, and the following federal, state, and local laws, ordinances, criteria, rules and regulations at the date of the Solicitation for this Contract. Submit regulatory citations, violations, and corrective action, and 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.

b. Contact the Contracting Officer (CO) immediately of any OSHA or other regulatory agency inspection or visit, and provide the CO with a copy of each citation, report, and Contractor response. Correct violations and citations promptly and provide written corrective action plan to the CO.

1.8 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

1.8.1 Site Safety and Health Officer (SSHO)

1.8.1.1 Qualifications of SSHO

This Contract requires a Level One SSHO. All SSHOs must demonstrate compliance with the training and experience requirements identified in the EM 385-1-1, Section 2-3 and this Contract.

1.8.1.2 Duties of SSHO

All SSHOs must perform the roles and responsibilities as identified in this Contract and the EM 385-1-1. All SSHOs will be designated on an ENG Form 6282: https://www.publications.usace.army.mil/USACE-Publications/Engineer-Forms/ SSHO are subject to dismissal if their required duties are not being effectively carried out. If the SSHO is dismissed, project work will be stopped and will not be allowed to resume until a suitable replacement is approved and the above duties are again being effectively carried out.

1.8.1.3 Safety Meetings

Conduct safety meetings to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent Safety and Occupational Health (SOH) training and motivation. Conduct meetings at least once a month for all supervisors at the project location. The SSHO, supervisors, or foremen must conduct meetings at least once a week for the trade workers. Document meeting minutes to include the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Include meeting minutes in the Daily QC Report. Notify the Contracting Officer of all scheduled meetings seven calendar days in advance.

1.8.2 Roles and Responsibilities of Prime Contractor and SSHO

a. The Prime Contractor and SSHO must ensure that the requirements of all

applicable OSHA and EM 385-1-1 are met for the project. The Prime Contractor must ensure an SSHO or an equally qualified Alternate SSHO(s) is at the worksite at all times. If the required SSHO has to temporarily (that is, up to 24 hours / one day) leave the site of work due to unforeseen or emergency situations, a Level One, Two, or Three SSHO may be used in the interim and must be on the site of work at all times when work is being performed.

b. If the SSHO must be off-site for a period longer than 24 hours, a qualified alternate that meets the contract requirements must be onsite.

c. Prime contractor must ensure all SSHOs:

(1) Are designated on an ENG Form 6282.

(2) Meet minimum training and experience requirements identified in EM 385-1-1.

(3) Execute roles and responsibilities identified in EM 385-1-1.

1.8.3 Multiple Work Shifts

For a project involving multiple work shifts, provide a minimum of a Level Two SSHO for each additional shift.

1.8.4 Crane Operators

Comply with the crane operator's training and medical requirements in EM 385-1-1 Chapter 16; ASME B30-PKG; 29 CFR 1910; and 29 CFR 1926. Submit documentation for all crane operators including certification, qualifications, and designation in writing.

1.8.5 Competent Person for Fall Protection

Provide a CP for Fall Protection who meets the requirements of EM 385-1-1.

1.8.6 Competent Person for Confined Space Entry

a. Provide a CP for Confined Space Entry who meets the requirements of EM 385-1-1 and herein. The CP for Confined Space Entry must supervise the entry into each confined space in accordance with EM 385-1-1.

1.9 ACCIDENT PREVENTION PLAN (APP)

1.9.1 Accident Prevention Plan (APP)

a. Submit the APP to the Contracting Officer at least 30 calendar days prior to planned mobilization. Work cannot proceed without an accepted APP.

b. A competent person must prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of EM 385-1-1, ENG Form 6293 https://www.publications.usace.army.mil/USACE-Publications/Engineer-Forms/ and herein.

c. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. Once reviewed and

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 is cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

d. The Government considers the Prime Contractor to be the "controlling employer" for all worksite 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 SSHO must provide and maintain the APP and a log of signatures by each subcontractor foreman, attesting that they have read and understand the APP, and make the APP and log available on-site to the Contracting Officer. If English is not the foreman's primary language, the Prime Contractor must provide an interpreter.

e. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Changes to the accepted APP must be made with the knowledge and concurrence of the Contracting Officer, Project Superintendent, SSHO and Quality Control Manager. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered. Should any severe hazard exposure (i.e., imminent danger) become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate and 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 ANSI/ASSP A10.34), and the environment.

1.9.2 Names and Qualifications

Provide plans in accordance with the requirements outlined in EM 385-1-1, including the following:

a. Names and qualifications (resumes including education, training, experience and certifications) of site safety and health personnel designated to perform work on this project to include the designated Site Safety and Health Officer and other competent and qualified personnel to be used. Specify the duties of each position.

b. As a minimum, designate and submit qualifications of Competent Persons (CP) for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; and personal protective equipment. Designate and submit qualifications for additional CPs as applicable to the work performed under this Contract.

1.9.3 Plans

Provide plans in the APP in accordance with the requirements outlined in EM 385-1-1 and as detailed in ENG Form 6293, including the following:

1.9.3.1 Site-Specific Energy Control Plan (SSECP)

When a Contractor SSECP is required for work on or near any system that produces, uses, or stores hazardous energy, the SSECP must be site-specific and developed according to EM 385-1-1 Figure 12-1 and ANSI/ASSP Z244, and when electricity is a potential energy source, the plan must also include the required elements of NFPA 70E. The plan must clearly and specifically outline the scope, purpose, authorization, roles and responsibilities, and techniques to be used. Reference EM 385-1-1 12-7.a for specific requirements of the SSECP.

1.9.3.2 Fall Protection and Prevention Plan (FPP)

A Fall Protection and Prevention Plan is required when employees are working at heights or exposed to fall hazards. The plan must be site specific and developed by a CP or QP and updated as conditions change, but at least annually. Reference EM 385-1-1 21.7a for specific requirements of the FPP.

1.9.3.3 Hearing Conservation Program (HCP)

A Hearing Conservation Program (HCP) is required when employees are exposed to hazardous noise. Reference EM 385-1-1 5-7 for specific requirements of the Hearing Conservation Program.

1.9.3.4 Respiratory Protection Program (RPP)

A Respiratory Protection Program (RPP) is required when employees are required to use respirators. Reference EM 385-1-1 5.7.b for specific requirements of the Respiratory Protection Program.

1.10 ACTIVITY HAZARD ANALYSIS (AHA)

a. Before beginning each activity Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting to the Contracting Officer. AHAs must be signed by the SSHO, Superintendent, QC Manager and the subcontractor Foreman performing the work. Use non-mandatory form ENG Form 6206 Activity Hazard Analysis or format AHA in accordance with EM 385-1-1. Submit the AHA for review at least 15 working days prior to the start of each DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented.

b. AHAs must identify competent persons required for phases involving high risk activities, including confined entry, crane and rigging, excavations, trenching, electrical work, fall protection, and scaffolding.

1.10.1 AHA Management

Review the AHA list periodically (at least monthly) at the Contractor supervisory safety meeting, and update as necessary when procedures,

scheduling, or hazards change. Use the AHA during daily inspections by the SSHO to ensure the implementation and effectiveness of the required safety and health controls for that work activity.

1.10.2 AHA Signature Log

Each employee performing work as part of an activity, task or DFOW must review the AHA for that work and sign a signature log specifically maintained for that AHA prior to starting work on that activity. The SSHO must maintain a signature log on site for every AHA. Provide employees whose primary language is other than English, with an interpreter to ensure a clear understanding of the AHA and its contents.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in paragraph REFERENCES. Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors must arrange for their own emergency medical treatment in accordance with EM 385-1-1. The Government has no responsibility to provide emergency medical treatment.

1.13 NOTIFICATIONS AND REPORTS

1.13.1 Accident Notification

Notify the Contracting Officer in accordance with the EM 385-1-1 Accident Reporting Timeline.

Table
Accident Reporting Required Timeline

Accident Type	Notify RE and CO	Complete Final Accident Report on ENG 3394 and provide to KO or COR
Fatality, in-patient hospitalization, amputation, eye loss, or property damage over $600,000.	Immediately, no later than (NLT) 8 Hours	Within 7 Days
All other accidents and near misses	Immediately, no later than (NLT) 24 Hours	Within 7 Days

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 (for example, type of construction equipment used and PPE used). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. Assist and cooperate fully with the Government's investigation(s) of any accident or near miss.

1.13.2 Accident Reports

a. Conduct an accident investigation for recordable injuries and illnesses, property damage, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. All accidents are reportable, regardless of whether or not it is recordable. Complete the applicable USACE Accident Report, ENG Form 3394 https://www.publications.usace.army.mil/USACE-Publications/Engineer-Forms/, and provide the report to the Contracting Officer within seven calendar days of the accident. The Contracting Officer will provide copies of any required or special forms.

b. Near Misses: Report all Near Misses to the COR within 24 hours. For Near Misses involving: Electrical, Working at Heights, Diving, or Load Handling Equipment report on USACE Accident Report ENG Form 3394 and provide the report to the COR within seven calender days of the Near Miss. Near miss reports are considered positive and proactive Contractor safety management actions.

1.13.3 LHE Inspection Reports

Submit LHE inspection reports required in accordance with EM 385-1-1 and as specified herein with Daily Reports of Inspections.

1.13.4 Certificate of Compliance

Submit Certificate of Compliance (CoC) for each piece of LHE prior to bringing on site. The CoC must state that the LHE and the rigging equipment meets applicable regulations (to include inspections and tests) as required by the manufacturer and requirements of this manual. Use mandatory form ENG Form 6209 Certificate of Compliance (CoC) for Load Handling Equipment and Rigging. CoC must be posted on the LHE.

1.13.5 Third Party Certification of Barge-Mounted Mobile Cranes and Mobile Equipment

Barge-mounted mobile cranes must be certified in accordance with the following standards: ASME B30.8, ABS 152, and API Spec 2C. Include Naval Architectural Analysis (NAA) to determine barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. Calculate the amount of list and trim to be within the crane manufacturer's requirements in accordance with EM 385-1-1, Chapter 16.

1.14 HOT WORK PERMIT

1.14.1 Permit and Personnel Requirements

a. Submit and obtain a written permit prior to performing "Hot Work" (i.e. welding or cutting, etc.) or operating other flame-producing/spark producing devices. Submit one copy of each permit attached to each Daily Contractor Quality Control Report (Section 01 45 00.00 25 QUALITY CONTROL.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 20 pound 4A:20 BC rated extinguishers for normal "Hot Work". The extinguishers must be current inspection tagged and contain an 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 must be trained in accordance with NFPA 51B and remain on-site for a minimum of 1 hour after completion of the task or as specified on the hot work permit.

b. When starting work in the facility, require personnel to familiarize themselves with the location of the nearest fire alarm boxes and know the emergency phone number. Report any fire, no matter how small, to the Fire Department and CO immediately.

1.14.2 Work Around Flammable Materials

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

b. Whenever these materials, except beryllium and chromium (VI), are encountered in indoor operations, local mechanical exhaust ventilation systems that are sufficient to reduce and maintain personal exposures to within acceptable limits must be used and maintained in accordance with manufacturer's instruction and supplemented by exceptions noted in EM 385-1-1.

1.15 CONFINED SPACE ENTRY REQUIREMENTS

Confined space entry must comply with EM 385-1-1, 29 CFR 1926, 29 CFR 1910, and Directive CPL 2.100. Any potential for a hazard in the confined space requires a permit system to be used.

1.15.1 Rescue Procedures and Coordination with Local Emergency Responders

Develop and implement an on-site rescue and recovery plan and procedures. The rescue plan must not rely on local emergency responders for rescue from a confined space.

1.16 SEVERE WEATHER PLAN FOR MARINE ACTIVITIES (SWPMA)

In the event of a severe storm warning, the Contractor must comply with the applicable Storm Plan and:

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.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

Comply with EM 385-1-1, NFPA 70, NFPA 70E, NFPA 241, the APP, the AHA, Federal and State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

PPE is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Safety glasses must be worn or carried/available on each person. At a minimum mandatory PPE includes:

a. Head Protection that meets ANSI/ISEA Z89.1

b. Long Pants

c. Appropriate Safety Footwear

3.1.1 Worksite Communication

Employees working alone in a remote location or away from other workers must be provided an effective means of emergency communications (i.e., cellular phone, two-way radios, land-line telephones or other acceptable means). The selected communication must be readily available (easily within the immediate reach) of the employee and must be tested prior to the start of work to verify that it effectively operates in the area/environment. Develop an employee check-in/check-out communication procedure to ensure employee safety.

3.1.2 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 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, and hexavalent chromium, 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.

3.1.3 Unforeseen Hazardous Material

Contract documents identify 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(s) that may be hazardous to human health upon disturbance are encountered during demolition, repair, renovation, or construction operations. 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.

3.2 EQUIPMENT

3.2.1 Load Handling Equipment (LHE)

Load Handling Equipment (LHE) must comply with ASME B30-PKG and the following:

a. Do not modify Load Handling Equipment such as forklifts 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 must be licensed in accordance with OSHA.

3.2.2 Cranes, Hoists, and Rigging

a. LHE as specified in EM 385-1-1, Chapter 16.

b. Comply with the LHE manufacturer's specifications and limitations for erection and operation of LHE used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30-PKG). Perform all testing in accordance with the manufacturer's recommended procedures.

c. Comply with ASME B30-PKG, OSHA and the EM 385-1-1 for all cranes.

d. When operating in the vicinity of overhead transmission lines, operators and riggers be alert to this special hazard and follow the requirements of EM 385-1-1, Chapter 11, and ASME B30-PKG.

e. Do not use personnel work platforms (man-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. Hoisting personnel must be allowed by the LHE Manufacturer. This activity is a critical lift and a critical lift plan is required.

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

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

h. Use cribbing when performing lifts on outriggers.

i. Position the LHE hook/block directly over the load. Side loading of LHE is prohibited unless allowed by the manufacturer.

j. Position a physical barricade to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

k. Certification records which include the date of inspection, signature of the person performing the inspection, and make the serial number or other identifier of the LHE that was inspected available onsite at all

times.

l. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane must be available onsite.

m. Certify that all LHE operators have been trained in proper use of the equipment they are authorized by type, class and capacity.

n. Certify that all LHE meet the manufactures requirements by completing and submitting the certification of compliance (COC)for in the EM 385-1-1 prior to the start of work.

o. A physical if required by the EM 385-1-1, and must be signed by a Medical Doctor (MD) or Doctor of Osteopathy (DO), for all LHE operators.

3.2.3 Standard Lift Plans

Plan all lifts to avoid situations where the operator cannot maintain safe control of the lift. Prepare a written SLP for every lift or series of lifts (if duty cycle or routine lifts are being performed). The SLP must be developed, reviewed, and accepted by all personnel involved in the lift. Keep a copy of the SLP on the LHE for the specific approved lift(s). Keep a copy of every SLP for a minimum of three months. Use the non-mandatory ENG Form 6203 (Crane Standard Lift Plan) or format in accordance with EM 385-1-1.

3.2.4 Critical Lift Plan

Critical lifts require detailed planning and additional or unusual safety considerations. Before making a critical lift, develop a critical lift plan and submit to GDA for approval. Critical lifts are detailed in EM 385-1-1, Chapter 16. Use non-mandatory Critical Lift Plan form 6213 (Load-Handling Equipment Crane Operations Critical Lift Plan) or format in accordance with EM 385-1-1.

3.2.5 Scaffolding

a. Provide employees with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms greater than 20 feet in height must be accessed by use of a scaffold stair system. Do not use vertical ladders commonly provided by scaffold system manufacturers for accessing scaffold platforms greater than 20 feet in height. The use of an adequate gate is required. Ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Attach stationary scaffolds to structural building components to safeguard against tipping forward or backward. Special care must be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material are prohibited. The first tie-in must be at the height equal to four times the width of the smallest dimension of the scaffold base. Place work platforms on mud sills. Scaffold or work platform erectors must have fall protection during the erection and dismantling of

scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

b. Scaffold must comply in every respect with EM 385-1-1. Submit type, layout, connections, and product literature for any scaffolding, ladder, stairway, or other access schemes proposed to be used. Install approved anti-slip surface material on scaffolding platforms.

3.3 ELECTRICAL

Perform electrical work in accordance with EM 385-1-1.

3.3.1 Electrical Work

a. As described in EM 385-1-1, electrical work is to be conducted in a de-energized state unless there is no alternative method for accomplishing the work. In those cases obtain an energized work permit from the Contracting Officer. The energized work permit application must be accompanied by the AHA and a summary of why the equipment/circuit needs to be worked energized. Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Attach temporary grounds in accordance with ASTM F855 and IEEE 1048. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator is allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method.

b. When working in energized substations, only qualified electrical workers are permitted to enter. When work requires work near energized circuits as defined by NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety footwear, insulating gloves and electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA. Ensure that each employee is familiar with and complies with these procedures and 29 CFR 1910.

3.3.2 Qualifications

Electrical work must be performed by QP with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and Local Certifications or Licenses that a Master or Journeyman Electrician may hold, depending on work being performed, and must be identified in the appropriate AHA. Journeyman/Apprentice ratio must be in accordance with State, Local requirements applicable to where work is being performed.

3.3.3 Arc Flash

Conduct a hazard analysis/arc flash hazard analysis whenever work on or near energized parts greater than 50 volts is necessary, in accordance with NFPA 70E.

All personnel entering the identified arc flash protection boundary must be QPs and properly trained in NFPA 70E requirements and procedures. Unless permitted by NFPA 70E, no Unqualified Person is permitted to approach nearer than the Limited Approach Boundary of energized conductors and circuit parts. Training must be administered by an electrically qualified source and documented.

3.3.4 Grounding

Ground electrical circuits, equipment and enclosures in accordance with NFPA 70 and IEEE C2 to provide a permanent, continuous and effective path to ground unless otherwise noted by EM 385-1-1.

3.3.5 Testing

Temporary electrical distribution systems and devices must be inspected, tested and found acceptable for Ground-Fault Circuit Interrupter (GFCI) protection, polarity, ground continuity, and ground resistance before initial use, before use after modification and at least monthly. Monthly inspections and tests must be maintained for each temporary electrical distribution system, and signed by the electrical CP or QP.

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SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization (e.g., ASTM B564 Standard Specification for Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided.

AMERICAN BUREAU OF SHIPPING (ABS)
ABS Plaza
1701 City Plaza Drive
Spring, TX 77389 United States
Ph: 281-877-6000
Fax: 281-877-5976
E-Mail: ABS-WorldHQ@eagle.org
Internet: https://ww2.eagle.org/

AMERICAN CONCRETE INSTITUTE (ACI)
38800 Country Club Drive
Farmington Hills, MI 48331-3439
Ph: 248-848-3700
Fax: 248-848-3701
Internet: https://www.concrete.org/

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
130 East Randolph, Suite 2000
Chicago, IL 60601
Ph: 312-670-5444
Fax: 312-670-5403
Steel Solutions Center: 866-275-2472
E-mail: solutions@aisc.org
Internet: https://www.aisc.org/

AMERICAN PETROLEUM INSTITUTE (API)
1220 L Street, NW
Washington, DC 20005-4070
Ph: 202-682-8000
Internet: https://www.api.org/

AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)
P.O. Box 28518
1711 Arlingate Lane
Columbus, OH 43228-0518
Ph: 800-222-2768 or 614-274-6003
Fax: 614-274-6899
E-mail: tjones@asnt.org
Internet: https://www.asnt.org/

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)
Two Park Avenue
New York, NY 10016-5990
Ph: 800-843-2763
Fax: 973-882-1717
E-mail: customercare@asme.org
Internet: https://www.asme.org/

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)
520 N. Northwest Highway
Park Ridge, IL 60068
Ph: 847-699-2929
E-mail: customerservice@assp.org
Internet: https://www.assp.org/

AMERICAN WELDING SOCIETY (AWS)
8669 NW 36 Street, #130
Miami, FL 33166-6672
Ph: 800-443-9353
Internet: https://www.aws.org/

ASTM INTERNATIONAL (ASTM)
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
E-mail: service@astm.org
Internet: https://www.astm.org/

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
445 and 501 Hoes Lane
Piscataway, NJ 08854-4141
Ph: 732-981-0060 or 800-701-4333
Fax: 732-981-9667
E-mail: onlinesupport@ieee.org
Internet: https://www.ieee.org/

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)
1901 North Moore Street
Arlington, VA 22209-1762
Ph: 703-525-1695
Fax: 703-528-2148
Internet: https://safetyequipment.org/

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
1 Batterymarch Park
Quincy, MA 02169-7471
Ph: 800-344-3555
Fax: 800-593-6372

Internet: https://www.nfpa.org

U.S. ARMY CORPS OF ENGINEERS (USACE)
CRD-C DOCUMENTS available on Internet:
http://www.wbdg.org/ffc/army-coe/standards
Order Other Documents from:
Official Publications of the Headquarters, USACE
E-mail: hqpublications@usace.army.mil
Internet: http://www.publications.usace.army.mil/
or
https://www.hnc.usace.army.mil/Missions/Engineering-Directorate/TECHINFO/

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
1200 Pennsylvania Avenue, N.W.
Washington, DC 20004
Ph: 202-564-4700
Internet: https://www.epa.gov
--- Some EPA documents are available only from:
National Technical Information Service (NTIS)
5301 Shawnee Road
Alexandria, VA 22312
Ph: 703-605-6060 or 1-800-363-2068
Fax: 703-605-6880
TDD: 703-487-4639
E-mail: info@ntis.gov
Internet: https://www.ntis.gov/

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road
College Park, MD 20740-6001
Ph: 866-272-6272
Internet: https://www.archives.gov/
Order documents from:
Superintendent of Documents
U.S. Government Publishing Office (GPO)
732 N. Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800 or 866-512-1800
Bookstore: 202-512-0132
Internet: https://www.gpo.gov/

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

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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)

ASTM C1077	(2017) Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1093	(2022) Standard Practice for Accreditation of Testing Agencies for Masonry
ASTM D3666	(2016) Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D3740	(2019) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E329	(2023) Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

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 that will review the submittal for the Government. The following must be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contractor Quality Control Plan; G

Construction Quality Management for Contractors

1.3 LABORATORY VALIDATION

For tests performed under this Contract, use a testing laboratory validated by the Corps of Engineers Material Testing Center (MTC). See Paragraph entitled TESTS.

1.4 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control system, and all associated costs will be included in the applicable unit prices or lump-sum prices contained in the Price Schedule.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

3.1.1 Quality Control System

Establish and maintain an effective quality control (QC) system in compliance with Contract Clause 52.246-12, INSPECTION OF CONSTRUCTION. The quality control system must consist of plans, procedures, and organization necessary to produce an end product which complies with the Contract requirements. The QC system must cover all construction operations, both onsite and offsite, and be keyed to the proposed construction sequence.

3.1.2 Project Superintendent

Identify an individual, within the onsite work organization, as Project Superintendent. The Project Superintendent must be a Journeyman with a minimum of five years experience in a verifiable Project Superintendent role on jobs similar to this Contracts. The designated Project Superintendent must be acceptable to the Contracting Officer (CO). The Project Superintendent must be held responsible for the quality of work on the job and is subject to removal by the CO 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, except as otherwise acceptable to the CO, and must be responsible for all construction and construction related activities at the site. The Project Superintendent must have no other duties; they may not perform the duties of an equipment operator, flagger, laborer, or any other position. Identify an alternate for the Project Superintendent to serve in the event of the Project Superintendent's absence or to cover work performed on additional shift. The requirements for the alternate are the same as the designated Project Superintendent.

3.2 CONTRACTOR QUALITY CONTROL PLAN

Submit no later than 30 days after receipt of Notice to Proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of Contract Clause 52.246-12, INSPECTION OF CONSTRUCTION. 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 features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of 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, purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff must implement the three phase control system for all aspects of the work specified. Include in the staff a CQC System Manager.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function; see Paragraph entitled QUALITY CONTROL ORGANIZATION.

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 must 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. (Use laboratory facilities approved by the CO.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. Establish verification procedures that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each Section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular Section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of CQC Plan

Acceptance of the CQC 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 the CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, notify the CO in writing of any proposed change. Proposed changes are subject to acceptance by the CO.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction and prior to acceptance by the Government of the CQC Plan, the Contractor must meet with the CO and discuss the Contractor's quality control system. Submit the CQC Plan for review a minimum of 10 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 and signed by both the Contractor and the CO 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 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 Contract compliance. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly must 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. All CQC staff members must be subject to acceptance by the CO. Promptly complete and furnish all letters, material submittals, shop drawing submittals, schedules, and all other project documentation to the CQC organization. The CQC organization must maintain these documents and records at the site at all times, except as otherwise acceptable to the CO.

3.4.2 CQC System Manager Qualifications

Identify an individual, within the onsite work organization, as CQC System Manager who must be responsible for writing and executing a complete CQC plan, overall management of CQC, and have the authority to act in all CQC matters for the Contractor. The CQC System Manager must have a minimum of five years of experience in a verifiable CQC role on jobs 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 for the CQC System Manager to serve in the event of the CQC System Manager's absence or to cover work performed on additional shifts.

The requirements for the alternate are the same as the designated CQC System Manager.

3.4.3 CQC Specialized Personnel

In addition to CQC personnel specified elsewhere in the Contract, provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil, if the CQC manager is not qualified to cover these areas at the discretion of the CO. These individuals may be employees of the Prime or subcontractor; must be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; must have five years of experience in a verifiable CQC role on jobs similar to this Contract; and must be a graduate engineer, journeyman, or licensed in their own discipline. These individuals must have no other duties other than quality control.

3.4.4 Construction Quality Management for Contractors

The CQC System Manager and Alternate CQC System Manager must have successfully completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered by the Associated Builders and Constructors, Inc., or Associated General Contractor, Inc. and must be retaken every five years. The course has been coordinated with the Navy and certificates from the Navy will be accepted. For further information regarding courses in the Portland area contact: Associated General Contractors, Oregon-Columbia Chapter at (503) 682-3363 or https://www.agc-oregon.org/training/professional-development/. Furnish documentation that the Contractor Quality Control System Manager has completed the course.

3.4.5 Organizational Changes

Maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, revise the CQC Plan to reflect the changes and submit the changes to the CO for acceptance.

3.5 FAILURE TO COMPLETE PERSONNEL DUTIES

Superintendent and QC Manager are subject to dismissal if the above duties are not being effectively carried out. If the Superintendent and QC Manager are dismissed project work will be stopped and will not be allowed to resume until a suitable replacement is approved and the above duties are again being effectively carried out.

3.6 SUBMITTALS AND DELIVERABLES

Submittals, if needed, must comply with the requirements in Section 01 33 00, SUBMITTAL PROCEDURES. The CQC organization must be responsible for certifying that all submittals and deliverables are in compliance with Contract requirements.

3.7 QUALITY 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 (Preparatory, Initial, and Follow-up) of control must be conducted by the CQC System Manager for each definable feature of the construction work as

follows:

3.7.1 Preparatory Phase

This phase must 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 includes:

a. Review each paragraph of applicable specifications, reference codes, and standards. Make available during the preparatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field. Maintain and make available in the field for use by Government personnel until final acceptance of the work.

b. Review of the Contract drawings.

c. Check to assure that all materials and 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. 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. Review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. Check to ensure that the portion of the plan for the work to be performed has been accepted by the CO.

j. Discussion of the initial control phase.

k. Notify the Government at least 24 hours in advance of beginning the preparatory control phase. Include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The CQC System Manager must prepare and document the results of the preparatory phase actions by separate minutes, and attach to the daily CQC report. Instruct applicable workers as to the acceptable level of workmanship required in order to meet Contract specifications.

3.7.2 Initial Phase

This phase must be accomplished at the beginning of a definable feature of work. Accomplish the following:

a. Check work to ensure that it is in full compliance with Contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full Contract compliance. Verify required control inspection and testing.

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. Notify the Government at least 24 hours in advance of beginning the initial phase. Document separate minutes of this phase, prepared by the CQC System Manager, and attach to the daily CQC report. Indicate exact location of initial phase for future reference and comparison with follow-up phases.

g. Repeat the initial phase for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.7.3 Follow-up Phase

Perform daily checks to assure control activities, including control testing, are providing continued compliance with Contract requirements, until completion of the particular feature of work. Record the daily checks in the CQC documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

3.7.4 Additional Preparatory and Initial Phases

Conduct additional preparatory and initial phases on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision, or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.8 TESTS

3.8.1 Testing Procedure

Perform specified or required tests to verify that control measures are adequate to provide a product that conforms to Contract requirements. Report all test results using industry standard forms at the frequency specified in the Contract. Upon request, furnish to the Government duplicate samples of test specimens for QA verification testing by the Government. Procure the services of a Corps of Engineers approved testing laboratory, as described in Subparagraph entitled TESTING LABORATORIES, or establish an approved testing laboratory at the project site. Perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with Contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Record results of all tests taken, both passing and failing, on the CQC report for the date taken. Include Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test. If approved by the CO, actual test reports may be submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the CO. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this Contract.

3.8.2 Testing Laboratories

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the Contract specifications and to check the laboratory technician's testing procedures and techniques.

a. Validation. The validation of a testing laboratory is site-specific and cannot be transferred to a facility at a different location. Costs for validation by the Corps of Engineers MTC must be borne by the laboratory or the Contractor. Validation is granted only for the specific testing procedures requested to be validated. The laboratory may select the testing procedures to be validated, except for the Quality Assurance requirements of the applicable ASTM standards listed in this Paragraph.

b. Validation Procedures. Validation of a testing laboratory consists of either an inspection or audit, as defined below:

(1) Inspection must be performed by the MTC to verify compliance with the applicable provisions of ASTM C1077, ASTM C1093, ASTM D3666, ASTM D3740, and ASTM E329.

(2) An audit would be performed by the MTC in lieu of an inspection for laboratories holding a current AASHTO accreditation. Inspection by the MTC may be required after auditing if critical testing procedures required in the Contract were not included in the applicable CCRL or AMRL inspections.

c. Validation Schedule. For aggregate, concrete, bituminous materials, soil, rock, riprap, and metal components, the frequency of validation inspections or audits is once every two years. For water quality and sediment testing the validation schedule is every 18 months. When conditions change substantially from the time of the last validation, laboratories must be re-validated.

d. Validation Process. For information on the validation process and costs contact the MTC at (601) 634-2496. Procedures for validation, including forms requesting validation may be obtained from the MTC web

site at: https://mtc.erdc.dren.mil/. The Contractor is cautioned that the validation process is lengthy and that it requires immediate action. Keep the CO informed about the validation process as it proceeds in a timely manner.

3.8.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.8.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials must be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government must be delivered to the Portland District Contract commercial Laboratory in the District area. Coordination for each specific test, exact delivery location, and dates must be made through the Portland District Resident Office.

3.9 COMPLETION INSPECTION

3.9.1 Punch-Out Inspection

The CQC Manager must conduct an inspection of the work near the end of the work, or any increment of the work established by a time stated in the specifications, or the Contract Clause 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. As required by Paragraph DOCUMENTATION, prepare and include in the CQC documentation a punch list of items which do not conform to the approved drawings and specifications. Include within the list of deficiencies the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff must make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, notify the Government that the facility is ready for the Government Pre-Final inspection.

3.9.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the work is complete. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager must ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Correct any items noted on the Pre-Final inspection in a timely manner. These inspections and any deficiency corrections required by this Paragraph must be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.9.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the CO must be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the CO based upon results of the Pre-Final inspection. Notify the CO at

least 14 days prior to the final acceptance inspection and include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the Contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all Contract work acceptably complete for this inspection will be cause for the CO to bill the Contractor for the Government's additional inspection cost in accordance with Contract Clause 52.246-12, INSPECTION OF CONSTRUCTION.

3.10 DOCUMENTATION

Daily CQC Report:

a. Maintain current records providing factual evidence that required quality control activities or tests have been performed. Include in these records the work of subcontractors and suppliers on an acceptable form that includes, as a minimum, the following information:

(1) Contractor/subcontractor and their area of responsibility.

(2) Operating plant/equipment with hours worked, idle, or down for repair.

(3) 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.

(4) Test or control activities performed with results and references to specifications/drawings requirements. Identify the control phase (Preparatory, Initial, or Follow-up). List of deficiencies noted, along with corrective action.

(5) Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

(6) Submittals and deliverables reviewed, with Contract reference, by whom, and action taken.

(7) Offsite surveillance activities, including actions taken.

(8) Job safety evaluations stating what was checked, results, and instructions or corrective actions.

(9) Instructions given/received and conflicts in plans and specifications.

(10) Contractor's verification statement.

(11) Deficiency Tracking System. Maintain a cumulative list of deficiencies identified for the duration of the project. Deficiencies to be listed include those failures, Government oral observations, and Notifications of Noncompliance. Maintain the list at the project site. Submit copies of updated listings to the Government at least every 30 days.

b. Indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays

encountered. Cover both conforming and deficient features and include a statement that equipment and materials incorporated in the work and workmanship comply with the Contract. Electronically submit daily reports and a signed, printed copy of these records to the Government within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, prepare and submit one report for every seven days of no work and on the last day of a no work period. All calendar days must be accounted for throughout the life of the Contract. The first report following a day of no work must be for that day only. Reports must be signed and dated by the CQC System Manager. Include copies of test reports and copies of reports prepared by all subordinate quality control personnel within the Daily CQC Report.

3.11 NOTIFICATION OF NONCOMPLIANCE

The CO will notify the Contractor of any detected noncompliance with the foregoing requirements. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, must be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor must make no part of the time lost due to such stop orders the subject of claim for extension of time or for excess costs or damages.

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RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

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	(2024) Safety -- Safety and Occupational Health (SOH) Requirements

1.2 CONTRACT ADMINISTRATION

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

(1) Administration

(2) Finances

(3) Quality Control

(4) Submittal Monitoring

(5) Scheduling

(6) Closeout

(7) Import/Export of Data

b. Be prepared to transition from the Resident Management System (RMS) to the new Construction Management Platform (CMP) at any time during the period of performance of this Contract, once the USACE enterprise implements this change. The Contractor's obligation to transition from RMS to the CMP system is a requirement of this Contract. Therefore, additional time or cost increase to complete this transition will not be considered. In the event of the transition, RMS project information will be migrated to CMP by the Government and available in the CMP system. After the transition, utilize the CMP system to perform all Contract administration functions previously required in RMS, including all areas listed above. After the transition, “RMS” and “CMP” will be synonymous for all “Resident

Management System” and “RMS” references in this Contract’s specification. To facilitate the transition from RMS to CMP, online training for the CMP system will be made available to the Contractor with enough time to train staff, prior to the transition occurring.

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.

1.2.2 Other Factors

Other portions of this document have a direct relationship to the reporting accomplished through RMS. Particular attention is directed to FAR 52.236-15 Schedules for Construction Contracts; FAR 52.232-27 Prompt Payment for Construction Contracts; FAR 52.232-5 Payments Under Fixed-Priced Construction Contracts; Section 01 32 01.00 25 PROJECT SCHEDULE; Section 01 33 00 SUBMITTAL PROCEDURES; Section 01 35 26.00 25 GOVERNMENTAL SAFETY REQUIREMENTS; and Section 01 45 00.00 25 QUALITY CONTROL.

1.3 RMS SOFTWARE

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

1.4 CONTRACT DATABASE - GOVERNMENT

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

1.5 CONTRACT DATABASE - CONTRACTOR

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

1.5.1 Administration

1.5.1.1 Contractor Information

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

1.5.1.2 Subcontractor Information

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

1.5.1.3 Correspondence

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" or "RFP".

1.5.1.4 Equipment

Enter and maintain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates in accordance with Section 01 45 00.00 25 QUALITY CONTROL.

1.5.1.5 Reports

Track the status of the project using the reports available in RMS. The value of these reports reflects the quality of the data input. These reports include but are not limited to the Progress Payment Request worksheet, Quality Control (QC) comments, Deficiency Tracking Log, Submittal Register Status, and Three-Phase Control worksheets in accordance with Sections 01 22 00.00 25 MEASUREMENT AND PAYMENT, Section 01 32 01.00 25 PROJECT SCHEDULE, 01 33 00 SUBMITTAL PROCEDURES, and 01 45 00.00 25 QUALITY CONTROL.

1.5.1.6 Request For Information (RFI)

Create and track all Requests For Information (RFI) in the RMS Administration Module for Government review and response. Provide status at weekly progress meeting in accordance with Section 01 32 01.00 25 PROJECT SCHEDULE.

1.5.2 Finances

1.5.2.1 Pay Activity Data

Develop and enter a list of pay activities in conjunction with the project schedule in accordance with Section 01 32 01.00 25 PROJECT 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 assigned to a CLIN equals the amount of each CLIN.

1.5.2.2 Payment Requests

Prepare all progress payment requests using RMS. Update the work completed under the Contract at least monthly, measured as percent or as specific quantities. After the update, generate a payment request and

prompt payment certification using RMS. Submit the signed prompt payment certification and payment request as well as supporting data, either electronically or by hard copy.

1.5.3 Quality Control (QC)

Enter and track implementation of the 3-phase QC Control System, QC testing, transferred and installed property and warranties in RMS. Link each deficiency and QC test to a pay activity. Prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements in RMS. Maintain all data on a daily basis. Ensure that RMS reflects all quality control methods, tests and actions contained within the Contractor Quality Control (CQC) Plan and Government review comments. Provide within seven calendar days of Government acceptance of the CQC Plan.

1.5.3.1 Quality Control (QC) Reports

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

1.5.3.2 Deficiency Tracking

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

1.5.3.3 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS, and upload meeting minutes of the meetings. Worksheets for the three-phase control meetings are generated within RMS.

1.5.3.4 Labor and Equipment Hours

Enter labor and equipment exposure hours on a daily basis. Roll up the labor and equipment exposure data into a monthly exposure report.

1.5.3.5 Accident/Safety Reporting

Both the Contractor and the Government enter safety related comments in RMS as a deficiency. Monitor, track and show resolution for safety issues in the QC Daily Report area of the RMS QC Module. In addition, follow all reporting requirements for accidents and incidents as required in EM 385-1-1, Section 01 35 26.00 25 GOVERNMENTAL SAFETY REQUIREMENTS and as required by any other applicable Federal, State or local agencies.

1.5.3.6 Definable Features of Work

Enter each feature of work, as defined in the approved CQC Plan, into the

RMS QC Module. A feature of work may be associated with a single or multiple pay activities, however a pay activity is only to be linked to a single feature of work.

1.5.3.7 Activity Hazard Analysis

Import activity hazard analysis electronic document files into the RMS QC Module utilizing the document package manager. Prepare activity hazard analysis in accordance with Section 01 35 26.00 25 GOVERNMENT SAFETY REQUIREMENTS.

1.5.4 Submittal Management

a. Enter all current submittal register data and information into RMS within seven calendar days of receiving access to the Contract in RMS.Entering Activity Numbers for each submittal item corresponding to their Schedule. Group electronic submittal documents into transmittal packages to send to the Government, except very large electronic files, samples, spare parts, mock ups, color boards, or where hard copies are specifically required. Track transmittals and update the submittal register in RMS on a daily basis throughout the duration of the Contract.

b. Enter all submittals as listed in the approved design's submittal register within 14 calendar days of design approval for construction.

c. Contractor may request submittals to be added to RMS throughout the lifecycle of the project. Approval/disapproval of Contractor requests is at the discretion of the Contracting Officer (CO). Submittals entry into RMS must be updated daily or as practical for performance of the Contract, as approved by the CO.

1.5.5 Schedule

Enter and update the Contract project schedule in RMS by either manually entering all schedule data or by importing the Standard Data Exchange Format (SDEF) file, based on the requirements in Section 01 32 01.00 25 PROJECT SCHEDULE.

1.5.6 Closeout

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

1.6 IMPLEMENTATION

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

1.7 NOTIFICATION OF NONCOMPLIANCE

Take corrective action within seven calendar days after receipt of notice of RMS non-compliance by the CO.

PART 2 PRODUCTS

Not Used

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Not Used

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TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.1 SUMMARY

This Section includes requirements for preventing and controlling environmental pollution and minimizing environmental impacts to the site and surroundings during the work. The control of environmental pollution requires consideration of sound levels, air, water, and land resources; the proper management and use of petroleum products and hazardous materials; and the disposal of solid and hazardous wastes. Conform to all applicable Oregon and Washington State regulations.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety -- Safety and Occupational Health (SOH) Requirements

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 800-R-11-002	(2011) Environmentally Acceptable Lubricants

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
29 CFR 1926.52	Occupational Noise Exposure
29 CFR 1926.101	Hearing Protection
40 CFR 112	Oil Pollution Prevention
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 261.7	Residues of Hazardous Waste in Empty Containers
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 268	Land Disposal Restrictions

40 CFR 279	Standards for the Management of Used Oil
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan
40 CFR 302	Designation, Reportable Quantities, and Notification
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
49 CFR 173	Shippers - General Requirements for Shipments and Packagings

1.3 DEFINITIONS

1.3.1 Best Management Practices

Best management practices (BMPs) are defined as a practice or combination of practices that have been determined to be the most effective and practicable means of preventing or minimizing water pollution to a level compatible with water quality goals, or protecting natural resources.

1.3.2 Contractor-Generated Hazardous Waste

Contractor-generated hazardous waste is material that, if abandoned or disposed, may meet the definition of a hazardous waste. Typically, these waste streams are brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene), waste thinners, excess paints, excess solvents, waste solvents, excess pesticides, and contaminated pesticide equipment rinse water. The cleanup of Contractor spills of hazardous materials or petroleum products may also result in the generation of Contractor-generated hazardous waste.

1.3.3 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally or historically.

1.3.4 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.3.5 Hazardous Debris

Hazardous debris is debris that contains listed hazardous waste (either on the debris surface, or in its interstices, such as pore structure) in accordance with 40 CFR 261. Hazardous debris also includes debris that exhibits a characteristic of hazardous waste in accordance with 40 CFR 261.

1.3.6 Hazardous Materials

a. Hazardous materials as defined in 49 CFR 171 and listed in 49 CFR 172.

b. Hazardous material is any material that: Is regulated as a hazardous material in accordance with 49 CFR 173; or requires a Safety Data Sheet (SDS) in accordance with 29 CFR 1910.120; or during end use, treatment, handling, packaging, storage, transportation, or disposal meets or has components that meet or have potential to meet the definition of a hazardous waste as defined by 40 CFR 261 Subparts A, B, C, or D. Designation of a material by this definition, when separately regulated or controlled by other sections or directives, does not eliminate the need for adherence to that hazard-specific guidance which takes precedence over this Section for "control" purposes. Such material includes ammunition, weapons, explosive actuated devices, propellants, pyrotechnics, chemical and biological warfare materials, medical and pharmaceutical supplies, medical waste and infectious materials, bulk fuels, radioactive materials, and other materials such as asbestos, mercury, and polychlorinated biphenyls (PCBs).

1.3.7 Hazardous Waste

Hazardous Waste is any material that meets the definition of a solid waste and exhibits a hazardous characteristic (ignitability, corrosivity, reactivity, or toxicity) as specified in 40 CFR 261, Subpart C; is listed in 40 CFR 261, Subpart D; or is a mixture of a solid waste and one or more hazardous wastes listed in 40 CFR 261, Subpart D.

1.3.8 Oily Waste

a. Oily wastes are those materials that are, or were, mixed with petroleum, oil, and lubricant (POL) product and have become separated from the POL. Oily wastes also means materials, including waste waters, centrifuge solids, filter residues or sludges, bottom sediments, tank bottoms, and sorbents which have come into contact with and have been contaminated by, POLs and may be appropriately tested and discarded in a manner which is in compliance with other State and local requirements.

b. This definition includes materials such as oily rags, "kitty litter" sorbent clay and organic sorbent material. These materials may be land filled provided that: It is not prohibited in other State regulations or local ordinances; the amount generated is "de minimis" (a small amount); it is the result of minor leaks or spills resulting from normal process operations; and free-flowing oil has been removed to the practicable extent possible. Large quantities of this material, generated as a result of a major spill or in lieu of proper maintenance of the processing equipment, are a solid waste. As a solid waste, perform a hazardous waste determination prior to disposal. As this can be an expensive process, it is recommended that

this type of waste be minimized through good housekeeping practices and employee education.

1.3.9 Petroleum, Oil, Lubricant(POL)

POL products include flammable or combustible liquids, such as gasoline, diesel, lubricating oil, used engine oil, hydraulic oil, mineral oil, and cooking oil.

1.3.10 Regulated Waste

Regulated waste are solid wastes that have specific additional Federal, State, or local requirements for handling, storage, or disposal.

1.3.11 Sediment

Sediment is soil and other debris that has eroded and been transported by runoff water or wind.

1.3.12 Solid Waste

Solid waste is a solid, liquid, semi-solid or contained gaseous waste. A solid waste can be a hazardous waste, non-hazardous waste, or non-Resource Conservation and Recovery Act (RCRA) regulated waste. Types of solid waste typically generated at construction sites may include:

1.3.12.1 Construction Debris

Construction debris is non-hazardous solid material generated during the construction, demolition, or renovation of a structure that exceeds 2.5-inchparticle size and is: a manufactured object; plant or animal matter; or natural geologic material (for example, cobbles and boulders), broken or removed concrete, masonry, rebar, and aggregate asphalt paving; ceramics; roofing paper and shingles. Inert materials may not be reinforced with or contain ferrous wire, rods, accessories and weldments. A mixture of debris and other material such as soil or sludge is also subject to regulation as debris if the mixture is comprised primarily of debris by volume, based on visual inspection.

1.3.12.2 Green Waste

Green waste is the vegetative matter from landscaping, land clearing and grubbing, including, but not limited to, grass, bushes, scrubs, small trees and saplings, tree stumps and plant roots. Marketable trees, grasses and plants that are indicated to remain, be re-located, or be re-used are not included.

1.3.12.3 Non-Hazardous Waste

Non-hazardous waste is waste that is excluded from, or does not meet, hazardous waste criteria in accordance with 40 CFR 261.

1.3.12.4 Recyclables

Recyclables are materials, equipment and assemblies such as metal parts, wiring, insulated/non-insulated copper wire cable, wire rope, and structural components. It also includes clean polyethylene terephthalate bottles, cooking oil, used fuel oil, textiles, high-grade paper products and corrugated cardboard, stackable pallets in good condition, clean

crating material, and clean rubber/vehicle tires. Metal containing lead or lead-based paint may be included as recyclable if sold to a scrap metal company with full disclosure of the presence of lead or other metal contaminants. Paint cans that meet the definition of empty containers in accordance with 40 CFR 261.7 may be included as recyclable if sold to a scrap metal company.

1.3.12.5 Scrap Metal

This includes scrap and excess ferrous and non-ferrous metals such as reinforcing steel, structural shapes, pipe, and wire that are recovered or collected and managed as scrap. Scrap metal meeting the definition of hazardous material or hazardous waste is not included.

1.3.12.6 Wood

Wood is dimension and non-dimension lumber, plywood, chipboard, hardboard. Treated or painted wood that contains lead or lead-based paint is potentially hazardous waste subject to a waste determination. Treated wood includes, but is not limited to, lumber, utility poles, crossties, and other wood products with chemical treatment. Treated wood is not anticipated to be encountered at this site.

1.3.13 Surface Discharge

Surface discharge means discharge of water into drainage ditches, storm sewers, creeks or "waters of the United States". Surface discharges are discrete, identifiable sources and require a permit from the governing agency. Comply with Federal, State, and local laws and regulations.

1.3.14 Stormwater

Stormwater means any portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes, or other features of a stormwater drainage system into a defined surface waterbody, or a constructed stormwater management facility.

1.3.15 Waters of the United States

Waters of the United States means Federal-jurisdictional waters, including wetlands, that are subject to regulation under Section 404 of the Clean Water Act or navigable waters, as defined under the Rivers and Harbors Act.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G

SD-06 Test Reports

Turbidity Monitoring Report Forms

SD-11 Closeout Submittals

Environmental Records Binder; G

1.5 ENVIRONMENTAL PROTECTION REQUIREMENTS

a. Provide and maintain, during the life of the Contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire duration of this Contract. Comply with Federal, State, and local regulations pertaining to the environment, including water, air, solid waste, hazardous waste and substances, oily substances, and noise pollution.

b. Tests and procedures assessing whether construction operations comply with Applicable Environmental Laws may be required. Analytical work must be performed by qualified laboratories; and where required by law, the laboratories must be certified.

1.6 SPECIAL ENVIRONMENTAL REQUIREMENTS

Comply with the special environmental requirements listed below and attached to these Specifications.

1.6.1 General Requirements

a. Do not allow construction equipment to enter any shoreline body of water, except as approved by the Contracting Officer (CO).

b. Vegetation along the water must be left in its natural condition unless approved by the CO.

c. Implement measures to ensure that waste material and foreign matter do not enter the water.

d. Implement spill prevention measures during fueling/refueling of vehicles and equipment. All fuel and chemicals must be kept, stored, handled, and used in a manner that prevents discharge into water.

e. Side casting of excess road building materials into wetlands, streams or water is not permitted.

f. Remove all construction debris such as fuel and oil containers and drums, and other miscellaneous debris and litter from the shoreline area upon construction completion. Do not abandoned equipment within the shoreline area.

g. Do not abandoned construction materials on the site at construction completion.

h. Creosote or other treated timber is not anticipated to be encountered. If encountered, stop work and notify the CO prior to removal for further direction on what to do with the materials.

i. Marine Mammal Observers And Qualified Consultant Qualifications.

All Marine Mammal Observers (MMO) must meet qualifications as described in Incidental Harassment Authorization (Attachment A5). Submit resumes for Government review prior to mobilization.

1.6.2 Heavy Equipment

In accordance with the ESA Conditions in Attachment A5, heavy equipment must be selected and operated to minimize adverse effects on the environment to the extent practicable, such as the use of minimally-sized, low pressure tires; minimal hard turn paths for tracked vehicles; and temporary mats or plates within wet areas or sensitive soils, such as wetlands. Implement the following measures for all vehicles and other heavy equipment:

a. Store, fuel, and maintain in a vehicle staging area placed 150 feet or more from any waterbody, or in an isolated hard zone such as a paved parking lot.

b. Inspect daily for fluid leaks before leaving the vehicle staging area for operation within 50 feet of any waterbody.

c. Steam-cleaned before operation below ordinary high water, and as often as necessary during operation to remain free of all external oil, grease, mud, seeds, organisms and other visible contaminants.

d. Generators, cranes and any other stationary equipment operated within 150 feet of any waterbody must be maintained and protected as necessary to prevent leaks and spills from entering the water.

1.6.3 Environmental Compliance

a. Comply with the requirements listed in the Water Quality Certification approved by the Washington State Department of Ecology (Attachment A6) and Water Quality Monitoring Plan (Attachment A7) including turbidity monitoring. Attach the turbidity monitoring report forms to the Daily Quality Control reports.

b. Comply with the requirements listed in the Incidental Harassment Authorization (IHA) (Attachment A5) and Paragraph "Marine Mammals" for marine mammal monitoring.

C. Comply with applicable restrictions and requirements of applicable Clean Water Act Section 404 equivalency review.

1.7 QUALITY CONTROL

1.7.1 Environmental Coordination Meeting

a. Prior to initiating any work on site, meet with the CO to discuss the proposed Environmental Protection Plan (EPP). Develop a mutual understanding relative to the details of environmental protection, including measures for protecting natural and cultural resources, required reports, required permits, permit requirements (such as mitigation measures), and other measures to be taken.

b. Provide the following information: types, quantities, and use of hazardous materials that will be brought onto the project site; and types and quantities of wastes/wastewater that may be generated during the Contract. Discuss the results of the Preconstruction Survey at

this time.

1.7.2 Non-Compliance Notifications

The CO will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's EPP. After receipt of such notice, inform the CO of the proposed corrective action and take such action when approved by the CO. The CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or equitable adjustments allowed for any such suspensions. This is in addition to any other actions the CO may take under the Contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

1.8 ENVIRONMENTAL PROTECTION PLAN

a. The purpose of the EPP is to present an overview of known or potential environmental issues that must be considered and addressed during construction. Submit the EPP 15 days before the Environmental Coordination meeting. Revise the EPP throughout the project to include any reporting requirements, changes in site conditions, or Contract modifications that change the project scope of work in a way that could have an environmental impact. No requirement in this Section will relieve the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, identify, implement, and submit for approval any Additional Environmental Protection Plan Requirements to be included in the EPP. Maintain the current version onsite.

b. The EPP must include the following elements:

1.8.1 Regulatory Notification and Permits

List all notifications and permit applications that must be made by the Contractor as required by this Section, if any. Demonstrate that those permits have been obtained or applied for by including copies of applicable environmental permits. The EPP will not be approved until the permits have been obtained.

1.8.2 General Overview and Purpose

A brief description of each Contractor-prepared specific plan required by applicable environmental permit or elsewhere in this Contract such as Stormwater Pollution Prevention Plan, Spill Prevention and Control Plan, and solid Waste Management Plan.

1.8.2.1 Procedures

A copy of any standard or project-specific operating procedures that will be used to effectively manage and protect the environment on the project site.

1.8.2.2 Communications

Communication and training procedures that will be used to convey environmental management requirements to Contractor employees and subcontractors.

1.8.3 General Site Information

1.8.3.1 Drawings

Drawings showing locations of applicable proposed temporary excavations or embankments for haul roads, stream crossings, jurisdictional wetlands and proposed wetland protection, material storage areas, Contractor staging areas, structures, sanitary facilities, storm drains and conveyances, and stockpiles of excess soil.

1.8.3.2 Work Areas

Include in the EPP a work area plan showing the proposed activity in each portion of the area and identify the areas of limited use or nonuse. Include measures for marking the limits of use areas, including methods for protection of features to be preserved within authorized work areas and methods to control runoff and to contain materials on site.

1.8.4 Documentation of Environmental Conditions

Describe existing conditions and identify procedures to be implemented to ensure protection of existing environmental conditions for the following categories as applicable:

a. Protection of Natural Resources

b. Surface Water

c. Stormwater

d. Cultural Resources

e. Air Resources

f. Waste Minimization

g. Waste Management and Disposal

h. Hazardous Material Management

i. Petroleum, Oil, Lubricant (POL) Storage and Fueling

1.8.5 Protection of the Environment from Waste Derived from Contractor Operations

If hazardous wastes are anticipated to be generated, identify and describe the procedures to be implemented for the management and disposal of hazardous waste and debris. At a minimum, include the following:

a. List of the types of hazardous wastes expected to be generated

b. Procedures to ensure a written waste determination is made for appropriate wastes that are to be generated

c. Sampling/analysis plan, including laboratory method(s) that will be used for waste determinations and copies of relevant laboratory certifications

d. Methods and proposed locations for hazardous waste

accumulation/storage (that is, in tanks or containers)

e. Management procedures for storage, labeling, transportation, and disposal of waste (treatment of waste is not allowed unless specifically noted)

f. Management procedures and regulatory documentation ensuring disposal of hazardous waste complies with Land Disposal Restrictions (40 CFR 268)

g. Management procedures for recyclable hazardous materials such as lead-acid batteries, used oil, and similar

h. Used oil management procedures in accordance with 40 CFR 279

i. Hazardous waste minimization procedures

j. Plans for the disposal of hazardous waste at permitted facilities

1.8.6 Spill Prevention and Control Plan

The EPP must include a Spill Prevention and Control Plan. Include in the Spill Prevention and Control Plan the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 112 and 40 CFR 302, or regulated under State or local laws and regulations. The Spill Prevention and Control Plan supplements the requirements of EM 385-1-1. This plan must include as a minimum:

a. Measures to be implemented to prevent spills of petroleum products and hazardous substances to the environment.

b. Name of the individual who reports any spills or hazardous substance releases and follows up with complete documentation. This individual must immediately notify the CO and Facility Response Personnel in addition to the legally required Federal, State, and local reporting channels (including the National Response Center (NRC) 1-800-424-8802) if a reportable quantity is released to the environment.

(1) The plan must contain a list of the required reporting channels and telephone numbers.

(2) The 24-hour spill notification telephone numbers including NRC, County, and local police and Emergency Response organization as appropriate and required. The plan must include 24-hour emergency number for the Government Quality Assurance Representative (GQAR), Project Engineer, and Resident Engineer.

(3) For spills on land in the State of Washington, also notify the Washington Emergency Management Division and the Southwest Regional Office of the Washington Department of Ecology.

(4) For spills into the Columbia River, in addition to NRC, notify the Oregon Emergency Response System (OERS) and the State of Washington Emergency Management Division and the Southwest Regional Office of the Washington Department of Ecology.

c. Name(s) and qualifications of the individual(s) responsible for implementing and supervising the containment and cleanup.

d. Training requirements for Contractor's personnel and methods of accomplishing the training.

e. List of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified. For all work in or adjacent to water, a 200-foot-long minimum containment boom, skimming equipment, and a cleanup kit must be available at the job-site. To determine the number of required floating plants, consider the logistics, and time required to begin containment and cleanup of a spill accessibility, number of remote work areas, number, and location of floating plants on the river,etc. Materials and equipment for other cleanup work must be tailored to the potential hazards involved.

f. Names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup restoration, and material-placement equipment available in case of an unforeseen spill emergency.

g. Methods and procedures to be used for expeditious contaminant cleanup.

h. Include a hazardous material Spill Emergency Initial Report Form, similar to Attachment A9. Ensure that all of the elements shown on the sample form are provided and submitted within 24 hours of a spill.

1.8.7 Clean Air Act Compliance

1.8.7.1 Pollution Generating Equipment

Identify air pollution generating equipment or processes that may require Federal, State, or local permits under the Clean Air Act.

1.8.7.2 Compliant Materials

Provide the Government a list of Safety Data Sheets (SDSs) for all hazardous materials proposed for use on site. Include estimated quantities for each hazardous material anticipated to be brought onto the site by the Contractor. Describe how the hazardous material will be used and why it is required for performance of this Contract. Materials must be compliant with all Clean Air Act regulations for emissions including solvent and volatile organic compound contents, and applicable National Emission Standards for Hazardous Air Pollutants requirements.

1.9 ENVIRONMENTAL RECORDS BINDER

a. Create and maintain a three ring binder of documents that demonstrate compliance with the environmental permits in this Contract. The binder must include, but is not limited to the following items:

(1) Training records

(2) Relevant environmental permits

(3) Waste Determination Documentation

(4) Solid Waste Management Report

(5) Hazardous Waste/Debris Management Report

b. Maintain the binder on-site and submit to the CO at the completion of the project. The binder must be available for review at all times.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

Obtain all permits and licenses required for this project as stated in this Section. Provide an electronic copy of each permit or license obtained by the Contractor to the Government. Comply with all applicable environmental permits and commitments required by Federal, State, regional, and local environmental laws and regulations.

3.2 PROTECTION OF NATURAL RESOURCES

Minimize interference with, disturbance to, and damage to fish, wildlife, and plants, including habitats. The protection of rare, threatened, and endangered animal and plant species identified, including their habitats, is the Contractor's responsibility.

3.2.1 Marine Mammals

The Government has obtained the Incidental Harassment Authorization (IHA) from National Marine Fisheries Service (NMFS) (Attachment A5). A copy of the IHA must be in possession of Contractor and Protected Species Observers operating under the authority of the IHA. Implement mitigation measures, as well as monitoring and reporting requirements, as stated in the IHA and described below.

3.2.1.1 Pile Installation Requirements

a. Conduct pile driving only during daylight hours from sunrise to sunset when it is possible to visually monitor marine mammals.

b. If the shutdown zone is obscured by fog or poor lighting conditions, pile driving must not be initiated until the entire shutdown zone is visible.

c. Install piles with vibratory hammer. If refusal is met before required embedment depth using vibratory hammer, switch to impact hammer to drive remainder of pile to depth. Piles must be driven one at a time.

d. Piles must be driven and removed between November 1 and February 28.

e. For all pile driving, a shutdown and disturbance zone must be monitored.

(1) Monitoring must take place from 30 minutes prior to initiation through 30 minutes post-completion of pile driving.

(2) The shutdown zone for all species must be as listed in Table 2

of the IHA.

(3) During all pile driving Protected Species Observers (PSOs) must monitor the work as specified in the attached National Marine Fisheries Service (NMFS) Incidental Harassment Authorization (IHA). PSOs must meet qualifications as specified in the attached IHA.

f. Contractor must observe shutdown zones as specified in attached IHA. Contractor must stop work if any species without allowed take is observed in the work area.

g. When a marine mammal is observed in the Level B Zone of Influence (ZOI) as described in the attached IHA, but not approaching or entering the shutdown zone, a "take" must be recorded and work may proceed without cessation so long as continuing work will not cause an excedance in the allowable take limit for that species. Marine mammal behavior must be monitored and documented on the marine mammal observation sheet.

h. For in-water heavy machinery work other than pile driving (e.g., standard barges, tug boats, barge-mounted excavators, or clamshell equipment used to place or remove material), if a marine mammal comes within the distance specified in the IHA, operations must cease and vessels must reduce speed to the minimum level required to maintain steerage and safe working conditions. This type of work could include the following activities:

(1) movement of the barge to the pile location or

(2) positioning of the pile on the substrate via a crane (i.e., stabbing the pile).

i. Marine Mammal Harassment is limited to species and types allowed in the attached IHA (Attachment A5). See Tables 1 and 2 of IHA for take authorized. For any marine mammal species encountered during activities that are not listed for authorized taking and are likely to be exposed to sound pressure levels (SPLs) greater than or equal to pressure levels as specified in the Incidental Harassment Authorization (IHA) (Attachment A5) by being in the ZOI, or if the number of individuals exposed to Level A is likely to exceed the allowable take numbers, then the Contractor must stop pile driving activities. Contractor will report any takes of cetaceans to GQAR the same day the take occurs. Contractor will report all takes to the Government weekly.

j. Install pile caps and signs to prevent birds from perching on piles the same IWWW piles are installed

k. In the unanticipated event that the specified activity clearly causes the take of a marine mammal in a manner prohibited by the IHA, such as an injury (Level A harassment beyond takes within attached IHA), serious injury or mortality (e.g., ship-strike, gear interaction, or entanglement), immediately cease the specified activities and immediately report the incident to the CO. Include the information indicated in the reporting form and listed in the IHA. The Contractor must not resume their activities until notified by the CO.

l. In the event that there is a discovery of an injured or dead marine

mammal, and the lead PSO determines that the cause of the injury or death is unknown, and the death is relatively recent (i.e., in less than a moderate state of decomposition as described in Paragraph "Duties", Item (h), immediately notify the CO. The report must include the same information identified in the paragraph above and photo documentation of the animal and location where the animal was discovered. Activities may continue while NMFS reviews the circumstances of the incident. The CO will notify the Contractor if modifications in activities are needed as a result of the NMFS review.

m. Mammals encountered during pile driving actions that are not listed in the IHA must be documented and work must cease immediately so long as the animals are within the Level B take isopleth of the species. If the PSO cannot identify the cetacean, work must cease until the Cetacean has left the ZOI. If the mammal encountered is a listed endangered species, shut down operations and follow procedures described in Paragraph PILE INSTALLATION REQUIREMENTS, Item f.

3.2.2 Nesting Birds

a. Avoid all active bald eagle, heron, and streaked horned lark nesting areas during nesting season.

b. Work must be performed in accordance with the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c). The Contractor shall not engage in any activity that causes, or is likely to cause, injury to an eagle, substantial interference with normal breeding, feeding, or sheltering behavior, or cause nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior. Therefore, the Contractor shall:

(1) Perform all work in accordance with the USFWS May 2007 National Bald Eagle Management Guidelines.

(2) Consider all nests identified as active nests for the purposes of work performed under this contract.

(3) The bald eagle nesting season in the work area is 1-JAN through 30-AUG.

(4) In accordance with the USWFS 2007 Guidelines pile driving within 660 feet of a bald eagle nest is prohibited during the nesting season.

(5) Report any dead or injured bald eagles found during operation to CO and USFWS.

c. The nesting season for herons is March through August. If heron nests are present, the no-work zone is 0.5 mile radius for all work.

d. The nesting season for streaked horned larks in 1 April through 31 August.

e. Annual bald eagle nest surveys will be conducted by the Government every spring near the work areas. If construction activities are impacted by the outcome of the surveys, the Contract will be modified accordingly to reflect impacts resulting from the surveys.

3.3 USE OF HEAVY EQUIPMENT

a. Heavy equipment must be selected and operated so as to minimize adverse effects on the environment such as use of minimally-sized, low pressure tires, minimal hard turn paths for tracked vehicles, temporary mats or plates within wet areas or sensitive soils.

b. All vehicles and other heavy equipment must be used as follows:

(1) Stored, fueled and maintained in a vehicle staging area placed 150 feet or more from any waterbody, or in an isolated hard zone such as a paved parking lot.

(2) Inspected daily for fluid leaks before leaving the vehicle staging area for operation within 50 feet of any waterbody.

(3) Steam-cleaned before operation below ordinary high water, and as often as necessary during operation to remain free of all external oil, grease, mud, seeds, organisms and other visible contaminants.

(4) Generators, cranes and any other stationary equipment operated within 150 feet of any waterbody will be maintained and protected as necessary to prevent leaks and spills from entering the water.

3.4 SURFACE AND GROUNDWATER

3.4.1 Waters of the United States

Do not allow discharge of contaminants into waters of the United States.

3.4.2 Invasive Species Prevention Measures for Boat Operations

Prevent contaminating the waters of the United States with invasive species, particularly zebra mussels. Zebra mussels can be transported by boats, trailers, outboard motors and other equipment such as tractors, bulldozers, water pumps, ropes and nets that are used in areas that zebra mussels inhabit. Zebra mussels have been found in several lakes and river systems. If equipment is not properly inspected and treated to prevent the spread of zebra mussels and other aquatic nuisance species, they can be introduced into areas not currently infested. To assist in preventing the introduction and spread of aquatic nuisance species, the following precautions must be taken:

a. Prior to transporting to site, visually inspect all equipment for zebra mussels and other aquatic nuisance species. Remove all trash, mud, vegetation, suspected zebra mussels, place in plastic bags, and properly dispose of in land-based receptacles.

b. All construction equipment and supplies intended for use in Oregon or Washington waters that has been exposed to other lake or stream water must be thoroughly washed with a power washed or be allowed to dry an appropriate length of time. Water being used for power washing must be at least 160 degrees F when leaving the spray nozzle and 140 degrees F when contacting the equipment being decontaminated. All contaminated runoff must be adequately contained and disposed of properly. The appropriate length of drying time is dependant upon weather conditions when the equipment is drying. Use the following link to determine the number of drying days required for drying before

work can begin http://www.100thmeridian.org/emersion.asp.

c. Treat pumps, equipment, and supplies that cannot be thoroughly drained, cleaned, and dried with a 200 ppm bleach solution for 20 minutes, deactivate with sodium thiosulfate, and rinse according to Table 1 below.

d. Conduct an onsite inspection of all vessels, equipment, pumps, and supplies to be used in or around the water before work begins. Coordinate the date and time of this onsite inspection with the CO seven days in advance of inspection.

e. Inspect vessels and equipment upon removal from any body of water. Clean hulls, anchors, moorings, trailers, etc. of all mud, vegetation, and any noticeable attached zebra mussels before leaving the site. Remove any suspected zebra mussels, report to the CO, and contain them for verification.

f. Wash or appropriately dry all vessels and construction equipment removed from Oregon or Washington waters currently infested with zebra mussels or other aquatic invasive species as described above.

Table 1:

Disinfectant Amounts to Make Needed Concentrations					
Disinfectant	1 gallon	2 gallons	5 gallons	20 gallons	100 gallons
200 ppm Chlorine (household bleach, 5.25% Chlorine)	0.5 ounce (15 ml)	1.0 ounce (30 ml)	2.5 ounces (75 ml)	11.0 ounces (300 ml)	6 1/3 cups (1.5 L)
800 ppm Sodium Thiosulfate	0.1 ounce (3 g)	0.2 ounce (6 g)	0.5 ounce (15 g)	2.1 ounces (60 g)	10.6 ounces (300 g)

Notes:

(1) Zebra mussel juveniles, called veligers are microscopic and invisible to the naked eye.

(2) Air drying and hot water are most effective when used in conjunction with each other because their effectiveness is highly dependent upon ambient temperatures and contact times.

(3) Household bleach (5.25 percent chlorine)can be purchased from grocery or convenience stores. Sodium Thiosulfate can be purchased at pool supply stores or chemical companies.

(4) All bilges and hidden areas under boat decks must be thoroughly treated as described above.

(5) For instructions on cleaning and decontaminating specific types of equipment use the following link to access the Inspection

and Cleaning Manual for Equipment and Vehicles to Prevent the Spread of Invasive Species: https://usbr.gov/mussels/prevention/docs/EquipmentInspectionandCleaningManual2021.pdf

3.5 CULTURAL RESOURCES

3.5.1 Archaeological Resources

If, during excavation or other construction activities, any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, the USACE Lower Columbia River Navigation Program Post Review Discovery Plan will be followed (Attachment A2). Resources covered by this Paragraph include, but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, immediately notify the CO so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Cease all activities that may result in impact to or the destruction of these resources. Secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.6 AIR RESOURCES

Equipment operation, activities, or processes must be conducted in accordance with applicable Federal and State air emission and performance laws and standards. Equipment must not remain idle for longer than 15 minutes to reduce air emissions.

3.6.1 Particulates

Dust particles, aerosols and gaseous by-products from construction activities, and processing and preparation of materials must be controlled at all times, including weekends, holidays, and hours when work is not in progress.

3.6.2 Odors

Control odors from construction activities. The odors must be in compliance with State regulations and local ordinances and may not constitute a health hazard.

3.7 WASTE MINIMIZATION

Minimize the use of hazardous materials and the generation of waste. Include procedures for pollution prevention/ hazardous waste minimization in the Waste Management Section of the EPP. Describe the anticipated types of the hazardous materials to be used in the construction when requesting information.

3.7.1 Salvage, Reuse and Recycle

a. Identify anticipated materials and waste for salvage, reuse, and recycling. Describe actions to promote material reuse, resale or recycling. To the extent practicable, all scrap metal must be sent for reuse or recycling and will not be disposed of in a landfill.

b. Include the name, physical address, and telephone number of the hauler, if transported by a franchised solid waste hauler. Include the destination and, unless exempted, provide a copy of the State or local permit (cover) or license for recycling.

3.8 WASTE MANAGEMENT AND DISPOSAL

3.8.1 Solid Waste Management Report

Include a Solid Waste Management Report in the Environmental Records Binder following completion of construction. For each waste, include in the report the classification (using the definitions provided), amount in cubic yards, pounds or tons, location, and name of the business receiving the solid waste. Provide copies of the waste handling facilities' weight tickets, receipts, and bills of sale and other sales documentation. In lieu of sales documentation, a statement indicating the disposal location for the solid waste that is signed by an employee authorized to legally obligate or bind the firm may be submitted. The sales documentation must include the receiver's tax identification number and business, EPA or state registration number, along with the receiver's delivery and business addresses and telephone numbers. For each solid waste retained for the Contractor's own use, submit the information previously described in this paragraph on the solid waste disposal report. Prices paid or received do not have to be reported to the CO unless required by other provisions or specifications of this Contract or public law.

3.8.2 Control and Management of Solid Wastes

a. Pick up solid wastes, and place in covered containers that are regularly emptied. Do not prepare or cook food on the project site. Prevent contamination of the site or other areas when handling and disposing of wastes. At project completion, leave the areas clean. Employ segregation measures so that no hazardous or toxic waste will become co-mingled with non-hazardous solid waste. Transport solid waste off Government property and dispose of it in compliance with 40 CFR 260, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill is the minimum acceptable offsite solid waste disposal option. Verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. Solid waste disposal offsite must comply with most stringent local, State, and Federal requirements.

b. Manage hazardous material used in construction, including but not limited to, aerosol cans, waste paint, cleaning solvents, contaminated brushes, and used rags, in accordance with 49 CFR 173.

3.8.3 Control and Management of Hazardous Waste

Do not dispose of hazardous waste on Government property. Do not discharge any waste to a sanitary sewer, storm drain, or to surface waters or conduct waste treatment or disposal on Government property without written approval of the CO.

3.8.3.1 Hazardous Waste/Debris Management

a. Prepare a Hazardous Waste/Debris Management Report that identifies the hazardous wastes and debris, and quantities of each that were generated by construction activities and include this report in the

Environmental Records Binder. Provide a documented waste determination for the resultant waste streams.

b. Identify, label, handle, store, and dispose of hazardous waste or debris in accordance with Federal, State, and local regulations, including 40 CFR 261, 40 CFR 262, and 40 CFR 268.

c. Manage hazardous waste in accordance with the approved Hazardous Waste Management Section of the EPP. Store hazardous wastes in approved containers in accordance with 49 CFR 173. Hazardous waste generated within the confines of Government facilities is identified as being generated by the Government. Do not bring hazardous waste onto Government property.

3.8.3.2 Hazardous Waste Disposal

The following applies to disposal of any hazardous waste:

a. Use, or propose for use, materials which may be considered environmentally friendly in that waste from such materials is not regulated as a hazardous waste or is not considered harmful to the environment.

b. Documentation for analysis, sampling, transportation, and disposal of all hazardous waste generated during this Contract must be in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262,, and 40 CFR 268.

c. Remove all Contractor hazardous wastes from the project for proper disposal within 90 days of waste generation or at the completion of on-site work. Package, label, and mark all hazardous waste in accordance with 49 CFR 172 and 40 CFR 262. Store all hazardous waste in accordance with 40 CFR 262.

d. Transportation of Contractor hazardous material must be in accordance with 49 CFR 171, 49 CFR 172, and 49 CFR 173.

e. Use the Contractor's Environmental Protection Agency (EPA) identification number to dispose of all hazardous waste generated by the Contractor and its subcontractors under this Contract. This is construed to mean all hazardous waste the Contractor or subcontractors generate from materials brought on the site for the purpose of performing work under the terms of the Contract.

f. It is the responsibility of the Contractor to prepare hazardous waste manifests for Contractor generated hazardous waste. The Government will review the Contractor's hazardous waste manifest to ensure the use of the Contractor's own EPA identification number. Include copies of the Hazardous Waste Manifests for all Contractor-generated hazardous wastes disposed off-site in the Environmental Records Binder.

g. Recycle hazardous waste to the maximum extent possible. Placing hazardous waste in a permitted hazardous waste landfill must be the last resort.

3.8.4 Releases/Spills of Oil and Hazardous Substances

Exercise due diligence to prevent, contain, and respond to spills of hazardous material, hazardous substances, hazardous waste, sewage,

regulated gas, petroleum, lubrication oil, and other substances regulated in accordance with 40 CFR 300. Maintain spill cleanup equipment and materials at the work site. In the event of a spill, take prompt, effective action to stop, contain, curtail, or otherwise limit the amount, duration, and severity of the spill/release.

3.9 HAZARDOUS MATERIAL MANAGEMENT

Include hazardous material control procedures in the Safety Plan, in accordance with Section 01 35 26.00 25, GOVERNMENTAL SAFETY REQUIREMENTS. Address procedures and proper handling of hazardous materials, including the appropriate transportation requirements. Do not bring hazardous material onto Government property that does not directly relate to requirements for the performance of this Contract. Submit an SDS and estimated quantities to be used for each hazardous material to the CO prior to commencing work. Typical materials requiring SDS and quantity reporting include, but are not limited to, oil and latex based painting and caulking products, solvents, adhesives, aerosol, and petroleum products. Use hazardous materials in a manner that minimizes the amount of hazardous waste generated. Containers of hazardous materials must have National Fire Protection Association labels or their equivalent. Certify that hazardous materials removed from the site are hazardous materials and do not meet the definition of hazardous waste, in accordance with 40 CFR 261.

3.10 PREVIOUSLY USED EQUIPMENT

Clean previously used construction equipment prior to bringing it onto the project site. Equipment must be free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the U.S. Department of Agriculture jurisdictional office for additional cleaning requirements.

3.11 PETROLEUM, OIL, LUBRICANT (POL) STORAGE AND FUELING

Utilize environmentally acceptable lubricants including hydraulic fluid as in accordance with EPA 800-R-11-002 when operating equipment below Ordinary High Water and work over water. Store POL products and fuel equipment and motor vehicles in a manner that affords the maximum protection against spills into the environment. Use secondary containments, dikes, curbs, and other barriers, to prevent POL products from spilling and entering the ground, storm or sewer drains, stormwater ditches or canals, or navigable waters of the United States. Describe in the EPP (see Paragraph "ENVIRONMENTAL PROTECTION PLAN") how POL tanks and containers must be stored, managed, and inspected and what protections must be provided.

3.11.1 Used Oil Management

Manage used oil generated on site in accordance with 40 CFR 279. Determine if any used oil generated while onsite exhibits a characteristic of hazardous waste. Used oil containing 1,000 parts per million of solvents is considered a hazardous waste and disposed of at the Contractor's expense. Used oil mixed with a hazardous waste is also considered a hazardous waste. Dispose in accordance with Paragraph "HAZARDOUS WASTE DISPOSAL".

3.11.2 Oil Storage Including Fuel Tanks

a. Provide secondary containment and overfill protection for oil storage tanks. Use drip pans during oil transfer operations. Cover tanks and drip pans during inclement weather. Provide procedures and equipment to prevent overfilling of tanks. Do not bring underground storage tanks for Contractor use during a project.

b. Monitor and remove any rainwater that accumulates in open containment pans, dikes, or berms. Inspect the accumulated rainwater prior to draining from a containment dike to the environment, to determine there is no oil sheen present. If oil sheen is present, treat and dispose of accumulated rainwater in an environmentally-protective manner approved by the CO.

3.12 NOISE CONTROL

3.12.1 General

Keep construction activities under surveillance and control to minimize environment damage by noise. Noise control and noise levels must conform to requirements set forth in the appropriate regulations, including EM 385-1-1 Section 05.C, 29 CFR 1926.52, and 29 CFR 1926.101. The most conservative requirement will govern.

3.12.2 Noise Limitations

During construction, the noise levels, as measured from the nearest dwelling, must not exceed 50 decibels during the hours from 2200 hours to 0700 hours.

3.13 POST CONSTRUCTION CLEANUP

Clean up areas used for construction. Unless otherwise instructed in writing by the CO, remove traces of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. Grade parking area and similar temporarily used areas to conform with surrounding contours.

-- End of Section --

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CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 Co-mingle

The practice of placing unrelated materials together in a single container, usually for benefits of convenience and speed.

1.1.2 Construction Waste

Waste generated by construction activities, such as scrap materials, damaged or spoiled materials, temporary and expendable construction materials, and other waste generated by the workforce during construction activities.

1.1.3 Demolition Debris/Waste

Waste generated from demolition activities, including minor incidental demolition waste materials generated as a result of intentional dismantling of all or portions of a building, to include clearing of building contents that have been destroyed or damaged.

1.1.4 Disposal

Depositing waste in a solid waste disposal facility, usually a managed landfill or incinerator, regulated in the US under the Resource Conservation and Recovery Act (RCRA).

1.1.5 Diversion

The practice of diverting waste from disposal in a landfill or incinerator, by means of eliminating or minimizing waste, or reuse of materials.

1.1.6 Final Construction Waste Diversion Report

A written assertion by a material recovery facility operator identifying constituent materials diverted from disposal, usually including summary tabulations of materials, weight in short-ton.

1.1.7 Recycling

The series of activities, including collection, separation, and processing, by which products or other materials are diverted from the solid waste stream for use in the form of raw materials in the manufacture of new products sold or distributed in commerce, or the reuse of such materials as substitutes for goods made of virgin materials, other than fuel.

1.1.8 Reuse

The use of a product or materials again for the same purpose, in its original form or with little enhancement or change.

1.1.9 Salvage

Usable, salable items derived from buildings undergoing demolition or deconstruction, parts from vehicles, machinery, other equipment, or other components.

1.1.10 Source Separation

The practice of administering and implementing a management strategy to identify and segregate unrelated waste at the first opportunity.

1.2 CONSTRUCTION WASTE (INCLUDES DEMOLITION DEBRIS/WASTE)

Divert a minimum of 60 percent by weight of the project construction waste and demolition debris/waste from the landfill or incinerator. Follow applicable industry standards in the management of waste. Apply sound environmental principles in the management of waste.

a. Practice efficient waste management when sizing, cutting, and installing products and materials and

b. Use all reasonable means to divert construction waste and demolition debris/waste from landfills and incinerators and to facilitate the recycling or reuse of excess construction materials.

1.3 CONSTRUCTION WASTE MANAGEMENT

Implement a Construction Waste Management Program for the project. Establish a process for clear tracking, and documentation of construction waste and demolition debris/waste.

1.3.1 Implementation of Construction Waste Management Program

Develop and document how the Construction Waste Management Program will be implemented in a Construction Waste Management Plan. Submit a Construction Waste Management Plan to the Contracting Officer (CO) for approval. Construction waste and demolition debris/waste materials include un-used construction materials not incorporated in the final work, as well as demolition debris/waste materials from demolition activities or deconstruction activities. In the management of waste, consider the availability of viable markets, the condition of materials, the ability to provide material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates.

1.3.2 Oversight

The Quality Control Manager, as specified in Section 01 45 00.00 25 QUALITY CONTROL, is responsible for overseeing and documenting results from executing the Construction Waste Management Plan for the project.

1.3.3 Special Instructions

Provide on-site instruction of appropriate separation, handling,

recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the projects. Designation of single source separating or commingling will be clearly marked on the containers.

1.3.4 Waste Streams

Delineate waste streams and characterization, including estimated material types and quantities of waste, in the Construction Waste Management Plan. Manage all waste streams associated with the project. Typical waste streams are listed below. Include additional waste steams not listed:

a. Land Clearing Debris

b. Asphalt

c. Masonry and CMU

d. Concrete

e. Metals (Includes, but is not limited to, banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, bronze.)

f. Wood (nails and staples allowed)

g. Glass

h. Paper

i. Plastics (PET, HDPE,PVC,LDPE,PP,PS, Other)

j. Gypsum

k. Non-hazardous paint and paint cans

l. Carpet

m. Ceiling Tiles

n. Insulation

o. Beverage Containers

1.4 SUBMITTALS

Government approval is required for submittals with a "G". Submittals not having a "G" classification are for information only. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Construction Waste Management Plan; G

SD-06 Test Reports

Quarterly Reports

Annual Report

SD-11 Closeout Submittals

Final Construction Waste Diversion Report; G

1.5 MEETINGS

a. Conduct Construction Waste Management meetings. After award of the Contract and prior to commencement of work, schedule and conduct a meeting with the CO to discuss the proposed Construction Waste Management Plan and to develop a mutual understanding relative to the management of the Construction Waste Management Program and how waste diversion requirements will be met.

b. At a minimum, discuss and document waste management goals at following meetings:

(1) Preconstruction meeting.

(2) Preparatory meetings.

(3) Regular coordination meetings.

(4) Safety Meetings.

1.6 CONSTRUCTION WASTE MANAGEMENT PLAN (CWMP)

a. Submit Construction Waste Management Plan as part of the PSMP. Approval of the CWMP is required prior to the start of on-site work. Manage demolition debris/waste or deconstruction materials in accordance with the approved construction waste management plan.

b. An approved CWMP will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting project cumulative waste diversion requirement. Ensure all subcontractors receive a copy of the approved Construction Waste Management Plan. The plan demonstrates how to meet the project waste diversion requirement. Also, include the following in the plan:

(1) Identify the names of individuals responsible for waste management and waste management tracking, along with roles and responsibilities on the project.

(2) Actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.

(3) Description of the regular meetings to be held to address waste management.

(4) Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site and equipment to be used for processing, sorting, and temporary storage of materials.

(5) Name of landfill and incinerator to be used.

(6) Identification of local and regional re-use programs, including non-profit organizations such as schools, local housing agencies, and organization that accept used materials such as

material exchange networks and resale stores. Include the name, location, phone number for each re-use facility identified, and provide a copy of the permit or license for each facility.

(7) List of specific materials, by type and quantity, that will be salvaged for resale, salvaged and reused on the current project, salvaged and stored for reuse on a future project, or recycled. Identify the recycling facilities by name, address, and phone number.

(8) Identification of materials that cannot be recycled or reused with an explanation or justification, to be approved by the CO.

(9) Description of the means by which materials identified in item (g) above will be protected from contamination.

(10) Description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site).

(11) Copy of training plan for subcontractors and other services to prevent contamination by co-mingling materials identified for diversion and waste materials.

1.7 RECORDS (DOCUMENTATION)

1.7.1 General

Maintain records to document the types and quantities of waste generated and diverted though re-use, recycling and sale to third parties; through disposal to a landfill or incinerator facility. Provide explanations for materials not recycled, reused or sold. Collect and retain manifests, weight tickets, sales receipts, and invoices specifically identifying diverted project waste materials or disposed materials.

1.7.2 Accumulated

Maintain a running record of materials generated and diverted from landfill disposal, including accumulated diversion rates for the project. Make records available to the CO during construction or incidental demolition activities. Provide a copy of the diversion records to the CO upon completion of the construction, incidental demolitions or minor deconstruction activities.

1.8 REPORTS

1.8.1 General

Maintain current construction waste diversion information on site for periodic inspection by the CO. Include in the quarterly reports, annual reports and final reports: the project name, Contract information, information for waste generated, diverted and disposed of for the current reporting period and show cumulative totals for the project. Reports must identify quantifies of waste by type and disposal method. Also include in each report, supporting documentation to include manifests, weigh tickets, receipts, and invoices specifically identifying the project and waste material type and weighted sum.

1.8.2 Quarterly Reporting

Provide cumulative reports at the end of each quarter (December, March, June, and September, corresponding with the federal fiscal year for reporting purposes). Submit quarterly reports not later than 15 calendar days after the preceding quarter has ended. See Attachment A10 for an example report.

1.8.3 Annual Reporting

Provide a cumulative construction waste diversion report annually. Submit annual report not later than 30 calendar days after the preceding fourth quarter has ended.

1.9 FINAL CONSTRUCTION WASTE DIVERSION REPORT

A Final Construction Waste Diversion Report is required at the end of the project. Provide Final Construction Waste Diversion Report within 90 calendar days of final Construction physical completion.

1.10 COLLECTION

a. Collect, store, protect, and handle reusable and recyclable materials at the site in a manner which prevents contamination, and provides protection from the elements to preserve their usefulness and monetary value. Provide receptacles and storage areas designated specifically for recyclable and reusable materials and label them clearly and appropriately to prevent contamination from other waste materials. Keep receptacles or storage areas neat and clean.

b. Separate materials by one of the following methods described herein:

1.10.1 Source Separation Method

Separate waste products and materials that are recyclable from trash and sort as described below into appropriately marked separate containers and then transport to the respective recycling facility for further processing. Deliver materials in accordance with recycling or reuse facility requirements (e.g., free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process). Separate materials into the category types as defined in the Construction Waste Management Plan.

1.10.2 Co-Mingled Method

Place waste products and recyclable materials into a single container and then transport to an authorized recycling facility, which meets all applicable requirements to accept and dispose of recyclable materials in accordance with all applicable local, state and federal regulations. The Co-mingled materials must be sorted and processed in accordance with the approved Construction Waste Management Plan.

1.10.3 Other Methods

Other methods proposed by the Contractor may be used when approved by the CO.

1.11 DISPOSAL

Control accumulation of waste materials and trash. Recycle or dispose of collected materials off-site at intervals approved by the CO and in compliance with waste management procedures as described in the waste management plan. Except as otherwise specified in other sections of the specifications, dispose of in accordance with the following:

1.11.1 Reuse

Give first consideration to reusing construction and demolition materials as a disposition strategy. Recover for reuse materials, products, and components as described in the approved Construction Waste Management Plan. Coordinate with the CO to identify onsite reuse opportunities or material sales or donation available through Government resale or donation programs. Sale of recovered materials is not allowed on Government property or at the Construction site, unless approved by the CO. Consider the use of surplus industrial supply broker services, who match entities with reusable or repurpose industrial materials with entities with need of such materials.

1.11.2 Recycle

Recycle non-hazardous construction and demolition/debris materials that are not suitable for reuse. Track rejection of contaminated recyclable materials by the recycling facility. Rejected recyclables materials will not be counted as a percentage of diversion calculation. Recycle all fluorescent lamps, HID lamps, mercury (Hg) -containing thermostats and ampoules, and PCBs-containing ballasts and electrical components as directed by the CO. Do not crush lamps on site as this creates a hazardous waste stream with additional handling requirements.

1.11.3 Compost

Consider composting off site if a reasonable amount of compostable materials will be available and a utilization of compostable material can be determined and appropriately planned for. Compostable materials include plant materials, sawdust and certain food scraps. Composting as a strategy must be explicitly addressed in the Construction Waste Management Plan submitted for approval to ensure it is feasible.

1.11.4 Waste

Dispose by landfill or incineration only those waste materials with no practical use, economic benefit, or recycling opportunity.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

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AS-BUILT DRAWINGS

PART 1 GENERAL

1.1 GENERAL INFORMATION

This Section covers as-built drawings complete, as a requirement of the Contract. As-built drawings are redlined Contract drawings and Contractor prepared drawings showing as-built conditions. As-built drawings showing final as-built conditions of the work are defined, but not limited to:

a. Contract Drawings - Drawings created by the Government specifically for this Contract and provided to the Contractor upon Award. As-built redline drawings are copies of Contract drawings that are revised to show additions and changes occurring during construction, eventually becoming final record drawings.

b. Contractor-Prepared Drawings - Drawings created by the Contractor during execution of this Contract. Drawings must include shop drawings, diagrammatic, and design information provided by the Contractor and the Contractor's subcontractors, vendors, or suppliers.

1.2 REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN CONCRETE INSTITUTE (ACI)

ACI SP-66	(2004) ACI Detailing Manual

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC 326	(2009) Detailing for Steel Construction

U.S. ARMY CORPS OF ENGINEERS (USACE)

ERDC-ITL-TR-19-7	AEC Computer-Aided Design (CAD) Standards, Release 6.1

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following must be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

As-Built Drawings Execution Plan; G

Working As-Built Redline Drawings

SD-11 Closeout Submittals

Final Working As-Built Redline Drawings; G

Final Contractor-prepared CAD Drawings; G

Digital Images; G

1.4 AS-BUILT DRAWINGS EXECUTION PLAN

1.4.1 General Requirements

Submit for approval a discussion detailing how the Contract requirements for As-built Drawings, as set forth in this Section, will be met. Identify Contractor personnel who must be responsible for maintaining marked up as-built conditions during the prosecution of the work and identify an authorized Contractor representative who will certify the monthly review in conjunction with periodic progress payments. Identify Contractor personnel who must be responsible for meeting the Final Working As-Built Redline Drawings submittal requirements at the time of Final Inspection(s), and describe the process of how these requirements will be met.

1.4.2 Project Schedule

Time required to accomplish the requirements of this Section must be included in the Project Schedule in accordance with Section 01 32 01.00 25, PROJECT SCHEDULE.

1.5 WORKING AS-BUILT REDLINE DRAWINGS

1.5.1 General

a. During the execution of the work, mark up an electronic set of Contract, and Contractor-prepared Drawings in accordance with this Section to show the current as-constructed conditions. Working as-built redline drawings must be accessible to the Government at all times through a secure internet accessible service. Submittals must include digital images identified below for verification of redlines. Keep working as-built redline drawings current on a continuous basis and available on the job site at all times. By means of details and notes, accurately and neatly record changes, as they occur, from the Contract drawings that are made in the work and additional information uncovered in the course of construction. Mark up the electronic copy of the working as-built redline drawings, including details and notes, in accordance with the U.S. Army Corps of Engineers (USACE), Portland District As-built CAD standards. Clearly identify changes related to RFIs and Contract modifications.

b. Working as-built redline drawings are part of the permanent records of this Contract and will be retained by the Government upon approval. As-built drawings must include, but not be limited to:

(1) Contract Drawings - Use working as-built redline Contract drawings, and additional drawings or sketches which may be required to thoroughly describe deviations or additions to the Contract drawings, to provide the required redlined Contract drawings. Mark out Contract drawings and/or portions of Contract

drawings superseded by Contractor-prepared drawings and provide reference(s) on superseded Contract Drawings to applicable Contractor-prepared drawing(s). Additional Contractor sketches must be provided if sufficient space is not available on the Contract Drawings. See Contract drawing index Sheet G-001 for Project Record Action Codes.

(2) Contractor-prepared Drawings - Incorporate working as-built redline Contractor-prepared drawings reflecting field conditions into the Final Contractor Prepared CAD Drawings to ensure the ability to cross-reference between Contract, and Contractor-prepared Drawings. Contractor must complete all CAD updates to Contractor-prepared drawings. See Contract drawing index sheet G-001 for Project Record Action Codes. Contractor-generated drawings are Action Code 2.

1.5.2 Weekly Redline Verification

Add redline review and status update to the weekly construction coordination meeting agenda. At a minimum discuss the following:

a. Redlines are present and accurate on an electronic set of drawings.

b. Changes originating from requests for information or Contract modifications are included in the redlines.

c. Adequate construction photographing is being completed prior to embedment, cover, or other actions that will preclude future access for verification.

1.5.3 Monthly Meeting

Coordinate and schedule a monthly meeting with the Contracting Officer (CO) to review the current working as-built redline drawings for accuracy and completeness.

1.6 DIGITAL IMAGES

Provide digital images in JPEG Format with a minimum of 300 pixels per inch documenting the as-constructed state of the completed project for verification of redlines. Provide images for buried or concealed work that can not otherwise be verified, and all electrical panels (to include all wire labels). Images must be provided for each plan, section, elevation, and detail drawing (including all Contractor-prepared Drawings). Organize images into folders by feature.

1.7 FINAL WORKING AS-BUILT REDLINE DRAWINGS

Submit a complete electronic set of as-built redlines drawings marked "Draft" (including digital images). Allow 30 calendar days for Government review and approval. The CO will review the draft final working as-built redline drawings for accuracy and completeness and return them to the Contractor for required corrections, changes, additions, and deletions. If changes are required, make such revisions within 15 calendar days, and re-submit a complete set to the Government for review and approval. Final inspection cannot proceed until the Government has completed reviewing final working as-built drawings and determined they are acceptable.

1.8 FINAL CONTRACTOR-PREPARED CAD DRAWINGS

Within 15 calendar days of final construction physical completion submit a complete set of as-built Contractor-prepared CAD drawings including electronic PDF and CAD files marked "Draft" (including Digital Images). Allow 30 calendar days for Government review and approval. The CO will review final CAD drawings for accuracy and completeness and return them to the Contractor for required corrections, changes, additions, and deletions. If changes are required, make such revisions within 15 calendar days, and resubmit to the Government for review and approval. Once approved, submit a complete set of electronic PDF and CAD files.

1.8.1 CAD STANDARDS

a. The CAD standard mandated by US Army Corps of Engineers and this Contract is ERDC-ITL-TR-19-7. In addition to ERDC-ITL-TR-19-7, structural drawings must be in accordance with ACI SP-66 and AISC 326. ERDC-ITL-TR-19-7 is available, under the District CADD Standards, at the following web link: https://cadbimcenter.erdc.dren.mil/default.aspx?p=a&t=1&i=7. The web link contains the guides, libraries, and templates that must be utilized by the Contractor to produce CAD files that are compliant with the CAD standards required in this Contract. The digital support files in this web link are in DGN format (MicroStation).

b. CAD work for this Contract must be accomplished with personnel that are knowledgeable and experienced with ERDC-ITL-TR-19-7. Employ proficient personnel for the creation of CAD files.

1.9 PAYMENT

a. Working as-built redline drawings will be jointly inspected for accuracy and completeness by the CO and an authorized representative of the Contractor prior to submission of the monthly pay estimate. Failure to keep working as-built redline drawings maintained on a current basis, in accordance with Paragraph WORKING AS-BUILT REDLINE DRAWINGS, will be sufficient justification to withhold up to ten percent of the monthly pay estimate.

b. Separate payment will not be made for compliance with this Section for the preparation of the working as-built Contract and/or Shop Drawing redline drawings. All costs associated with the working as-built drawing requirements of this Section are considered incidental to the work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

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SECTION 02 41 00.00 99

DEMOLITION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety -- Safety and Occupational Health (SOH) Requirements

1.2 PROJECT DESCRIPTION

1.2.1 Demolition Plan

Prepare a Demolition Plan and submit proposed demolition and removal procedures for approval before work is started. Include in the plan the following: procedures for removal and disposition of materials specified as part of demolition and coordination with other work in progress, a detailed description of methods and equipment to be used for each operation, the sequence of operations and the identification of the recycling and disposal facilities to be used for demolition waste. Coordinate waste management procedures in accordance with Section 01 57 19.00 25, TEMPORARY ENVIRONMENTAL CONTROLS. Provide procedures for safe conduct of the work in accordance with EM 385-1-1. Any debris that falls in the water must be removed from the water by the Contractor. Plans must be approved by Contracting Officer (CO) prior to work beginning.

1.2.2 General Requirements

Do not begin demolition until authorization is received from the CO. The work includes demolition of identified items and materials, and removal of resulting rubbish and debris. Remove rubbish and debris from Government property daily, unless otherwise directed or authorized by the CO. Store materials that cannot be removed daily in areas specified or authorized by the CO. In the interest of occupational safety and health, perform the work in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

1.3 ITEMS TO REMAIN IN PLACE

Take necessary precautions to avoid damaging existing items to remain in place, to be reused, or to remain the property of the Government. Repair or replace damaged items as approved by the CO. Do not disturb existing navigation aids or their supporting structures. Do not disturb existing steel monopile king pile markers. Minimize disturbance of existing stone. Do not disturb existing construction beyond the extent indicated unless approved by the CO. Provide protective measures to control accumulation and migration of wood debris, dust, and dirt in all work areas.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Demolition Plan; G

Existing Conditions

SD-11 Closeout Submittals

Pulled Piles Report; G

Receipts

1.5 PROTECTION

1.5.1 Protection of Personnel

Before, during, and after the demolition work; continuously evaluate the condition of the feature being demolished and deconstructed and take immediate action to protect all personnel working in and around the project site.

1.6 EXISTING CONDITIONS

Before beginning any demolition work or debris removal work, survey the site as described in Section 31 00 02.00 99, SURVEY. Examine the survey, drawings and specifications to determine the extent of the work. Record existing conditions in the presence of the CO showing the condition of pile dike and extent of debris. Take photos during low water to capture the full extent of the existing pile dikes in the context of surrounding conditions. Electronic photographs with a minimum of four megapixels are acceptable as a record of existing conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 EXISTING STRUCTURES AND DEBRIS REMOVAL

a. Remove debris fouled in the dike piles and submerged debris from the enhanced enrockment and scour apron areas as necessary for construction prior to constructing the repairs. Debris is anticipated to consist primarily of natural woody debris and relic piles that have failed and sunk to the river bottom.

b. Existing piles at Pile Dike 24.63 are to remain in place. Existing pile removal is not anticipated necessary at Pile Dikes 23.71 and 23.81, should pile removal be determined necessary by the Contractor and agreed by the CO, remove existing remnant timber pile, spreaders, and associated remaining hardware from pile dikes as necessary for construction. Piles are to be removed by cutting or breaking at the mudline. Submit a Pulled Piles Report, which includes pile removed

along with their location, method of removal, time taken to remove, embedment length (if applicable) and overall length of removed pile. Comply with requirements described in 01 57 19.00 25, TEMPORARY ENVIRONMENTAL CONTROLS for demolition.

c. Assume that any debris, piles, and spreaders removed are untreated timber. If creosote treated timber is encountered, cease material removal and notify the CO immediately. Separate creosote treated timber from untreated timber.

d. All debris, piles, spreaders, and associated hardware removed must be disposed of at an approved upland facility off of and away from the project site. Comply with all Federal, State, and local permit conditions and special conditions for conducting the hauling to storage and disposal of creosote timber, if encountered.

e. All demolition and debris removal must occur within the work windows specified in 01 57 19.00 25, TEMPORARY ENVIRONMENTAL CONTROLS.

3.2 DISPOSITION OF MATERIAL

3.2.1 Title to Materials

Except for salvaged items specified in related Sections, and for materials or equipment scheduled for salvage, all materials and equipment removed and not reused or salvaged, becomes the property of the Contractor and must be removed from Government property. Title to materials resulting from demolition and deconstruction, and materials and equipment to be removed, is vested in the Contractor upon approval by the CO of the Contractor's demolition, deconstruction, and removal procedures, and authorization by the CO to begin demolition and deconstruction. The Government is not responsible for the condition or loss of, or damage to, such property after Contract award. Showing for sale or selling materials and equipment on site is prohibited.

3.2.2 Unsalvageable and Non-Recyclable Material

Dispose of unsalvageable and non-recyclable material off the site in appropriate facilities in accordance with project permitting guidelines. Submit receipts from disposal facilities for material disposed.

3.2.3 Cleanup

Remove debris and rubbish from the site. Remove and transport the debris in a manner that prevents spillage in the water, at the project site, and on streets or adjacent areas. Apply local regulations and project permitting guidelines regarding hauling and disposal.

3.3 DISPOSAL OF REMOVED MATERIALS

3.3.1 Regulation of Removed Materials

Dispose of debris, rubbish, scrap, and other unsalvageable materials resulting from removal operations in compliance with all applicable Federal, State, and local regulations as contractually specified and as outlined in permits approving the project.

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SECTION 31 00 02.00 99

SURVEY

PART 1 GENERAL

1.1 SUMMARY

This work consists of the requirements for field surveys, layout for the construction, and recording survey data including elevations, lines, and grades of the constructed work to verify that the work is constructed in accordance with the Contract.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 1110-1-1000	(2015) Photogrammetric and LiDAR Mapping
EM 1110-1-1005	(2007) Control and Topographic Surveying
EM 1110-2-1003	(2013) Hydrographic Surveying

AMERICAN SOCIETY FOR PHOTOGRAMMETRY AND REMOTE SENSING (ASPRS)

ASPRS 2014	Positional Accuracy Standards for Digital Geospatial Data, Version 1.0

1.3 RELATED DOCUMENTS

The provisions and intent of the Contract, including the General Conditions, Supplemental Conditions, General Requirements and Specifications, Technical Specifications, and Drawings apply to this work as if specified in this Section.

1.4 DEFINITIONS

a. Professional Land Surveyor: One who possesses a valid State license as a "Professional Land Surveyor" from the State in which they practice.

b. Professional Civil Engineer: One who possesses a valid state license as a "Professional Civil Engineer" from the state in which they practice. For this Section, the term "surveyor" must also include Professional Civil Engineers authorized to practice Land Surveying under the laws of the state in which they practice.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation. Submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office

that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Survey Plan; G

Preconstruction Survey Report; G

SD-02 Shop Drawings

Survey Field Notebooks

SD-06 Test Reports

Post-Construction Survey; G

SD-11 Closeout Submittals

Post Construction Survey Report; G

Survey Field Notebooks

Electronic Survey Data

1.6 EXISTING SURVEYS

a. Contours and elevations shown on the Drawings are the result of a hydrosurvey conducted on December 2-3, 2024, by the Portland District survey crew and represent conditions at the time of data collection and may not represent conditions at the time of construction. The survey utilized high-resolution multibeam sonar systems, specifically the R2Sonic 2024 Multibeam Echosounder, paired with an Applanix POS MVfor precise positioning and motion compensation. Tide corrections were applied using the g2012b-CONUS geoid model and KTD files, ensuring reliable vertical referencing.

b. The Portland District survey crew employed advanced GPS receivers and RTK systems to ensure precise horizontal and vertical positioning. Geospatial data was processed using HYPACK 2022 software, configured with the State Plane NAD-83 coordinate system (Oregon North Zone) and the Lambert Conformal Conical Projection. Measurements were recorded in US Survey Feet, with geodetic referencing based on the WGS-84 Ellipsoid. The survey deliverables included the processed geospatial data (in an .xyz file format) and metadata documenting geodetic parameters.

1.7 SURVEY CONTROL

The survey monuments to be used to lay-out the Miller Sands - Rice Island Pile Dike Repairs are shown on the drawings.

1.7.1 Horizontal Control

a. Horizontal Coordinate System for Survey: 2011 adjustment of the North American Datum of 1983 (NAD 83 (2011)) projected onto the Washington South State Plane Coordinate System with linear units in US Feet.

b. Coordinates for the enhanced enrockments are provided on the drawings.

1.7.2 Vertical Control

a. Vertical Datum: Elevations are in the North American Vertical Datum 1988 (NAVD 88), Geoid G2012B Con US, with linear units in feet.

b. Vertical control was established for the pile dike repair work and is provided on the Drawings.

c. Datum Conversions:

Tidal datums are provided on the drawings.

1.8 SURVEY PLAN

Submit a Survey Plan with a detailed description of the survey equipment and procedures proposed to be used for completion of the work. Types of surveys anticipated include full coverage multibeam echosounder (MBE), vessel mounted LiDAR and topographic surveys. Address the phasing, timing, methods, and control points and benchmarks. Include procedures for surveys and quality control to ensure material placement/grading and placement of marker piles in the design areas are in accordance with the Contract requirements (to include methods to establish lines, grades, and slopes and frequency of condition and post-construction surveys for acceptance by the Government). Use the datums and coordinate system specified above and provide Meta-data and drawings. Surveys must be quality checked and provided to the Government within five days of data collection.

1.9 FIELD SURVEYS

1.9.1 Contractor Survey Requirements

All work must be performed by a surveyor registered in the State of Washington. Preserve all existing benchmarks onsite. Surveys performed must conform to the horizontal and vertical datums specified above.

1.9.2 Survey Control Points

Do not remove major survey control points. Preserve all existing benchmarks and panel points.

1.9.3 Construction Layout

Establish such lines, grades and controls as are needed for construction. Provide sufficient field marking as applicable in the construction area as to be able to know the appropriate limits of work and elevations during construction.

1.9.4 Conformance to Drawings

Perform all work in conformance with the lines, grades and dimensions indicated on the drawings. If a discrepancy is noted between the drawings and project layout, immediately bring the discrepancy to the CO attention. Where tolerances are stated, perform the work within those tolerances. The CO will determine if the work conforms to such lines, grades and dimensions and that determination is final.

1.9.5 Measurements from Control Points

The Contractor assumes full responsibility for detailed dimensions and elevations measured from primary control points.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 DESCRIPTION

This Section specifies the gathering of research documents, performance of topographic and hydrographic surveys, and preparation of survey documentation and drawings.

3.2 GENERAL

a. All surveys must be performed by a licensed surveyor or civil engineer authorized to practice Land Surveying registered in the State of Washington.

b. The surveyor must research available public records for all mapping, monumentation, plats, Governmental surveys etc., that may pertain to the construction site.

c. Collect topographic data in accordance with EM 1110-1-1000 and EM 1110-1-1005.

d. Collect hydrographic data in accordance with EM 1110-2-1003.

e. Survey must meet the standard for General Construction Site Plan Feature and Topo Detail as outlined in EM 1110-1-1005.

f. Digital CADD files with raw data, processed elevation surface TIN, and contours readable in AutoCAD format.

g. All other CADD specifications requirements according to Section 01 78 39.10 25, AS-BUILT DRAWINGS.

3.3 SURVEY REQUIREMENTS

a. Conduct Pre-Construction Surveys and Post-Construction Surveys for each pile dike being repaired, during each season of construction, for documenting pile dike and enhanced enrockment conditions in accordance with EM 1110-2-1003, EM 1110-1-1005, and EM 1110-1-1000. Complete a quality check on the Pre- Construction and Post-Construction surveys including the Drawings and CAD data files. Conduct and submit the pre-construction surveys and deliver to the Contracting Officer's Representative (COR) for approval within five days of data collected and prior to initial placement of any materials.

b. Complete and submit post-construction survey of each pile dike when work is complete.

c. Division of the site for survey purposes is described below:

(1) Full coverage multibeam echosounder (MBE) to the shallow water limit of the vessel/MBE system extended a minimum of 250 feet in

all directions from the pile dike structure.

(2) Portions of the Pile dike structure that are above water should be collected using vessel mounted LiDAR.

d. Hydrographic survey data meets or exceeds 100 percent coverage when evaluated as a 0.5 foot x 0.5 foot grid of at least one valid sonar return per square foot. Internal gaps in data coverage will be accepted if smaller than 10 feet in at least one dimension and the gaps do not exceed five percent of the surveyed area.

e. Provide all geospatial data in the following coordinate systems: HORIZONTAL COORDINATE SYSTEM: North American Datum of 1983 (NAD83 2011), Washington South Zone State Plane Zone Coordinate System, US Survey Feet VERTICAL DATUM: North American Vertical Datum of 1988 (NAVD88) through Geoid 12B, expressed as elevations above datum in feet.

f. Positional accuracy standards, measurements, testing, and reporting must follow ASPRS 2014 Positional Accuracy Standards for Digital Geospatial Data meeting the following standards: HORIZONTAL ACCURACY CLASS: 5 cm RMSEx, 5 cm RMSEy, 7 cm RMSEr, and plus or minus 12 cm at 95 percent confidence VERTICAL ACCURACY CLASS: 5 cm RMSEz and plus or minus 10 cm at 95 percent confidence.

3.4 ENHANCED ENROCKMENT REPAIR AREAS

Perform pre-construction and post-construction surveys of the enhanced enrockments and offset pile dikes in accordance with the approved Survey Plan. For pre-construction and post-construction surveys, extend the surveys a minimum of 250 feet in all horizontal directions from the enhanced enrockment control line.

a. Submit the preconstruction survey report, and post construction survey report, and survey field notebooks for completed surveys.

b. Submit electronic survey data with locations and elevations.

3.5 CONTRACTOR SURVEY DATA

3.5.1 Survey Field Notebooks

In addition to FAR 52.236-17, LAYOUT OF WORK, State of Washington licensed professional land surveyors must perform Contractor surveys. Submit waterproof Survey Field Notebooks written in a legible, sequential manner. No erasures are to be made. Field notes must be reduced and checked with each page initialed by the reviewer. Initial reductions must be made in black pencil; corrections by reviewing personnel must be in red pencil. An electronic data collection device may be used, provided that the resulting field data is submitted on 8 1/2 by 11 inch paper. Written data collector information must contain the offset distance from the location line/preliminary line/base line, the elevation reading, the station, and a brief feature description. Label information submitted to indicate each facet of work and include all computations and coordinates. Each notebook submitted must bear the signature and seal of a registered land surveyor following the statement: "I certify that the data in this field notebook has been reviewed and checked and is true and correct."

3.5.2 Data Storage

In addition to field notes, submit electronic files (i.e., through an FTP site) in the American Standard for Information (ASCII) format. The files must contain coordinates, elevations, and station values relating to control points on the location line/preliminary line/base line and cross sections along the line. Data on the disk must conform to the following format:

a. An 80 column format with 15 columns devoted to Northing coordinates, Easting coordinates, elevations, and location line/preliminary line/base line station values. Reserve the remainder of the 80 columns for additional designations.

b. The Northing (Y) and Easting (X) coordinates and elevation values must be shown to three places to the right of the decimal and be right justified.

c. A point identification abbreviation must be entered in the field immediately right of the station value. Typical points and identifications are as follows: angle point (AP); back tangent (BK TAN); forward tangent (FWD TAN); angle split (A SPLT); point of curve (PC); point of tangent (PT); and other significant features such as top of rock, centerline of road, railroad bridge, edge of pavement, corner of building, etc.

3.5.3 Survey Report

a. Submit the Preconstruction Survey Report and the Post Construction Survey Report for all enhanced enrockment repair area surveys fully documenting equipment and procedures, control used, quality assurance procedures and data accuracy, as well as the survey monumentation that was set.

b. As part of each Survey Report, submit construction drawings and electronic survey data. Show the upstream side, downstream side and crest of the enhanced enrockments and pile dikes in plan view and in each cross section.

c. Orient cross-section drawings with respect to the pile dike center line facing down-station, clearly label each axis and include the cross-section stationing. Report surveyed elevations on the upstream side as a negative offset distance from the control line. Report surveyed elevations on the downstream side of the control line as a positive offset distance from the control line.

d. Determine the grade of the enhanced enrockment and scour apron crests by taking the average elevation of stones along the crest cross-section. Extend surveys to the lowest elevation of stone placement on each respective cross section.

e. Pre-construction survey drawings must show the enhanced enrockment center line (dashed black), existing pile dike center line (dashed brown), pre-construction surface (solid blue line), and repair template (solid green line). Post-construction drawings must show the same information as the pre-construction drawings with the addition of the completed repair grade for placed enrockment stone, scour apron, and marker piles.

f. Print survey drawings such that up to 10 cross-sections are legibly shown per page. All line elements/colors for each cross section must be easily discernable. The vertical and horizontal scales must be equal and grid lines must be included at each major increment. Transmit CAD data files to the COR electronically (i.e., FTP site). All drawings must be prepared in accordance with Section 01 78 39.10 25,AS-BUILT DRAWINGS.

-- End of Section --

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SECTION 31 62 16.16 99

STEEL PIPE PILES

PART 1 GENERAL

Furnish and install piles at the locations indicated on the drawings and specified herein. Work includes piles for Construction of the hazard marker.

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 INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC 360	(2016) Specification for Structural Steel Buildings

AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)

ANSI/ASNT CP-189	(2020) ASNT Standard for Qualification and Certification of Nondestructive Testing Personnel

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1/D1.1M	(2025) Structural Welding Code - Steel
AWS QC1	(2016) Specification for AWS Certification of Welding Inspectors

ASTM INTERNATIONAL (ASTM)

ASTM A109/A109M	(2025) Standard Specification for Steel, Strip, Carbon (0.25 Maximum Percent), Cold-Rolled
ASTM A123/A123M	(2024) Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A143/A143M	(2007; R 2020) Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement
ASTM A780/A780M	(2020) Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
ASTM A252	(2010) Standard Specification for Welded and Seamless Steel Pipe Piles

ASTM A307	(2023) Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength
ASTM A36/A36M	(2019) Standard Specification for Carbon Structural Steel
ASTM A500/A500M	(2023) Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A563	(2021; E 2022a) Standard Specification for Carbon and Alloy Steel Nuts
ASTM F844	(2019; R 2024) Standard Specification for Washers, Steel, Plain (Flat), Unhardened for General Use
ASTM F880	(2012; R 2017) Standard Specification for Stainless Steel Socket, Square Head, and Slotted Headless-Set Screws

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety -- Safety and Occupational Health (SOH) Requirements

1.2 SUBSURFACE DATA

a. The estimated mudline (or top of enrockment) elevations along the center alignment of each rock dike are shown in the Contract Drawings. The mudline elevations vary. Elevation datum is given on the Contract Drawings along with water elevations. Water depths vary and can be determined from the Contract Drawings. The water depth for pile installation changes continually with the tide and flood cycle. The direction of the current also changes based on tidal and flood cycles. The maximum water velocity anticipated during construction may be as high as 10 feet per second (fps) in the upstream and downstream directions under extreme high flow with low tide condition.

b. Existing enrockment may be in place at each of the rock dike locations. Estimated enrockment thicknesses are determined from the Contract Drawings and Government Furnished Information (GFI). Anticipate infilling by sand and silt within the void spaces for majority of the enrockment. The range of ultimate resistances measured and computed for pile driving through the enrockment in the GFI document, Dynamic Testing Reports, are considered as reference for the planned work items. (See Attachment A8)

c. The in-situ soils below the enrockments are a mix of silt, silty sand and sand. The subsurface at pile dikes may consist of boulders, cobbles, gravel, and sand. The ultimate resistance to pile driving through the in-situ soils will vary based on the pile driving equipment used and parameters during construction but the range of resistances measured and computed in the GFI document, Dynamic Testing Reports, are considered as reference for the planned work items. (See Attachment A8) Consult the GFI during selection of means and methods

of pile installation for bidding purposes.

d. The enrockment is comprised of a graded, angular quarry stone with individual rock weights between 100 lbs and 1000 lbs.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Weld Procedures Specification; G

Welding Procedures

Bubble Curtain; G

Weld Inspection Log

Impact Hammers

Vibratory Hammers

Geotechnical Consultant; G, DG

Installation Procedures; G, DG

Wave Equation Analysis; G, DG

SD-02 Shop Drawings

Pile Splices; G

Pile Placement; G

Pile Driving Shoe; G

Sign Mount Assembly; G

Welding Repair Plan; G

SD-03 Product Data

Pile driving equipment; G

Pile driving records; G

Delivery, Storage, and Handling; G

Bird Spikes; G

Backing Ring; G, DG

SD-06 Test Reports

Tests, Inspections, and Verifications

SD-07 Certificates

Welding Qualifications

Certified Welding Inspector

Sign Manufacturer Qualification

Nondestructive Testing Personnel

Galvanizing; G

SD-11 Closeout Submittals

Pile driving records

As-Driven Pile Survey

1.4 DELIVERY, STORAGE, AND HANDLING

Conform all delivery, storage, and handling of materials to the requirements specified herein. Develop and submit plans for the delivery, storage, and handling of piles.

1.4.1 Delivery and Storage

Stack piles during delivery and storage so that each pile is maintained in a straight position and is supported every 10 feet or less along its length (ends inclusive) to prevent exceeding the maximum camber or sweep. Do not stack piles more than 5 feet high.

1.4.2 Handling

a. Lift piles using a cradle or multiple points pick-up to ensure that the maximum permissible camber or sweep is not exceeded due to insufficient support, except that a one-point pick-up may be used for lifting piles that are not extremely long into the driving leads. Point pick-up devices must be of the type that will not damage the steel pile at each pick-up point. Holes may be burned in the steel of piles above the cutoff length for lifting piles into the leads. Do not drag piles across the ground.

b. Inspect piles for excessive camber and for damage before transporting them from the storage area to the driving area and immediately prior to placement in the driving leads. Camber is the distance between the base at the mid-length of the pile and the flat surface. The maximum permissible camber is 2 inches over the length of the pile. Piles having excessive camber will be rejected.

1.5 QUALITY ASSURANCE

1.5.1 Geotechnical Consultant

Submit qualifications of the Contractor's Geotechnical Consultant for approval. The Geotechnical Consultant must have a Professional Engineering (PE) license in the state of Oregon or Washington and Oregon and a minimum of 10 years of specialized experience related to pile installation. The

Geotechnical Consultant must have demonstrated experience in performing Wave Equation Analysis to determine driving criteria on at least three projects in the last five years. Submit the Geotechnical Consultant's resume that includes list of example projects that demonstrate this experience including the Geotechnical Consultant's role on each project.

1.5.2 Welding Qualifications

a. Prior to welding, submit certification for each welder stating the type of welding and positions qualified for, the code and procedure qualified under, date qualified, and the firm and individual certifying the qualification tests.

b. Conform to all requirements specified in AWS D1.1/D1.1M.

1.5.3 Sign Manufacturer Qualification

a. Prior to sign installation, submit sign manufacturer qualification.

b. Signs must be the standard product of a manufacturer regularly engaged in the manufacture of the products.

1.5.3.1 Installation Procedures

a. Submit information on the type of equipment proposed to be used, proposed methods of operation, pile driving plan including proposed sequence of driving, and details of all pile driving equipment and accessories. Submit descriptions of pile driving equipment, including hammers, power packs, driving helmets, hammer cushions, pile cushions, leads, extractors, and pre-boring equipment.

b. Provide details of pile driving equipment and a Wave Equation Analysis of pile drivability for selection of the hammer along with a statement of driving procedures. Provide instructions and procedures on how the Contractor will perform Inspection and Monitoring of piles during installation and the following information pertaining to the proposed pile driving equipment:

(1) Complete Pile and Driving Equipment Data Form, (which can be downloaded at: https://www.wbdg.org/FFC/NAVGRAPH/pile_driving_english.pdf) for each proposed pile hammer and pile type combination.

(2) Copies of computer input and output sheets and graphs showing soil resistance versus blow count as well as maximum tension and compression stresses versus blow count. Analysis must be run at the estimated tip elevation as well as other required elevations to define maximum stress levels in the pile during driving.

PART 2 PRODUCTS

2.1 BUBBLE CURTAIN

Composed of an air compressor, supply lines to deliver the air, distribution manifolds or headers, perforated aeration pipe, and a frame. Submit a workplan providing a bubble curtain(s) system design for acceptance by the CO. The bubble curtain system must provide a minimum of 32.91 cfm/foot of line for each specified layer of perforated aeration pipe rings. Provide a flow meter at the main line at each air compressor

to verify minimum airflow to the bubble curtain.

2.2 FABRICATION

Fabrication of steel must conform to the requirements of AISC 360 AND applicable ASTM standards.

2.2.1 Welding Procedures

a. Submit a weld procedures specification in accordance with AWS D1.1/D1.1M for all welds for approval before work is started.

b. Perform welding, welding inspection, and corrective welding in accordance with AWS D1.1/D1.1M. Use continuous welds on all exposed connections. Provide in accordance with the safety requirements of EM 385-1-1.

2.2.2 Pile Splices

a. Prepare a plan and submit proposed configuration of pile splices for approval before work is started.

b. It is permitted to splice piles to obtain the required length. Avoid field splices for lengths under 80 feet. Only one pile splice will be permitted per pile. The splice must be a full penetration butt weld, with a steel backing ring, as shown on Contract drawings. Backing ring must be ASTM A109/A109M or approved equivalent. Construct splices to maintain the true alignment and position of the pile sections.

2.2.3 Sign Mount Assembly

a. Prior to sign assembly and installation, submit proposed sign mount assembly for approval before work is started.

b. Fabricate sign mount as shown on Contract drawings.

c. Provide the structural system including galvanizing. Sign frame and pile caps to be hot-dip galvanized in accordance with ASTM A123/A123M, ASTM A143/A143M, and ASTM A780/A780M.

2.3 MATERIALS

2.3.1 Pipe Piles

Pipe piles must conform to ASTM A252, Grade 3 (Mod), minimum yield strength of 46 KSI. Provide pipe piles of the sections and lengths shown on Contract drawings.

2.3.2 Pile Driving Shoe

Submit proposed pile driving shoe and installation procedure for approval before work is started. Shoe must be compatible with the pipe pile and intended for pile driving and installed per manufacturers recommendation.

2.3.3 Backing Ring

Submit proposed backing ring and installation procedure for approval before work is started. Backing ring must be compatible with the pipe

pile intended for splicing piles as described in Paragraph PILE SPLICES.

2.3.4 Sign Mount Assembly

2.3.4.1 Sign

Sign type is 3NW regulatory as described in COMDTNOTE 16500 Aids to Navigation Manual, chapter 5 available at: https://media.defense.gov/2017/Jul/24/2001781901/-1/-1/0/ATON-MANUAL_CIM_16500_7A.PDF. Signs must be 36 inches by 36 inches. Fabricate the signs a minimum of 0.125-inch-thick aluminum.

2.3.4.1.1 Graphics

Signage graphics must conform to the following:

a. Background must be white dayboard film.

b. Trim must be orange retroreflective border around perimeter, 2 incheswide.

c. Letters must be black. Center the word "DANGER" on the daymark using 6 inch tall lettering. Center the word "DIKE" beneath the word 'DANGER,' using 3 inch tall lettering.

2.3.4.1.2 Carbon Steel Products

a. Pipe piles conform to ASTM A252 Gr. 3 (mod.).

b. Plates conform to ASTM A36/A36M or approved equivalent.

c. Bolts conform to ASTM A307 or approved equivalent.

d. Washers conform to ASTM F844 or approved equivalent.

e. Nuts conform to ASTM A563.

f. HSS conforms to ASTM A500/A500M Gr. B or Gr. C.

2.3.4.1.3 Stainless Steel Products

Screws conform to ASTM F880.

2.3.4.2 Bird Spikes

a. Submit proposed product and location of bird spikes for approval before work is started.

b. Procure stainless steel bird spikes. Attach to top of post, horizontal arms, and base plate, with stainless steel screws at a minimum spacing as recommended by manufacturer.

2.4 TESTS, INSPECTIONS, AND VERIFICATIONS

Perform material tests and analyses certified by an approved laboratory to demonstrate that materials are in conformity with the specifications. Submit certified test reports for materials with all materials delivered to the site.

2.4.1 Nondestructive Testing

When doubt exists as to the soundness of any material part, subject part to any form of nondestructive testing determined by the Contracting Officer (CO), including ultrasonic, magnaflux, dye penetrant, or any other test that will thoroughly investigate the part in question. The cost of such investigation will be borne by the Government if the part is found to be sound and by the Contractor if the part is found to be defective. Any defects will be cause for rejection; replace and retest rejected parts at the Contractor's expense.

2.4.2 Inspection of Structural Steel Welding (Pipe Piles)

This Section is applicable for all pipe pile splices.

2.4.2.1 Visual Examination

All visual inspection will be conducted in accordance with AWS D1.1/D1.1M, by a Certified Welding Inspector. Document this inspection in the Visual Weld Inspection Log. Submit certificates indicating that certified welding inspectors meet the requirements of AWS QC1.

2.4.2.2 Nondestructive Testing

Perform as designated or described in the Sections of these specifications, the nondestructive testing of shop and field welds covering the particular items of work. Record final nondestructive testing results in the Weld Inspection Log which identifies final NDT inspection of all welds requiring inspection and submit the log.

2.4.2.2.1 Testing Agency

The nondestructive testing of welds and the evaluation of tests as to the acceptability of the welds must be performed by a testing agency adequately equipped and competent to perform such services or by the Contractor using suitable equipment and qualified personnel. All personnel performing nondestructive testing must be certified Level I or II in the method of NDT being utilized in accordance with ANSI/ASNT CP-189. Level I inspectors must have direct supervision of a Level II inspector. Submit certification for nondestructive testing personnel prior to all testing. In either case, written approval of the examination procedures is required and performance of the examination tests must be done in the presence of the CO. The evaluation of tests is subject to the approval and all records become the property of the Government.

2.4.2.2.2 Examination Procedures

Conform to the following requirements.

2.4.2.2.2.1 Ultrasonic Testing

Examine, evaluate and report ultrasonic testing of welds in conformance to the requirements of AWS D1.1/D1.1M, Inspection Clause, for cyclically loaded connections. Provide ultrasonic equipment capable of making a permanent record of the test indications. Make a record of each weld tested.

2.4.2.2.3 Welds to be Subject to Nondestructive Testing

Test 50 percent of CJP welds using ultrasonic testing per Table 6.3 of AWS D1.1/D1.1M.

2.4.3 Inspection of Structural Steel Welding (Sign Mount)

This Section is applicable for all Sign Mount Assemblies.

2.4.3.1 Visual Examination

All visual inspection will be conducted in accordance with AWS D1.1/D1.1M, by a Certified Welding Inspector. Document this inspection in the Visual Weld Inspection Log. Submit certificates indicating that certified welding inspectors meet the requirements of AWS QC1.

2.4.4 Welding Repair Plan

Repair defective welds in accordance with AWS D1.1/D1.1M, Fabrication Clause. Remove defective weld metal to sound metal by use of air carbon-arc or oxygen gouging. Thoroughly clean surfaces before welding. Retest welds that have been repaired by the same methods used in the original inspection. Submit welding repair plans for steel, prior to making repairs.

PART 3 EXECUTION

3.1 PRELIMINARY WORK

3.1.1 Wave Equation Analysis of Pile Drivability

a. Prior to driving any pile, submit a pile Wave Equation Analysis, performed by Contractor's Geotechnical Consultant, for each size pile and distinct subsurface profile condition. These analyses must take into account the proposed hammer assembly, pile cap block and cushion characteristics, the pile properties and estimated lengths and the soil properties anticipated to be encountered throughout the installed pile length based on static capacity analysis with consideration of driving gain/loss factors. Only one specific model of pile hammer may be used for each pile type and capacity.

b. Demonstrate using the Wave Equation Analysis that the piles will not be damaged during driving, indicate that the driving stresses will be maintained within the limits below and indicate the blow count necessary to achieve the required ultimate static pile capacities.

c. All pile driving equipment provided by the Contractor will be subject to the approval of the Contractor's Geotechnical Consultant. Complete the pile and driving equipment data form, including hammer information, in full as part of the submittal of the results of the Wave Equation Analyses.

3.2 PILE DRIVING EQUIPMENT

Select the proposed pile driving equipment, including hammers and other required items. The use of vibratory hammers is preferred. Impact hammers may be used only if the substrate requires. Submit complete descriptions of pile driving equipment; including hammers, leads, driving helmets, cushion blocks, driving blocks, collars, extractors, and other

appurtenances for approval prior to commencement of work. Changes in the selected pile driving equipment will not be allowed after the equipment has been approved except as specified and directed. No additional Contract time will be allowed for Contractor proposed changes in the equipment.

3.2.1 Pile Driving Hammers

a. Provide impact and vibratory type pile driving hammers.

b. Apply vibratory pile driving methods unless practical refusal is demonstrated prior to reaching the minimum embedment depth indicated on the drawings. Impact hammers may only be used if designated embedment cannot be reached with a vibratory hammer.

3.2.1.1 Impact Hammers

Provide steam, air, or diesel-powered impact pile hammers of the single-acting, double-acting, or differential-acting type. The size or capacity of hammers must be as recommended by the hammer manufacturer for the total pile weight and the character of the soil formation to be penetrated. Hammers must be capable of hard driving in excess of 20 blows per inch. Provide boiler, compressor, or engine capacity sufficient to operate hammers continuously at the full rated speed. Hammers must have a gage to monitor hammer bounce chamber pressure for diesel hammers or pressure at the hammer for air and steam hammers. This gage must be operational during the driving of piles and be mounted in an accessible location for monitoring by the Contractor and the CO. Obtain driving energy by use of a heavy ram and a short stroke with low impact velocity, rather than a light ram and a long stroke with high impact velocity. Position a pile cap or drive cap between the pile and hammer. Place hammer cushion or cap block between ram and the pile cap or drive cap. Hammer cushion or cap block must have consistent elastic properties, minimize energy absorption, and transmit hammer energy uniformly and consistently during the entire driving period. In accordance with Paragraph SUBMITTALS, submit the following information for each impact hammer proposed:

a. Make and model.

b. Ram weight (pounds).

c. Anvil weight (pounds).

d. Rated stroke (inches).

e. Rated energy range (foot-pounds).

f. Rated speed (blows per minute).

g. Steam or air pressure, hammer, and boiler or compressor (psi).

h. Pile driving cap, make, and weight (pounds).

i. Cushion block dimensions and material type.

j. Power pack description.

3.2.1.2 Vibratory Hammers

The size or capacity of hammers must be as recommended by the hammer manufacturer for the size, total pile weight and the character of the soil formation to be penetrated. The hammer must provide for maintaining a rigid connection between the hammer and the pile. In accordance with Paragraph SUBMITTALS, submit the following information for each vibratory hammer proposed:

a. Make and model.

b. Eccentric moment (inch-pounds).

c. Dynamic force (tons).

d. Steady state frequency or frequency range (cycles per minute).

e. Vibrating weight (pounds).

f. Amplitude (inches).

g. Maximum pull capacity (tons).

h. Non-vibrating weight (pounds).

i. Power pack description.

3.2.2 Pile Driving Leads

Support and guide impact hammers with suspended leads, fixed extended leads or fixed underhung leads. Provide intermediate supports for the pile in the leads to reduce the unbraced length of the pile during impact driving.

3.3 BUBBLE CURTAIN

See Attachment A5 Incidental Harassment Authorization (IHA) Permit for Bubble Curtain requirements. Install following manufacturer's recommendations and prior to impact pile driving when operations are performed in water depths greater than two feet. Operate the bubble curtain for the duration of impact pile driving at all locations in water depths greater than two feet.

3.4 INSTALLATION

Inspect piles when delivered and when in the leads immediately before driving. Implement soft start procedures at the beginning of each day of in-water impact and vibratory pile driving, and at any time after pile driving has ceased for more than 30 minutes, in order to give warning to animals in close proximity to the work area. All pile installation must be performed in accordance with the Marine Mammal Protection Act (MMPA) Incidental Harassment Authorization (IHA) permit. Refer to the IHA for specific procedures. IHA must be maintained onsite at all times during pile driving operations. Refer to 01 57 19.00 25 TEMPORARY ENVIRONMENTAL CONTROLS for additional information. No rotary drilling is allowed. Cut piles at cutoff elevation by an approved method.

3.4.1 Pile Driving Records

a. Develop a form for compiling pile driving records, which must be approved.

b. Compile and submit accurate records of the pile driving operations on the approved form. Include in driving records the following information:

(1) Pile date driven

(2) Pile Identification Number

(3) Cross section and pile dimensions

(4) Location

(5) Deviations from design location

(6) Original length

(7) Ground Elevation

(8) Top Elevation

(9) Tip Elevation

(10) Description of hammer used

(11) Number of blows required for each foot of penetration throughout the entire length of the pile and for each inch of penetration in the last foot of penetration.

(12) Hammer stroke (stroke height) for each foot of penetration throughout the entire length of the pile and for each inch of penetration in the last foot of penetration.

(13) Total driving time in minutes and seconds

(14) As-built center location of the pile

(15) Any other pertinent information as required or requested such as unusual driving conditions, interruptions or delays during driving, damage to pile resulting from driving, redriving, obstructions, and depth and description of voids formed adjacent to the pile.

c. Additional data required to be recorded for impact hammers includes the rate of hammer operation, make, size, and the length of the bounce hose. Additional data required to be recorded for vibratory hammers includes hammer power pack description, make, size, horsepower applied to pile, and hammer operating frequency.

3.4.2 Pile Placement and Tolerances in Driving

a. Develop and submit a pile placement plan which shows the installation sequence and the methods proposed for controlling the location and alignment of piles. Submit the pile placement plan 30 days prior to mobilization to the site. Accurately place piles in the

correct location and alignments, both laterally and longitudinally, and to the vertical lines indicated. Establish a permanent base line to provide for inspection of pile placement by the CO during pile driving operations prior to driving job piles and maintain during the installation of the job piles.

b. The lateral placement tolerances or allowable deviations from the correct location at the cutoff elevation are shown on the drawings. Manipulation to move marker piles into position will be permitted only within a 5 foot tolerance, however, do not manipulate piles more than 1.5 percent of the exposed length above the mudline surface. A variation of not more than 0.25 inch per foot of pile length from the vertical will be permitted. A vertical deviation of not more than 6 inches from the correct Top of Pile Elevation will be permitted. Piles that are damaged, not located properly, exceeding the maximum limits for rotation, lateral and vertical deviation, or having an unacceptable variation in alignment must be pulled and redriven. Alternatively, they could be pulled with additional piles provided and installed properly, at a location directed and at no additional cost to the Government.

3.4.2.1 Survey Data

After the driving of each pile is complete, submit to the CO an as-driven pile survey showing actual location and top elevation of each pile. The coordinates for the final recorded location of each pile to be submitted in North American Datum of 1983 (NAD83 2011) Washington State Plane South, U.S. Survey Feet. Submit the as-built location of the hazard markers, taken from the center of each piling, as an XYZ text file and include a metadata file to document the source of the text file data. The deviation from the design location will be determined by calculating the distance between the final coordinates of the center of the pile and the design coordinates shown on the plan sheets. Ground elevation, final top of pile elevation, and final tip elevation to be provided in the project datum as shown on the drawings. Present a survey in such form that it gives deviation from plan location of the center of the pile in two perpendicular directions and elevations of each pile to nearest tenth (1/10) of a foot. Survey must be prepared and certified by a licensed land surveyor.

3.4.3 Acceptance

Acceptance of pile installations will be according to the tolerances described herein. Submit all pile logs and supporting documentation within 10 days of completing pile driving work for review and approval. Acceptance will be based on pile location, tolerances, plumbness, required embedment depth. If a pile(s) is found to be noncompliant with the Contract requirements the pile(s) must be removed and re-driven to meet all Contract requirements. Payment for an acceptance area will not be made until a section has been accepted.

3.4.4 Pile Driving

Operate hammers at all times at the speed and under the conditions recommended by the manufacturer. Prior to driving and with the pile head seated in the hammer, check each pile to ensure that it has been aligned correctly. Once pile driving has begun, keep conditions such as alignment constant. Drive each pile continuously and without interruption until the Minimum Depth of Penetration has been attained. Deviation from this

procedure will be permitted only when driving is stopped by causes that reasonably could not have been anticipated. A pile that cannot be driven to the required depth because of an obstruction, as indicated by a sudden unexplained change in blow count and drifting, must be pulled and redriven or cut off and abandoned, whichever is directed. After piles are driven to the Minimum Depth of Penetration, cutoff top of pile level at the indicated cutoff (Top of Pile) elevation.

3.4.4.1 Pulled Piles

Pull and replace piles damaged or impaired for use during driving with new piles, or cut off and abandon and drive new piles as directed without additional cost to the Government. The CO may require that any pile be pulled for inspection. Redrive piles pulled as directed and found to be in suitable condition at another location as directed. Replace piles pulled as directed and found to be damaged with new piles at the Contractor's expense.

3.4.4.2 Long Piles

Handle and drive piles of a high slenderness ratio carefully to prevent overstress. Provide pile driving rig with rigid supports so that leads remain accurately aligned.

3.4.5 Pile Penetration Criteria

The controlling depth of penetration for job piles will be determined by the CO. The required Minimum Depth of Penetration is established in the design tables included on the plan sheets.

3.4.6 Sign Mount

3.4.6.1 Mounting

a. Mount and install "Danger Dike" signs in the same season marker piles are installed.

b. Sign frame is designed to fit within the pipe pile.

c. Ensure that there is no less than 1/4 inch overhang, between the top signpost plate and edge of pipe pile.

d. Drill pipe pile with 5/8 inch diameter hole 2 inches from top edge and at approx. 90 degrees around circumference.

e. Ensure Sign Mount is level. Drill and tap inner pipe at four locations, which correspond with pipe pile holes, to accept 1/2 inch diameter bolts.

f. Secure the top in place with four 1/2-inch diameter by 4 inch long ASTM A307 bolts with washer.

g. Position the sign frame so that the signs are oriented perpendicular to the Federal Navigation Channel (FNC).

3.4.6.2 Protection and Cleaning

The work must be protected against damage during construction. Signs must be cleaned, as required, after installation.

3.4.7 Pile Caps

Cap all piles the same season they are installed.

-- End of Section --

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DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

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SECTION 35 31 19.00 99

STONE, CHANNEL, SHORELINE/COASTAL PROTECTION FOR STRUCTURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM C127	(2024) Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C131/C131M	(2020) Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C88	(2018) Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM D3740	(2019) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM D4791	(2019) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4992	(2014; E 2015) Evaluation of Rock to be Used for Erosion Control
ASTM D5312/D5312M	(2012; R 2013) Evaluation of Durability of Rock for Erosion Control Under Freezing and Thawing Conditions
ASTM D5313/D5313M	(2012; R 2013) Evaluation of Durability of Rock for Erosion Control Under Wetting and Drying Conditions
ASTM D5519	(2015) Particle Size Analysis of Natural and Man-Made Riprap Materials

OREGON DEPARTMENT OF TRANSPORTATION (ODOT)

OSSC	Oregon Standard Specifications for Construction Vol. 2

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 144	(1992) Standard Test Method for Resistance of Rock to Freezing and Thawing

1.2 DEFINITIONS

1.2.1 Dike

The term "dike" applies to the types of stabilization structures that are constructed along the river at an angle to the current-typically perpendicular to the shoreline. Dikes are constructed of stone or piling.

1.2.2 Enhanced Enrockment

Enhanced enrockment(s) are constructed entirely of stone placed in proximity of the centerline of the original pile dike enrockments. Enhanced enrockment extents are as shown on the Contract drawings.

1.2.3 Scour Apron

Scour Apron is the rock apron along the base/toe of the new enrockment connecting Pile Dikes 23.71 and 23.81 at the base of the new steel marker piles and at the shoreside (north) end of pile dike 24.63. Scour apron extents are as shown on the Contract drawings.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-03 Product Data

Bulk Specific Gravity (SSD) Of Stone

SD-04 Samples

Stone; G

SD-06 Test Reports

Gradation Test; G

Evaluation Testing of Stone; G

SD-07 Certificates

Laboratory; G

1.4 QUALITY ASSURANCE

1.4.1 Stone

Submit suitable stone test results prior to delivery of any such material to the worksite.

1.4.1.1 General

All stone must be durable material as approved by the Contracting Officer (CO). Show that an adequate quantity of material is available and provide quality test data. Stone must be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. Stone must be free from cracks, blast fractures, bedding, seams and other defects that would tend to increase its deterioration from natural causes. The stone must be clean and free from all foreign matter.

1.4.1.2 Sources

Provide stone from a source designated by the Contractor and accepted by the CO, subject to the conditions herein stated. The Government will conduct a quarry investigation and evaluate the quality test data provided by the Contractor to determine whether acceptable stone can be produced from the proposed source. Satisfactory service records on other work may be acceptable. For stone to be acceptable on the basis of service records, stone of a similar size must have been placed in a similar thickness and exposed to weathering under similar conditions as are anticipated for this Contract, and must have satisfactorily withstood such weathering for a minimum of five years. If no such records are available, the Government will require tests to assure the acceptability of the stone. In addition to an acceptable five year service record, the CO has the option to elect to have representative samples taken and tested.

a. Selection of Source. Propose to furnish stone from one source or combination of sources and designate that source in writing to be approved by the CO. It is the Contractor's responsibility to determine that the stone source or combination of sources selected is capable of providing the quality, quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work. Provide samples for acceptance testing in accordance with Paragraph EVALUATION TESTING below.

b. Acceptance of Materials. Acceptance of a source of stone is not to be construed as acceptance of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the CO. The CO also reserves the right to reject individual units of produced specified materials in stockpiles at the quarry, all transfer points, and at the project construction site when such materials are determined to be unsuitable. During the course of the work, the stone may be tested by the Government, if the CO determines that testing is necessary. If such tests are determined necessary, the testing will be done in the Government's testing laboratory or commercial laboratory selected by the Government. The cost of testing will be at the Government's expense. During the Contract period, both prior to and after materials are delivered to the job site, visual inspections and measurements of the stone materials may be performed by the CO. If the CO, during the inspections, finds that the stone quality, gradation or weights of stone being furnished are not as specified or are questionable, re-sampling and re-testing is required. The sampling of the delivered stone for testing and the manner in which the testing is to be performed must be as directed by the CO at the Contractor's expense. When test results indicate that materials meet specified requirements, an equitable adjustment in the Contract price will be made for the sampling and testing. Remove and dispose of any material rejected as

specified and at the Contractor's expense.

1.5 CONSTRUCTION TOLERANCES

a. One stone (riprap) size and gradation are to be used for the enhanced enrockment stone and scour apron stone. The finished surface and stone layer thickness must not deviate from the lines and grades shown by more than the tolerances listed in Table 1 below. Tolerances are measured perpendicular to the indicated neatlines. Extreme limits of the tolerances given must not be continuous in any direction for more than five times the nominal stone dimension nor for an area greater than 200 square feet of the structure surface.

Table 1 - NEATLINE TOLERANCES

MATERIAL	ABOVE NEATLINE (inches)	BELOW NEATLINE (inches)
RIPRAP	18	6

b. The intention is that the work must be built generally to the required elevations, slopes and grades and that the outer surfaces be even and present a neat appearance. Rework placed material not meeting these minimum limits as directed by the CO. The CO will determine if excess stone placed or settled outside/beyond the lines and grades shown on the drawings and the above tolerances needs to be removed. Payment will not be made for rework or removal or for material outside/beyond the required elevations, slopes and grades that the CO determines may remain and the Contract chooses not to remove.

1.6 WORKING ENVIRONMENT

1.6.1 Site Related Weather and Tidal Conditions

a. Perform work with the understanding of hazards likely to arise from the weather conditions during the construction period. The following websites provide weather forecasts, records and reports and data concerning historic and oncoming storms and tides at the worksite:

https://tidesandcurrents.noaa.gov/ofs/creofs/creofs_lower.html

https://www.nwrfc.noaa.gov/rfc/

https://tidesandcurrents.noaa.gov/stationhome.html?id=9439040

https://tidesandcurrents.noaa.gov/stationhome.html?id=9440569

https://nowcoast.noaa.gov/

https://forecast.weather.gov/MapClick.php?lat=46.267&lon=-123.665

b. The project reach is influenced by tides; tidally-induced flow reversal occurs throughout the year at the project site. River currents at the site can vary seasonally.

c. The in-water work period at the project site is from November 1 to the following February 28 of any year. All material placement below OHW and pile driving must be performed during the In Water Work Window

(IWWW).

1.6.2 Managing Work to Match Weather and River Conditions

a. Implement prudent measures to reduce risks of damage to in-progress work elements, associated with periods of high river flows, winds, or storms. Protect vulnerable work elements during active construction periods and during non-construction periods. Do not progress beyond a vulnerable in-progress work component without being able to secure that component before exposure to a damaging event (high river flows, storm condition, etc.).

b. Maximize opportunities to perform work on vulnerable work elements when favorable conditions are available. Include work tides and storm conditions into the schedule and work plan. Repair damage to any in-progress work.

PART 2 PRODUCTS

2.1 STONE

2.1.1 General

a. Acceptable stone used in the Contract work items must be composed of strong, hard, durable materials that cannot slake or deteriorate on exposure to the action of water or atmosphere; does not contain cracks, joints, faults, vugs, seams or bands of minerals or deleterious materials which would result in breakage or reduction of specified stone weights or dimensions after placement. Acceptable stones must also be free of expansive or other materials which would cause accelerated deterioration by exposure to project climatic conditions.

b. Stone must have sufficiently uniform physical properties throughout so that all portions of the stone meet the specified test requirements. Subject weak or inferior-appearing portions of any non-uniform type stone to all testing necessary to determine that the stone is not susceptible to splitting or differential weathering. Stone, containing an inferior rock material portion that does not meet the specified test requirements, will be rejected as unsatisfactory. Igneous flow, volcanic breccias and sedimentary rocks have not performed well and are considered unsuitable for use.

c. The stone must be clean and free of organic material (invasive species), sharp-edged, and the longest dimension of any stone must not exceed three times its shortest dimension. It is intended for stones to be blocky in overall shape. Due to the nature of the repairs, avoid producing stones which are dominant in a single dimension (i.e., slabby or tabular).

2.1.1.1 Evaluation Testing of Stone

Conduct the evaluation tests listed below, performed on stone samples collected from the proposed source. The quarry investigation must be performed by a registered geologist or registered engineer. The tests to which the stone must be subjected include unit weight, abrasion, Magnesium Sulfate Soundness, absorption (ASTM C127), resistance of stone to freezing and thawing (COE CRD-C 144), and resistance to wetting and drying (ASTM D5313/D5313M). The laboratory to perform the required testing must

be validated based on relevant paragraphs of ASTM D3740. Inspect and validate the laboratory before any work requiring testing has begun. A copy of the documents, provided by the Materials Testing Center (MTC) at CEWES or other governmental agency, that validates that the laboratory can perform the required tests. The individual tests must be listed for which the validation covers along with the date of the inspection. The first inspection of the facilities will be at the expense of the Government and any subsequent inspections required because of failure of the first inspection is at the expense of the Contractor.

a. Unit Weight and Absorption. Provide satisfactory test results and service records from within the previous five years of Contract award date. If such records are not available, determine the unit weight (weight per cubic foot) by multiplying the bulk-saturated-surface-dry (BSSD) specific gravity by 62.4 pounds per cubic foot. Specific gravity and absorption must be determined in accordance with ASTM C127 (Modified) as follows:

(1) The test sample must consist of about five kg of generally cubical pieces of stone passing the 2 inch and retained on the 1 1/2 inch standard square mesh sieve sizes.

(2) The test pieces must be laboratory prepared by jaw crushing or chipping.

(3) Ensure the stone has an absorption less than three percent. Perform tests for unit weight and absorption in accordance with ASTM C127.

b. Abrasion. Provide satisfactory test results and service records within the last five years; if not available, determine the abrasion loss in accordance with ASTM C131/C131M (Modified) as follows:

(1) The test sample must consist of the same size and gradation.

(2) The abrasive charge used must comply with that used for Grading "A".

(3) the test sample must be subjected to 500 revolutions.

c. Magnesium Sulfate Soundness. Provide satisfactory test results and service records within the last five years; if not available, the test sample must consist of 5± kg of rock pieces passing the 2 inch and retained on the 1 1/2 inch sieve, prepared as specified. The test is based upon ASTM C88 (Modified). Conduct the test through five cycles, which requires two to three weeks to complete. Acceptable results are not more than 15.0 percent loss by weight.

d. Resistance to Freezing and Thawing. Provide satisfactory test results and service records within the last five years; if not available, determine the durability of stone when subjected to freezing and thawing in accordance with COE CRD-C 144. Acceptable stone has no more than 10 percent loss after the number of cycles specified in ASTM D5312/D5312M, Figure 1. When determining the durability of stone, subject it to freezing and thawing in accordance with COE CRD-C 144, except that the surface area of one side of the sample must be between 144 and 2304 square inches.

e. Resistance of Rock to Wetting and Drying. Provide satisfactory

test results and service records within the last five years; if not available, determine the durability of the stone when subjected to wetting and drying in accordance with ASTM D5313/D5313M. Stone must have a maximum loss of one percent when determining the durability of stone when subject to wetting and drying in accordance with ASTM D5313/D5313M, except the surface area of one side of the sample must be between 144 and 2304 square inches.

f. Samples. Samples of stone from a source not listed at the end of this Section must be taken by a representative of the Quarry under the supervision of the CO for testing and acceptance prior to delivery of any stone from this source to the site of the work. Information provided with the samples must include the location within the quarry from which the sample was taken along with a field examination of the quarry. The field examination must include the information outline in ASTM D4992, paragraph 7. Samples must consist of at least three pieces of stone, roughly cubical in shape and weighing not less than 150 poundseach, from each unit to be used in the production of the required stone. If the source is an undeveloped quarry, or if the operation has been dormant for more than one year such that fresh samples are not available, expose fresh rock for 20 feet horizontally and for the full height of the face proposed for production, prior to the field evaluation. The CO may also require documentation of subsurface exploration of an undeveloped quarry in order to determine whether or not sufficient reserves are available. Ship samples at the Contractor's expense to a laboratory validated by the Government to perform the required tests.

2.1.1.2 Gradation Test

a. Perform a gradation test or tests on the stone at the quarry. Take the sample in the presence of the CO. Notify the CO not less than three days in advance of each test. Perform gradation test in accordance with either Method "A" or Method "B" from ASTM D5519. Perform at least one gradation test per 5,000 tons of each size of stone material placed, but not less than one test must be performed.

b. Collect the sample in a random manner which accurately reflects the actual gradation arriving at the jobsite. Reject quarry or quarry process if failure of the test on the initial sample and on an additional sample occurs. Set aside and do not incorporate into the work all stone represented by the failed tests. Any additional tests required because of the failure of an initial test sample will not be considered as one of the other required tests. If collected by the truckload, each truckload must represent the gradation requirements. Certification and test results must represent the stone shipped from the quarry. Certification and tests results must be received by the CO at the jobsite before the stone is used in the work.

c. The CO may direct additional testing of the stone at the project site if the stone, appears, by visual inspection, to be out of gradation. Perform additional tests on in-place materials at the locations directed, or on random loads selected by the CO. In-place test areas must be not less than 12 by 12 feet and include the full thickness of the placed stone layer, without disturbing or including the underlying material and must meet the minimum sample size specified above. Refill and rework each pit excavated for an in-place test sample to provide a surface void of signs of disturbance. If the gradation test fails, additional gradation tests will be required at

the Contractor's expense to delineate the limits of unacceptable stone. The additional gradation tests must not count as part of the minimum number of gradation tests required. The unacceptable stone must either be reworked to bring the stone within the specified gradation or the stone must be removed from the project site as determined by the CO. The CO may direct this testing under FAR 52.246-12 Inspection of Construction. Provide all necessary screens, scales and other equipment, and operating personnel, to grade the sample.

2.1.1.3 Proportional Dimension Limitations

The maximum aspect ratio (greatest dimension: least dimension) of any piece of stone for size ranges must be not greater than 3:1 when measured across mutually perpendicular axis. Use ASTM D4791 as a guide to perform the test.

2.1.1.4 Off-site Stone Stockpile

a. No on-site stockpiling is permitted. Follow all applicable laws and regulations that apply in the area where stockpiles are established. Notify the CO of the off-site stockpile location. The Contractor's stockpile must be a maximum of 12 feet high and formed by a series of layers of truckload dumps, where the rock essentially remains where it is placed. Start subsequent layers 10 feet from the edge of the previous layer so that the rock does not roll down the edges of the previous layers. The first layer must be a maximum of 6 feet high. After being stockpiled, do not put into the work any stone that has become contaminated with soil, organic material, or refuse unless the contaminating material has been removed from the stone prior to placement.

b. In areas where stone is stockpiled for placement, remove excess or residual rock prior to completion of work. Remove all rock and spalls greater than three inches in diameter. Where rocks may have become buried due to soft ground or operation of the equipment, dispose of rock as directed. After the excess or residual rock has been removed, grade, dress, and fill the storage area to return the ground surface as near as practical to the condition that existed prior to construction.

2.1.2 Stone Gradation

Use only quarried stone of the quality specified in Paragraph EVALUATION TESTING OF STONE. Use the same stone, RIPRAP, for the enhanced enrockment and scour apron. Use OSSC to ensure RIPRAP conforms to Oregon Department of Transportation (ODOT) Class 1500 RIPRAP or to Table 2 below.

Table 2 - RIPRAP, Min. Unit Weight 165 pcf	
Percent by Weight (SSD)	LIMITS OF STONE WEIGHT, LB.
20	1000 - 1500
30	500 - 1000

Table 2 - RIPRAP, Min. Unit Weight 165 pcf	
Percent by Weight (SSD)	LIMITS OF STONE WEIGHT, LB.
40	100 - 500
10	10 - 100

PART 3 EXECUTION

3.1 TESTS AND INSPECTIONS

3.1.1 Pre-Production

3.1.1.1 Bulk Specific Gravity

Submit at least 120 calendar days in advance of shipment of stone to the work site, a copy of bulk specific gravity test results for each gradation range of stone proposed to be furnished. The information must be furnished prior to preparation of pre-production demonstration stockpiles. Quantity determinations are contingent upon the range of bulk specific gravity (saturated surface dry (SSD) basis) of stone to be supplied. Therefore, during the process of selecting a source or sources of stone for the project, make an investigation to determine the lowest and highest bulk specific gravity (SSD) of stone available at the source or sources proposed to be utilized for each gradation range of stone. Perform tests at a Government approved testing laboratory. Submit the testing results in accordance with Paragraph SUBMITTALS. Test results which display an extraordinarily wide range of values may necessitate additional testing to determine whether the source contains strata with stones of an acceptable range of bulk specific gravity.

3.1.1.2 Material Quality

Before selecting a source for preparation of a demonstration stockpile, be reasonably certain that the source is capable of meeting the quality and source requirements specified in Paragraphs SOURCES and EVALUATION TESTING OF STONE, including their respective subparagraphs.

3.1.1.3 Borderline Material Quality

If the COR's evaluation of a demonstration stockpile results in not being able to determine by visual examination whether the material is acceptable or unacceptable, the COR will select at least one but not more than three representative stones from the demonstration stockpile to be prepared for shipment to the Government's laboratory for testing in accordance with Paragraph EVALUATION TESTING OF STONE. For specified stone sizes of less than 1,500 pounds but more than 500 pounds, individual samples must be the size of the largest stone specified for the size range. Samples of stone groupings with a maximum size less than 500 pounds must contain at least two stones representative of the higher limit of the stone weights specified. In addition, the sample must be representative of the gradation specified and the minimum weight of the total sample must be not less than 500 pounds. Repeat the sampling and testing procedures for each startum being quarried. Ship the samples to the laboratory as specified in Paragraph EVALUATION TESTING OF STONE. If the laboratory testing reveals the materials are unacceptable, submit a replacement source for approval and proceed with the demonstration stockpile procedures anew.

3.1.2 Reporting

Reporting must be in accordance with Paragraph GRADATION TEST.

3.2 STONE PLACEMENT

Place RIPRAP to the grades and neatlines shown on the drawings. Place enrockment stone in lifts of 6 feet except for between stations 7+25 and 11+25 at Pile Dike 23.71 and 23.81 where it is allowable to place lifts up to 10 feet. Place stone in such a manner as to ensure a homogeneous mass. Construct enrockment repairs by placing stone in uniform lifts with a maximum thickness of 6 feet except for between stations 7+25 and 11+25 at Pile Dike 23.71 and 23.81 where it is allowable to place uniform lifts with a maximum thickness of 10 feet until the stone elevation matches the lines and grades shown on the drawings. Do not use methods of placing stone that tend to segregate the particle sizes within the layer or disturb the underlying substrate. Mass in-water stone placement by "dumping" is not permitted. Materials that do not meet the specified requirements for size, quality, or distribution of sizes must be removed and replaced with suitable materials at no additional cost to the Government. Compaction of material placed is not required, but the layer must be finished to present an adequately even surface.

3.2.1 Debris

Any logs, driftwood, or other debris encountered (submerged or fouled) that would interfere with stone placement must be disposed of and not be incorporated into the dike cross section. Collect and dispose of any debris material at an approved disposal facility. See Section 02 41 00.00 99, DEMOLITION. Coordinate waste management procedures in accordance with Section 01 57 19.00 25, TEMPORARY ENVIRONMENTAL CONTROLS.

3.2.2 Equipment

Equipment must be capable of placing stone without dropping the stone in such a manner so as to displace the underlying material or the freshly installed piles. Stone placing equipment must have adequate safe capacity to construct the dike template to the specifications outlined above. The selected equipment must be capable of placing the stone near its final position before release.

3.2.3 River Conditions and Currents

River currents near and around the pile dikes are vigorous and must be considered in execution of rock placement.

3.2.4 Construction Sequence

3.2.4.1 Construction Sequence for award of the mandatory Contract Line Item Number (CLIN) 0001, 0002, and 0003.

Complete the construction of the enhanced enrockment for Pile Dike 24.63. No work on dike 23.81, the connector, or dike 23.71 will be performed.

3.2.4.2 Construction Sequence for award of the mandatory and optional CLIN 0001, 0002, 0003, and 0004.

Complete the construction of the enhanced enrockment for Pile Dike 24.63 prior to the enhanced enrockment at Pile Dike 23.81. After completing

work on Pile Dike 24.63, Pile Dike 23.81 must be constructed by placing uniform lifts of stone starting from the west end of 23.81 and working towards the east end of 23.81. No work on the connector or dike 23.71 will be performed. However, the west end of 23.81 will need to be graded at a 2 to 1 slope per the plans.

3.2.4.3 Construction Sequence for award of the mandatory and optional CLIN 0001, 0002, 0003, 0004, and 0005.

Complete the construction of the enhanced enrockment for Pile Dike 24.63 prior to commencing work Pile Dike 23.71, Pile Dike 23.81, and the connection between Pile Dikes 23.71 and 23.81. After completing work on Pile Dike 24.63, begin construction on the connection between Pile Dikes 23.71 and 23.81 by placing stone in uniform lifts (maximum thickness of 10 feet) until the stone elevation of the connector enrockment matches the existing grades at Pile Dikes 23.71 and 23.81. This is the interim grade condition for the connector enrockment. The enrockment scour apron must be placed as part of the first lift of stone placed along the connector enrockment. After establishing interim grade for the connector enrockment, commence work on Pile Dike 23.71, Pile Dike 23.81, and the remainder of the connection between 23.71 and 23.81 (final phase of enrockment work). The final phase of the enrockment work must be completed by placing uniform lifts of stone starting from the south end of 23.71 and working towards the east end of 23.81.

-- End of Section --

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CONTRACT NO.

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ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 10 10.00 25	SD-01 Preconstruction Submittals															
			Contractor's Planned Equipment	1.12.1	G													
			Methods															
			Access Agreements and Work	1.9	G													
			Areas															
			Plant And Equipment List	1.12.2	G													
		01 12 00.00 25	SD-01 Preconstruction Submittals															
			PRE-SCREEN CANDIDATES	1.3														
			USING E-VERIFY PROGRAM															
			(ATOPSEC 14)															
			Non-Us Citizens	1.4														
		01 32 01.00 25	SD-01 Preconstruction Submittals															
			Initial Schedule	1.7.1	GECCC													
		01 33 00	SD-01 Preconstruction Submittals															
			Submittal Register	1.5	G													
			SD-07 Certificates															
			Authorized Shop Drawing	1.10.2														
			Approvers															
		01 35 26.00 25	SD-01 Preconstruction Submittals															
			Accident Prevention Plan (APP)	1.9	G													
			Crane Operators	1.8.4	G													
			Scaffolding	3.2.5	G													
			Site-Specific Energy Control Plan	1.9.3.1	G													
			(SSECP)															
			Hearing Conservation Program	1.9.3.3	G													
			(HCP)															

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		01 35 26.00 25	Respiratory Protection Program	1.9.3.4														
			(RPP)															
			Regulatory Citations, Violations,	1.7														
			And Corrective Action															
			Site Safety And Health Officer	1.2.1														
			(SSHO)															
			SD-06 Test Reports															
			Accident Reports	1.13.2	G													
			LHE Inspection Reports	1.13.3														
			Monthly Exposure Reports	1.6	G													
			SD-07 Certificates															
			Activity Hazard Analysis (AHA)	1.10	G													
			Certificate of Compliance	1.13.4	G													
			Hot Work Permit	1.14														
			Critical Lift Plan	3.2.4	G													
			Third Party Certification Of	1.13.5	G													
			Barge-Mounted Mobile Cranes															
			And Mobile Equipment															
		01 45 00.00 25	SD-01 Preconstruction Submittals															
			Contractor Quality Control Plan	3.2	G													
			Construction Quality	3.4.4														
			Management for Contractors															
		01 57 19.00 25	SD-01 Preconstruction Submittals															
			Environmental Protection Plan	1.8	G													
			SD-06 Test Reports															

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(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 57 19.00 25	Turbidity Monitoring Report	1.6.3														
			Forms															
			SD-11 Closeout Submittals															
			Environmental Records Binder	1.9	G													
		01 74 19.00 25	SD-01 Preconstruction Submittals															
			Construction Waste Management	1.6	G													
			Plan															
			SD-06 Test Reports															
			Quarterly Reports	1.8.2														
			Annual Report	1.8.3														
			SD-11 Closeout Submittals															
			Final Construction Waste	1.9	G													
			Diversion Report															
		01 78 39.10 25	SD-01 Preconstruction Submittals															
			As-Built Drawings Execution Plan	1.4	G													
			Working As-Built Redline	1.5														
			Drawings															
			SD-11 Closeout Submittals															
			Final Working As-Built Redline	1.7	G													
			Drawings															
			Final Contractor-prepared CAD	1.8	G													
			Drawings															
			Digital Images	1.6	G													
		02 41 00.00 99	SD-01 Preconstruction Submittals															
			Demolition Plan	1.2.1	G													
			Existing Conditions	1.6														

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		02 41 00.00 99	SD-11 Closeout Submittals															
			Pulled Piles Report	3.1	G													
			Receipts	3.2.2														
		31 00 02.00 99	SD-01 Preconstruction Submittals															
			Survey Plan	1.8	G													
			Preconstruction Survey Report	3.4	G													
			Preconstruction Survey Report	3.5.3	G													
			SD-02 Shop Drawings															
			Survey Field Notebooks	3.4														
			SD-06 Test Reports															
			Post-Construction Survey	3.3	G													
			SD-11 Closeout Submittals															
			Post Construction Survey Report	3.4	G													
			Post Construction Survey Report	3.5.3	G													
			Survey Field Notebooks	3.4														
			Electronic Survey Data	3.4														
			Electronic Survey Data	3.5.3														
		31 62 16.16 99	SD-01 Preconstruction Submittals															
			Weld Procedures Specification	2.2.1	G													
			Welding Procedures	2.2.1														
			Bubble Curtain	2.1	G													
			Weld Inspection Log	2.4.2.1														
			Weld Inspection Log	2.4.2.2														
			Weld Inspection Log	2.4.3.1														
			Impact Hammers	3.2.1.1														
			Vibratory Hammers	3.2.1.2														

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		31 62 16.16 99	Geotechnical Consultant	1.5.1	G	DG												
			Installation Procedures	1.5.3.1	G	DG												
			Wave Equation Analysis	3.1.1	G	DG												
			SD-02 Shop Drawings															
			Pile Splices	2.2.2	G													
			Pile Splices	2.2.2	G													
			Pile Placement	3.4.2	G													
			Pile Driving Shoe	2.3.2	G													
			Pile Driving Shoe	2.3.2	G													
			Sign Mount Assembly	2.2.3	G													
			Sign Mount Assembly	2.2.3	G													
			Welding Repair Plan	2.4.4	G													
			SD-03 Product Data															
			Pile driving equipment	3.2	G													
			Pile driving records	3.4.1	G													
			Delivery, Storage, and Handling	1.4	G													
			Bird Spikes	2.3.4.2	G													
			Bird Spikes	2.3.4.2	G													
			Backing Ring	2.3.3	G	DG												
			SD-06 Test Reports															
			Tests, Inspections, and	2.4														
			Verifications															
			SD-07 Certificates															
			Welding Qualifications	1.5.2														
			Certified Welding Inspector	2.4.2.1														
			Certified Welding Inspector	2.4.3.1														

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		31 62 16.16 99	Sign Manufacturer Qualification	1.5.3														
			Sign Manufacturer Qualification	1.5.3														
			Nondestructive Testing Personnel	2.4.2.2.1														
			Galvanizing	2.2.3	G													
			SD-11 Closeout Submittals															
			Pile driving records	3.4.1														
			As-Driven Pile Survey	3.4.2.1														
		35 31 19.00 99	SD-03 Product Data															
			Bulk Specific Gravity (SSD) Of	3.1.1.1														
			Stone															
			SD-04 Samples															
			Stone	1.4.1	G													
			SD-06 Test Reports															
			Gradation Test	2.1.1.2	G													
			Evaluation Testing of Stone	2.1.1.1	G													
			SD-07 Certificates															
			Laboratory	2.1.1.1	G													

USACE Lower Columbia River Navigation Program
Post Review Discovery Plan

September 2025

Katherine H Pollock
District Archaeologist
US Army Corps of Engineers
Portland District

This Post Review Discovery Plan has been prepared pursuant to 36 CFR § 800.13 and provides guidance on how to manage a discovery of historic properties if they are encountered during a Nav Program undertaking. However, USACE may encounter resources that may be protected by other cultural resource laws, regulations, or policies. This appendix will describe basic procedures that are necessary to initially protect all cultural resources.

It is the policy of USACE to work effectively with Native American Tribes, landowners, resource agencies, historic preservation organizations, stakeholders, applicants, and the public to comply with the National Historic Preservation Act (NHPA), Native American Graves Protection and Repatriation Act (NAGPRA), and other applicable laws and regulations, Executive Orders, memoranda, and policies. Violators may be subject to civil and criminal penalties. Respectful and meaningful coordination and consultations between the USACE, Native American Tribes, Oregon SHPO and/or DAHP are conducted in furtherance of USACE's navigation and historic preservation responsibilities.

Post Review Discovery of Historic Properties

If a contractor, subcontractor, landowner, USACE staff, archaeological monitor, or anyone else involved in project implementation sees evidence of an identifiable or suspected historic property, they are to follow the below process.

1. Stop ALL work in the vicinity of the discovery.
2. Secure and protect area of discovery with 30-meter/100-foot buffer—work may continue outside of this buffer.
3. Notify USACE Cultural Resource Specialist, USACE Project Manager, and USACE Contracting Officer, as applicable.
    - Provide the following information: project name, location, and what was discovered.
4. USACE Cultural Resource Specialist will access the post-review discovery to determine if it is a historic property[1], per 36 CFR §800.4.
    - If the discovery is determined to not be a historic property by the USACE Cultural Resource Specialist, and subject to compliance with other applicable laws or regulations[2], project implementation may continue.
5. USACE will comply with 36 CFR § 800.13, or other laws as applicable[3].

[1] If a cultural resource is discovered post-review, it will be treated as potentially eligible for listing on the National Register of Historic Places (NRHP) until an evaluation proves otherwise, per 36 CFR §800.13(c).

[2] For cultural resources on non-Federal land see ORS Chapter 358 or RCW Title 27 may apply. The "Advisory Council on Historic Preservation Policy Statement on Burial Sites, Human Remains, and Funerary Objects, March 1, 2023" and "Policy Statement Regarding Burial Sites, Human Remains, and Funerary Objects: Explanations and Discussion" will inform USACE's response to the discovery of human remains. Discovery of Native American human remains and associated funerary objects on Federal or tribal lands will follow the process identified in the Native American Graves Protection and Repatriation Act (25 USC Chapter 32). In cases where human remains are not historic properties, USACE will follow 36 CFR Part 800. In cases where human remains are discovered on non-Federal lands, USACE will support the processes identified in relevant state laws (e.g., Revised Code Washington (RCW) §§ 27.44.055 and 68.60.055; Oregon Revised Statutes (ORS) Chapter 97).

[3] See note 2 for other laws that may be applicable.

The person(s) may be in violation of state and federal cultural resource protection laws if they fail to stop work immediately. They must wait until the USACE Cultural Resources Specialist and other USACE staff can comply with applicable federal and state requirements before resuming work. Violators may be subject to civil or criminal penalties.

When to Resume Project Implementation

The contractor, subcontractor, landowner, USACE staff, archaeological monitor, or anyone else involved in project implementation may resume work only after the USACE Cultural Resource Specialist has confirmed compliance with all applicable laws and in accordance with USACE Lower Columbia River Navigation Program Programmatic Agreement Stipulation V. Streamline Review Process for Undertaking, and USACE personnel has notified those implementing the project that compliance is done.

Treatment of Human Remains

DO NOT PHOTOGRAPH OR FILM HUMAN REMAINS
DO NOT SPEAK TO THE MEDIA

If the contractor, subcontractor, landowner, USACE staff, archaeological monitor, or anyone else involved in project implementation discovers human burials and/or human remains, the person(s) will treat the remains with sensitivity and respect. Human remains may include complete or fragmented bones.

The Post Review Discovery of Historic Properties described above will be followed.

All work within 100-feet/30-meters of the human remains shall stop and the USACE Cultural Resource Specialist shall be contacted immediately. The USACE Cultural Resource Specialist, or other appropriate personnel, shall contact the State Police, Oregon SHPO and/or DAHP, and others as applicable[4]. The human remains shall be covered from view and to protect them from damage or exposure, preferably with a clean tarp, provided the cover will not damage the human remains. Discuss with the USACE Cultural Resource Specialist about covers if there is a question about appropriate covers and if damage would occur by covering the human remains.

All unauthorized personnel shall vacate the site location and reasonable efforts shall be made to secure the site location. The person(s) who identified the discovery will make every reasonable effort to ensure the remains are not physically handled or examined by unauthorized personnel until the USACE Cultural Resources Specialist, or other applicable authorized personnel, takes responsibility for protection of the remains.

[4] See 36 CFR §800.13, Native American Graves Protection and Repatriation Act (25 USC Chapter 32), Revised Code Washington (RCW) §§ 27.44.055 and 68.60.055; Oregon Revised Statutes (ORS) Chapter 97, as applicable.

Confidentiality

To protect fragile, vulnerable, or threatened sites, the NHPA, and Oregon and Washington state laws require that the location of archaeological sites, both on land and underwater, shall be confidential.

USACE will make every effort to preserve the confidentiality of any discovery. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery.

Points of Contact

See Appendix B – Point of Contact List

What May Be Encountered

During implementation of a Nav Program undertaking, historic properties may be discovered, especially during ground disturbing work (dredging, placement site berm construction, grading, general earth moving, etc.).

There is a great variation in the types of resources[5] that can be encountered post review. Historic properties that may be present include, but are not limited to:

- Stone tools (e.g., arrowheads, knives, mortars, pestles, etc.) and debitage
- Structural remains and foundations (e.g., wooden beams, post holes, bricks, concrete, shingles, nails)
- Remnants of homesteading (e.g., bricks, nails, household items, toys, food containers, etc.)
- An accumulation of shell, burned rocks, or other food-related materials
- Animal bones, including small pieces of bone
- Modified or stripped trees, usually cedar or aspen but can be any tree
- Rock images
- An area of charcoal or very dark stained soil with artifacts
- Structural remains and foundations (e.g., wooden beams, post holes, bricks, concrete, shingles, nails)
- Fishing Weirs
- Old munitions casings (Always assume these are live and never touch or move)
- Glass (from bottles, dishes, windows)
- Ceramics (e.g., tableware, insulators)
- Metal (e.g., nails, tin cans, tobacco tins, automobile parts, industrial equipment)
- Farming or logging materials (equipment, fencing, canals, spillways, derelict sawmills, tools, etc.)
- Buried railroad tracks, decking, or other industrial materials
- Shipwreck
- Human remains, funerary materials, and mortuary objects [6]

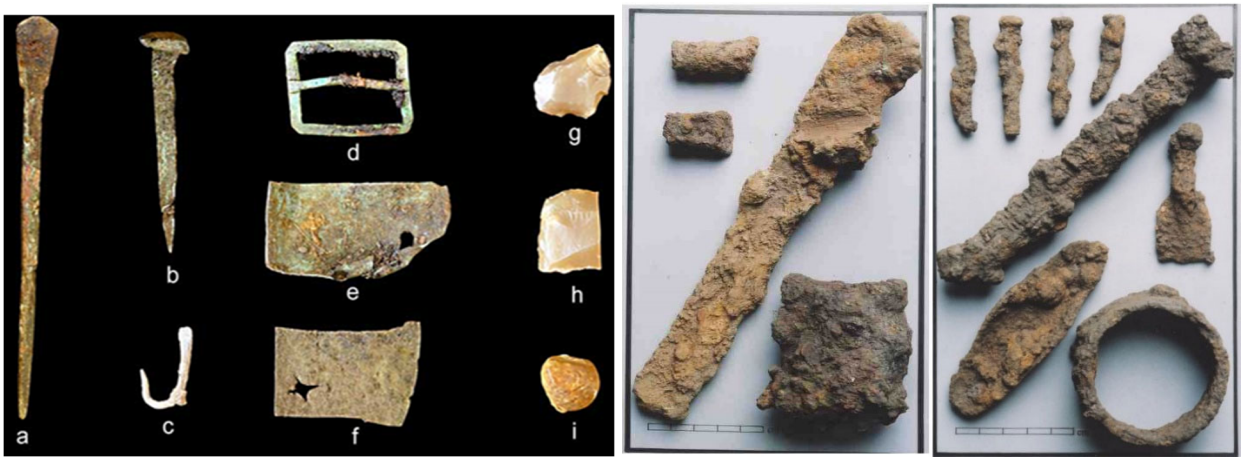
[5] If a cultural resource is discovered post-review, it will be treated as potentially eligible for listing on the National Register of Historic Places (NRHP) until an evaluation proves otherwise, per 36 CFR §800.13(c).
[6] For human remains see note 4, above.

Stone Tool Debitage

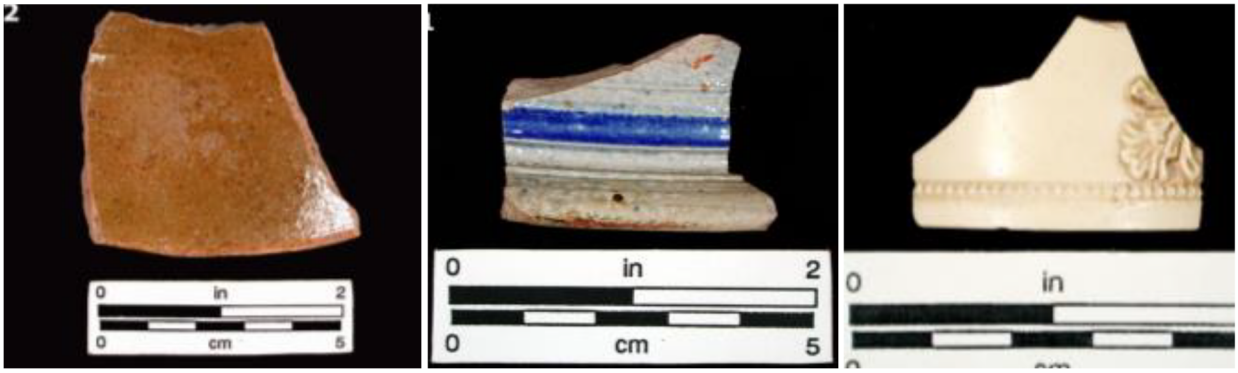
Stone Tools

Historic Artifacts (Ceramics, Glass, Metal)

Historic Glass Artifacts

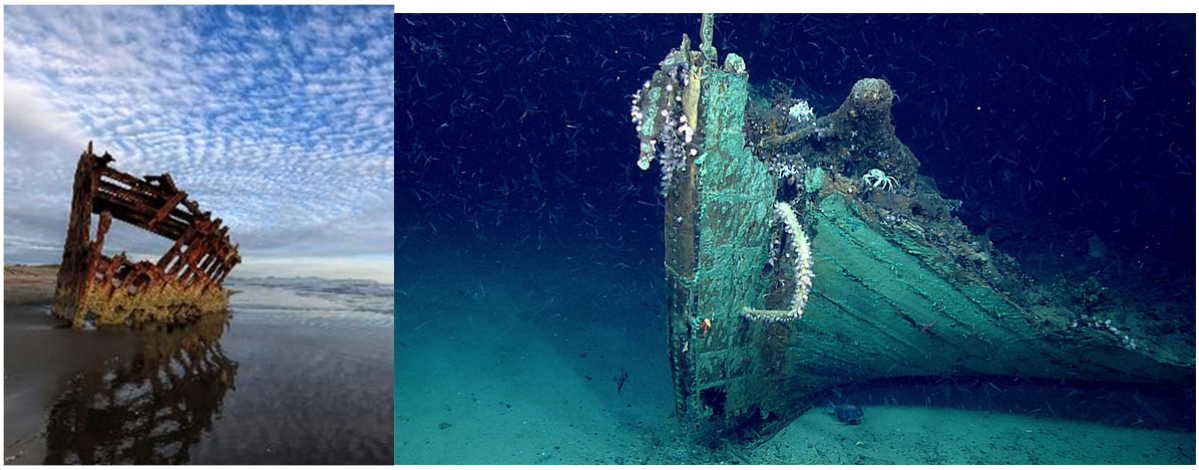


Historic Metal Artifacts

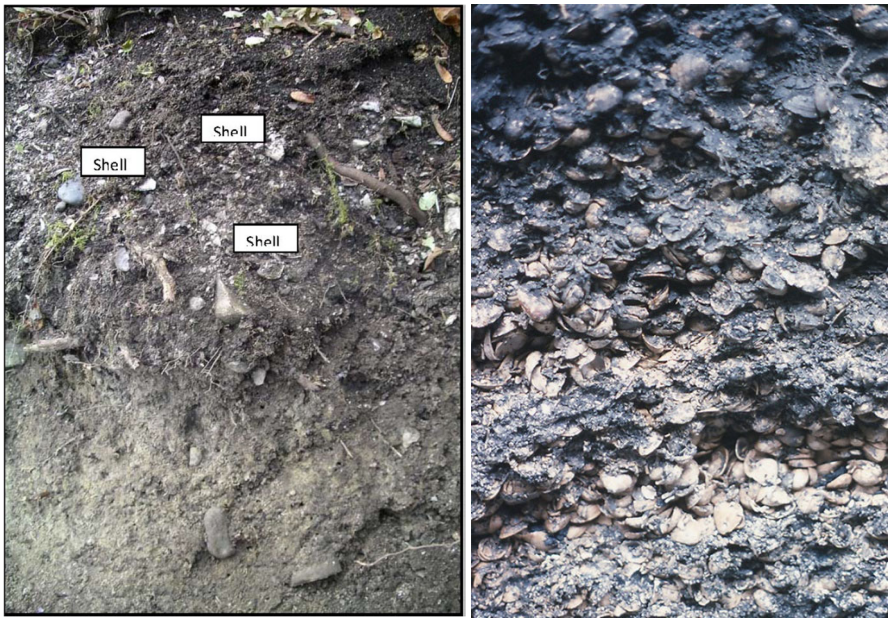


Historic Ceramics

Historic Building Foundations

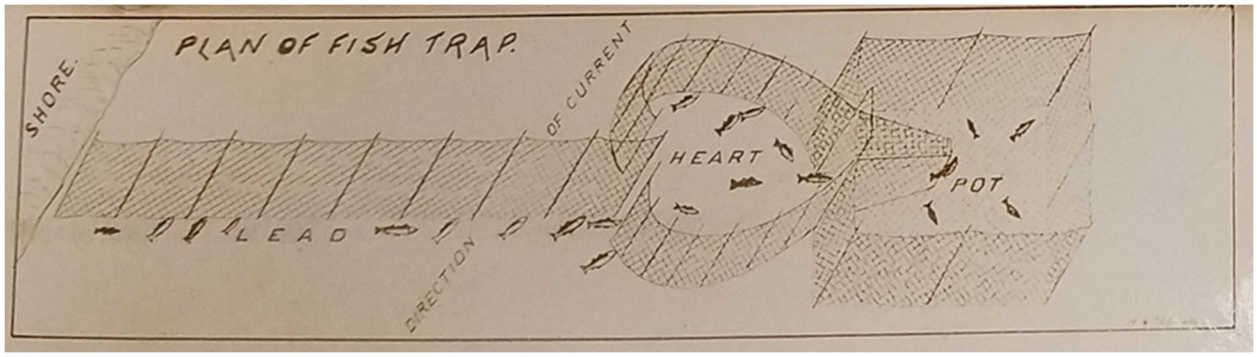


Shipwreck



Shell Midden

Hearth Feature in Bluff Bank



Traditional Fishing Weir

Traditional Fishing Weir

Culturally Modified Trees

Rock Images

Fishing Weights

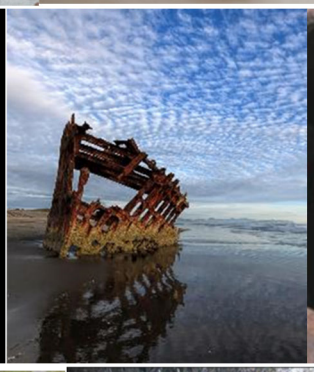
Appendix A
Post Review Discovery Plan
Handout for Field Personnel

1

You Discovered Cultural Resources. Now What?

Stop	• Stop ALL work in vicinity of discovery
Buffer	•Create 100-foot buffer around discovery •If you see human remains, cover with a clean tarp. DO NOT PHOTOGRAPH, FILM, OR SPEAK TO MEDIA. •Work can continue outside buffer
Notify	• Immediately notify USACE Cultural Resource Specialist, Project Manager, and Contracting Officer
Assess	• USACE Cultural Resource Specialist will assess the discovery for further action
Resume Work	• Resume work in the buffered area ONLY after USACE says it is OK

Cultural Resource Examples



Appendix B
Point of Contact List

USACE

- Amy Gibbons, Chief, Environmental Resources Branch
  amy.c.gibbons@usace.army.mil, 503-808-4708 (office), 503-875-4085 (mobile)
- Tara Gauthier, Chief, Cultural Resources Section
  tara.r.gauthier@usace.army.mil, 503-808-4754 (office), 503-871-9480 (mobile)
- Vanessa Litzenberg, District Archaeologist
  vanessa.vanderborg@usace.army.mil, 503-808-4684
- Daniel Mulligan, District Archaeologist
  daniel.m.mulligan@usace.army.mil, 503-808-4768

Oregon State Historic Preservation Office (Oregon SHPO)

- orshpo.clearance@oprd.oregon.gov – general consultation email address
  oregon.heritage@oprd.oregon.gov – general inquiries
- John Pouley, State Archaeologist
  john.pouley@oprd.oregon.gov, 503-480-9164
- Jamie French, Assistant State Archaeologist
  jamie.french@oprd.oregon.gov , 503-979-7580
- Robert Olguin, Review & Compliance, Historian/Built Resource Reviewer
  robert.olguin@oprd.oregon.gov, 503-602-2468

Washington Department of Archaeology and Historic Preservation (DAHP)

- 106@dahp.wa.gov – general consultation email address
- Michael Houser, State Architectural Historian
  michael.houser@dahp.wa.gov, 360-890-2634
- Maddie Levesque, Architectural Historian – General Compliance Reviewer
  maddie.levesque@dahp.wa.gov, 360-819-7203
- Jeronimo Roldan, State Historical Architect
  jeronimo.roldan@dahp.wa.gov, 360-584-5900
- Rob Whitlam, State Archaeologist
  rob.whitlam@dahp.wa.gov, 360-890-2615
- Guy Tasa, State Physical Anthropologist
  guy.tasa@dahp.wa.gov, 360-790-1633

Confederated Tribes and Bands of the Yakama Nation

- Casey Barney, Cultural Resource Program Manager
  casey_barney@yakama.com, 509-865-5121 x6007

Confederated Tribes of Siletz Indians of Oregon

- culturalresources@ctsi.nsn.us – general consultation email address
- Buddy Lane, Cultural Resources Manager
  buddyl@ctsi.nsn.us, 541-444-8230
- Peter Hatch, History & Archaeology Specialist
  peterh@ctsi.nsn.us, 541-444-8319
- Adam Connell, Cultural Interest Protection Officer
  Use culturalresources@ctsi.nsn.us for now

Confederated Tribes of the Grand Ronde Community of Oregon

- thpo@grandronde.org – general consultation email address
- Briece Edwards, Historic Preservation Office Manager
  briece.edwards@grandronde.org, 503-879-2084
- Cheryl Pouley, Cultural Protection Coordinator
  cheryl.pouley@grandronde.org, 503-879-1667
- Jesse Norton, Cultural Protection Coordinator
  jesse.norton@grandronde.org, 503-879-1682

Confederated Tribes of the Umatilla Indian Reservation

- Teara Farrow Ferman, Manager Cultural Resources Protection Program
  tearafarrowferman@ctuir.org, 541-276-3447
- Bambi Rodriguez, Cultural Resources Protection Program Assistant Manager
  bambirodriguez@ctuir.org, 541-429-7203

Confederated Tribes of the Warm Springs Reservation of Oregon

- 106review@ctwsbnr.org – general consultation email address
- Lawrence Squiemphen, Tribal Historic Preservation Officer
  lawrence.squiemphen@ctwsbnr.org, 541-553-2026,
- Austin Smith Jr., Branch of Natural Resources General Manager
  austin.smithjr2@ctwsbnr.org, 541-553-2046 (office), 541-604-0135 (mobile)
- Brad Houslet, Planning Manager
  brad.houslet@ctwsbnr.org, 541-553-2014

Cowlitz Indian Tribe

- permitreview@cowlitz.org – general consultation email address
- James Gordon, Tribal Historic Preservation Officer
  jgordon@cowlitz.org, 360-577-5680 (office), 360-957-3004 (mobile)
- Jon Shellenberger, Cultural Resources Director
  jshellenberger@cowlitz.org

Nez Perce Tribe

- Keith (Pat) Baird, Tribal Historic Preservation Officer
  keithb@nezperce.org, 208-621-3851
- Nakia Williamson, Cultural Resource Program Manager
  nakiaw@nezperce.org, 208-621-3850

Shoalwater Bay Tribe

- Mary Johnson, Cultural Director
  majohnson@shoalwaterbay-nsn.gov, 360-267-8130

Below are two samples of the Construction Project Identification sign showing how this panel is adaptable for use to identify either military (top) or civil works projects (bottom). The graphic format for this 4'x 6' sign panel follows the legend guidelines and layout as specified below. The large 4'x 4' section of the panel on the right is to be white with black legend. The 2'x 4' section of the sign on the left with the full Corps Signature (reverse version) is to be screen-printed Communication Red on the white background The designation of a sponsor in the area indicated is optional with Military or Civil Works construction signs. Signs may list one sponsoring entity. If agreement on a sponsor designation cannot be achieved, the area should be left blank.

This sign is to be placed with the Safety Performance sign shown on the following page. Mounting and fabrication details are provided on page 16-4.

Special applications or situations not covered in these guidelines should be referred to the district Sign Program Manager.

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

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

Legend Group 2a: Army Star logo. Placed below Corps Signature and Division or District Name.
Size: 10.5" x 7.875"

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

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

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

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

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

Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4'x6'	4"x4"	HDO-3	48"	WH-RD/BK

FLOATING PLANT INSPECTION CHECKLIST
CLAMSHELL DREDGE

NOTE: This is a checklist only and does not include ALL pertinent safety requirements. For detailed requirements, refer to EM 385-1-1, 30 November 2014

Contract No.:
Vessel Name:
Contractor's Representative/Title:

Government Representative/Title:

United States Coast Guard Certificate of Inspection - Expiration Date:

Stability Letter - Date Issued:

Date of QC Inspection:

Each employer shall furnish to each of its employees, employment, and place of employment, which are free from hazards (PL 91-596).

Note: Paragraph references in this table refers to paragraphs in EM 385-1-1 (30 November 2014).

Items	Reference	Meets 385 1-1	Remarks
(Brief description)	**(Section)**	**(Yes/No)**	**(If not applicable, or answer is contrary to requirement, explain in detail)**
Emergency notification and emergency medical numbers posted?	01.A.07		
At least 2 members of the crew on each watch qualified to administer first aid & CPR? (no more than 2 years old)	03.A.02		
First aid kits available (min. 1/25 workers), of proper type and well stocked?	03.A.03		
First aid/CPR persons in the Bloodborne Pathogen Program, trained and provided protective equipment (gloves, breathing barriers, resuscitation equipment, etc.)?	03.A.05/03.B		
Required personal protective and safety equipment based on AHA/PHA? Training in use, care and storage of PPE?(Attach training records)	05.A/05.B		
Crew using proper eye, foot, head, hand protection?	05.B., 05.D, 05.E, 05.H		
All wearable PFDs shall be of an international orange (or orange/red) or ANSI 107 yellow-green color	05.J.03		
Each PFD shall be equipped with a USCG-approved automatically activated light, unless projects performed exclusively during daylight hours	05.J.04		
Noise surveys performed on all equipment, all "noisy areas"? Signs posted indicated hearing protection required and type (or noise level)?	05.C		
Ring buoys, lifelines, water lights provided, properly located, in good condition?	05.J.05/06		
Properly equipped life-saving skiff provided? Lifesaving drills being performed (initially, at least monthly afterwards)?	05.K		
Lighting requirements reviewed in AHA? Proper lighting supplied in all work areas, sites, vessels, etc. (Provide light meter/survey if unknown/questionable). Marine lighting IAW ABS.	07.A./07.B		
Night operations lighting plan developed and on board?	07.B.06		
Hot work performed? Fire watch? Hot work permit used? Min. 10 lb. fire extinguisher?	09.A.04		
All sources of ignition prohibited within 50 feet of operations with potential fire hazard?	09.A.06		
Flammable materials stored properly?	09.B		

Items	Reference	Meets 385 1-1	Remarks
(Brief description)	(Section)	(Yes/No)	(If not applicable, or answer is contrary to requirement, explain in detail)
Storage areas/tanks shall be surrounded by a curb, earthen dike or other equivalent means of containment of at least 6 in (0.15 m) in height	09.B.18		
Proper number, type of fire extinguishers provided as required? Fully charged, operable, accessible? Inspected monthly, documented?	09.F.		
Structural welding on critical items performed by Certified Welders? Inspected by Certified Inspector?	10.A.07		
Ventilation provided if welding/cutting performed in confined space?	10.C.03		
Oxy-Fuel gas systems using cylinder-regulator-hose-torch have a reverse-flow check valve AND a flash arrestor on each hose, at torch unless manufacturer states otherwise?	10.E.07		
Batteries stored in enclosures with outside vents or in a well-ventilated room and arranged to prevent the escape of fumes, gases or electrolyte spray into other areas?	11.G.01		
Lockout/tagout used when systems are de-energized? Both locks and tags used? Procedures in place? Personnel assigned roles and documentation of all?	Section 12		
All hand and power tools in good condition with required guards in place?	13.A.		
Are safety lashings and safety clips installed on all pneumatic tools and hoses?	13.D		
Housekeeping (attach most recent daily inspection report)	14.D		
Rigging Inspections performed by QR/CP each shift before use? Annually by QR or CP and documented?	15.A.01		
Are positive latching devices used to secure loads?	15.A.04		
Custom designed beams, clamp, etc., tested and marked?	15.A.05		
Qualified Rigger(s) identified, designated in writing along with rigging tasks? Only QRs perform rigging?	15.B		
All slings manufactured, used, inspected and maintained according to ASME B30.9? Tagged/marked with manufacturer, WLL, #legs if more than 1?	15.D		
Only alloy chain Grade 80 or higher used for rigging loads?	15.D.02		
Rigging hardware, per ASME B30.26? Inspected each shift, at least annually?	15.E		
Contractor has submitted, accepted Certificate of Compliance for all LHE on site? (Attach copy)	16.A.02		
Standard Lift Plans being prepared for every lift/series of lifts?	16.A.03		
Work area control in accessible areas where equipment is rotating next to fixed structure, min 24 in clearance, to allow passage of workers without harm? Barricade swing radius to prevent worker from being struck?	16.A.13/16.G.13		
Running lines within 6 ft-6 in of ground or working level guarded/restricted by physical barriers to preclude injury?	16.A.14		
Maintenance/repairs of LHE per manufacturer, documented and available for length of contract? (Attach recent records of maintenance and repairs)	16.A.15		
LHE operators certified, qualified and designated by employer in writing, including specific LHE on site. (attach proof of qualifications and designation prior to start of work)	16.B		
Crane Operators certified by option 2? Attach records of last audit, letter from QP saying program meets 16.B.03.b	16.B.03.b		
LHE Operator physical examination clearance (only clearance statement, no data), signed by MD or DO? Attach written/ signed documentation saying exam meets EM 385-1-1, 16.B.04 and ASME B30 for acceptance prior to operating LHE.	16.B.04		
Inspection Criteria for LHE being performed? Attach last Monthly and Annual inspection results.	16.D		
Safety Devices and Operational Aids required on all Cranes and Derricks in place, functioning?	16.E.03		
Operational Testing IAW 16.F.02?	16.F.02		

Items	Reference	Meets 385 1-1	Remarks
(Brief description)	(Section)	(Yes/No)	(If not applicable, or answer is contrary to requirement, explain in detail)
Load Testing performed IAW 16.F.03?	16.F.03		
All LHE has proper documents in cab?	16.G.01		
Proper clearances are maintained at all times, during operation AND travel?	16.G.09-12		
Accessible areas within the swing radius of the rear of the LHE's rotating superstructure, either permanently or temporarily mounted, shall be barricaded to prevent an employee from being struck or crushed	16.G.13 (b)		
All critical lifts identified and planned properly? Critical lift plans submitted for acceptance prior to lift?	16.H		
Project has adequate means for monitoring local weather conditions, including a wind-indicating device?	16.I.01		
Using/Have Floating Cranes/ Derricks, Crane Barges, and Auxiliary shipboard mounted Cranes? Attach Navel Architectural Analysis, floating service load chart.	16.L		
Additional inspection requirements for barges, pontoons, vessel or other means of flotation used to support a land crane/Derrick	16.L.18		
Crane -Supported personnel platforms: work platform and suspension system shall be designed and certified by a registered professional engineer	16.T		
Machinery/mechanized equipment inspected/tested IAW manufacturer's recommendations/EM requirements? Certified in writing (Attach documents)?	18.G.02		
All floating plant regulated by the USCG has required, current USCG documentation? Attach documents.	19.A.01		
All licensed officers and crew have current documentation?	19.A.02		
Operators of Uninspected Towing Vessels and Master and Pilots on radar-equipped vessels 26' or more have USCG Radar Observers endorsement on license?	19.A.02		
Are all reciprocating, rotating and moving parts of winch gears and other equipment properly guarded.	19.A.05		
Shutoff valve installed at the engine end of the fuel line? (Unless the length of the supply pipe is < 6 feet).	19.A.06		
Fuel transfer procedures on board?	19.A.06		
Shutoff valve installed at the fuel tank connections, can be operated from outside a compartment, outside the engine room, and outside the house bulkheads?	19.A.06		
Stumbling and tripping hazards painted yellow? Uncovered deck plate openings (e.g., around generators and main engines) outlined with yellow paint?	19.A.07		
Are non-slip surfaces provided on working decks, stair treads, ship ladders, platforms, catwalks, and walkways?	19.B.		
Safe access provided to and from vessels? Gangways and ramps secured at one end by at least one point on each side with lines or chains to prevent overturning?	19.B.02		
Proper Marine Railings Types provided and in-place?	19.E.		
Pressurized equipment and systems inspected and tested? Attach inspection and Test logs.	20.A		
Oxygen and gas cylinders in storage separated by firewall or by distance of 20 feet? Appropriately placarded?	20.D/20.D.03		
Compressed gas cylinders separated from flammable or combustible material by at least 40 ft.?	20.D.03		

Items	Reference	Meets 385 1-1	Remarks
(Brief description)	**(Section)**	**(Yes/No)**	**(If not applicable, or answer is contrary to requirement, explain in detail)**
Protective caps installed on oxygen/fuel gas cylinder when stored, in transit, or the regulator is not in place?	20.D.07		
All compressed gas cylinders stored upright at all times? Secured against falling?	20.D.10		
Personal Fall protection Systems used at any time? Attach Competent Person for FP certification (and QP for FP if applicable).	21.C		
Rescue plan and procedures developed?	21.M		
All ladders inspected for defects? Any welding on ladders performed by certified welder?	24.B.09		
Oil spill response supplies on board and in adequate quantities?	28.A.01		
Inventory of confined spaces (both Permit-Required (PRCS) and Non-Permit-Required (NPRC))? Attach.	34.A.04		
PRCS and Potential PRCS have been Identified, labeled?	34.A.05 (a)		
Competent Person for Confined spaces has been identified? Attach qualifications.	34.A/34.B		
CSE Procedures have been developed for each space? Personnel have been trained?	34.A/34.B		
Air monitoring equipment is on board? Who is qualified to use? History of air monitoring documented?	34.A/34.B		

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
1315 East-West Highway
Silver Spring, Maryland 20910

INCIDENTAL HARASSMENT AUTHORIZATION

The U.S. Army Corps of Engineers (USACE) and its designees are hereby authorized under section 101(a)(5)(D) of the Marine Mammal Protection Act (MMPA; 16 U.S.C. 1371(a)(5)(D)) to incidentally harass marine mammals, under the following conditions:

1. This incidental harassment authorization (IHA) is effective from the statutory maximum of 1 year from the date of effectiveness, and will become effective upon written notification from the applicant to NMFS, but not beginning later than 1 year from the date of issuance or extending beyond 2 years from the date of issuance.

2. This IHA authorizes take incidental to construction activities, as specified in the USACE's IHA application, associated with the Miller Sands-Rice Island Pile Dike Repairs Project in the Columbia River. Hereafter (unless otherwise specified), the term "pile driving" is used to refer to both pile installation and pile removal.

3. <u>General Conditions</u>

   (a) A copy of this IHA must be in the possession of the Holder of the Authorization (Holder), supervisory construction personnel, lead protected species observers (PSOs), and any other relevant designees of the Holder operating under the authority of this IHA at all times that activities subject to this IHA are being conducted.

   (b) The species and/or stocks authorized for taking are listed in Table 1. Authorized take, by Level A and Level B harassment only, is limited to the species and numbers listed in Table 1.

   (c) The taking by serious injury or death of any of the species listed in Table 1 or any taking of any other species of marine mammal is prohibited and may result in the modification, suspension, or revocation of this IHA. Any taking exceeding the authorized amounts listed in Table 1 is prohibited and may result in the modification, suspension, or revocation of this IHA.

   (d) The Holder must ensure that construction supervisors and crews, the monitoring team, and relevant USACE staff are trained prior to the start of activities subject to this IHA, so that responsibilities, communication procedures, monitoring

protocols, and operational procedures are clearly understood. New personnel joining during the project must be trained prior to commencing work.

4. Mitigation Requirements

(a) The Holder must employ PSOs and establish monitoring locations as described in section 5 of this IHA. The Holder must monitor the project area to the maximum extent possible based on the required number of PSOs, required monitoring locations, and environmental conditions.

(b) Monitoring must take place from 30 minutes prior to initiation of pile driving activity (i.e., pre-start clearance monitoring) through 30 minutes post-completion of pile driving activity.

(c) Pre-start clearance monitoring must be conducted during periods of visibility sufficient for the lead PSO to determine that the shutdown zones indicated in Table 2 are clear of marine mammals. Pile driving may commence following 30 minutes of observation when the determination is made that the shutdown zones are clear of marine mammals.

(d) If a marine mammal is observed entering or within the shutdown zones indicated in Table 2, pile driving activity must be delayed or halted. Pile driving must be commenced or resumed as described in condition 4(e) of this IHA.

(e) If pile driving is delayed or halted due to the presence of a marine mammal, the activity may not commence or resume until either the animal has voluntarily exited and been visually confirmed beyond the shutdown zone indicated in Table 2 or 15 minutes have passed without re-detection of the animal.

(f) The Holder must use soft start techniques when impact pile driving. Soft start requires contractors to provide an initial set of three strikes at reduced energy, followed by a 30-second waiting period, then two subsequent sets of reduced energy strikes. A soft start must be implemented at the start of each day's impact pile driving and at any time following cessation of impact pile driving for a period of 30 minutes or longer.

(g) The Holder must use a bubble curtain during impact pile driving or proofing. The bubble curtain must be operated as necessary to achieve optimal performance. At a minimum, the Holder must adhere to the following performance standards:

(i) The bubble curtain must distribute air bubbles around 100 percent of the piling circumference for the full depth of the water column.

(ii) The lowest bubble ring must be in contact with the substrate for the full circumference of the ring, and the weights attached to the bottom ring shall ensure 100 percent substrate contact. No parts of the ring or other objects shall prevent full substrate contact.

(iii) Air flow to the bubblers must be balanced around the circumference of the pile.

(h) Pile driving activity must be halted (as described in condition 4(d) of this IHA) upon observation of either a species for which incidental take is not authorized or a species for which incidental take has been authorized but the authorized number of takes has been met, entering or within the harassment zone (as shown in Table 2).

(i) The Holder, construction supervisors and crews, PSOs, and relevant USACE staff must avoid direct physical interaction with marine mammals during construction activity. If a marine mammal comes within 10 meters of such activity, operations must cease, and vessels must reduce speed to the minimum level required to maintain steerage and safe working conditions, as necessary to avoid direct physical interaction.

5. Monitoring Requirements

(a) Marine mammal monitoring must be conducted in accordance with the NMFS-approved marine mammal monitoring plan. The monitoring plan must be submitted to NMFS no later than 30 days prior to the start of in-water construction.

(b) Monitoring must be conducted by qualified, NMFS-approved PSOs, in accordance with the following conditions:

(i) PSOs must be independent of the activity contractor (for example, employed by a subcontractor) and have no other assigned tasks during monitoring periods.

(ii) At least one PSO must have prior experience performing the duties of a PSO during construction activity pursuant to a NMFS-issued incidental take authorization.

(iii) Other PSOs may substitute other relevant experience, education (degree in biological science or related field), or training for prior experience performing the duties of a PSO during construction activity pursuant to a NMFS-issued incidental take authorization.

(iv) Where a team of three or more PSOs is required, a lead observer or monitoring coordinator must be designated. The lead observer must have prior experience performing the duties of a PSO during construction activity pursuant to a NMFS-issued incidental take authorization or Letter of Concurrence.

(v) PSOs must be approved by NMFS prior to beginning any activity subject to this IHA.

(c) The Holder must establish the following monitoring locations. For all pile driving activities, a minimum of two PSOs must be assigned to each active pile driving location to monitor the shutdown zones. One PSO would be positioned on the construction barge and at least one PSO would monitor from a nearby beach, shoreline, or boat to ensure full visual coverage of the Level B harassment zone.

(d) PSOs must record all observations of marine mammals, regardless of distance from the pile being driven, as well as the additional data indicated in section 6 of this IHA.

6. <u>Reporting</u>

(a) The Holder must submit its draft report(s) on all monitoring conducted under this IHA within 90 calendar days of the completion of monitoring or 60 calendar days prior to the requested issuance of any subsequent IHA for construction activity at the same location, whichever comes first. A final report must be prepared and submitted within 30 calendar days following receipt of any NMFS comments on the draft report. If no comments are received from NMFS within 30 calendar days of receipt of the draft report, the report shall be considered final.

(b) All draft and final monitoring reports must be submitted to *PR.ITP.MonitoringReports@noaa.gov* and *ITP.demarest@noaa.gov*.

(c) The marine mammal report, at a minimum, must include:

(i) Dates and times (begin and end) of all marine mammal monitoring;

(ii) Construction activities occurring during each daily observation period, including:

A. The number and type of piles that were driven and the method (e.g., impact, vibratory); and

B. Total duration of driving time for each pile (vibratory driving) and number of strikes for each pile (impact driving).

(iii) PSO locations during marine mammal monitoring;

(iv) Environmental conditions during monitoring periods (at the beginning and end of PSO shift and whenever conditions change significantly), including Beaufort sea state and any other relevant weather conditions, including cloud cover, fog, sun glare, and overall visibility to the horizon, and estimated observable distance;

(v) Upon observation of a marine mammal, the following information:

A. Name of PSO who sighted the animal(s) and PSO location and activity at time of sighting;

B. Time of sighting;

C. Identification of the animal(s) (e.g., genus/species, lowest possible taxonomic level, or unidentified), PSO confidence in identification, and the composition of the group if there is a mix of species;

D. Distance and location of each observed marine mammal relative to the pile being driven for each sighting;

E. Estimated number of animals (min/max/best estimate);

F. Estimated number of animals by cohort (adults, juveniles, neonates, group composition, etc.);

G. Animal's closest point of approach and estimated time spent within the harassment zone;

H. Description of any marine mammal behavioral observations (e.g., observed behaviors such as feeding or traveling), including an assessment of behavioral responses thought to have resulted from the activity (e.g., no response or changes in behavioral state such as ceasing feeding, changing direction, flushing, or breaching); and

I. Description of any actions implemented in response to the sighting (e.g., delays, shutdown) and time and location of the action.

(vi) Number of marine mammals detected within the harassment zones, by species; and

(vii) Summary information about implementation of any mitigation (e.g., shutdowns and delays), a description of specific actions that ensued, and resulting changes in behavior of the animal(s), if any.

(d) The Holder must submit all PSO data electronically in a format that can be queried, such as a spreadsheet or database (*i.e.,* digital images of data sheets are not sufficient).

(e) Reporting injured or dead marine mammals:

In the event that personnel involved in the construction activities discover an injured or dead marine mammal, the Holder must report the incident to the Office of Protected Resources (OPR), NMFS (*PR.ITP.MonitoringReports@noaa.gov* and *ITP.demarest@noaa.gov*), and to the West Coast regional stranding network (866-767-6114) as soon as feasible. If the death or injury was clearly caused by the specified activity, the Holder must immediately cease the activities until NMFS OPR is able to review the circumstances of the incident and determine what, if any, additional measures are appropriate to ensure compliance with the terms of this IHA. The Holder must not resume their activities until notified by NMFS.

The report must include the following information:

(i) Time, date, and location (latitude/longitude) of the first discovery (and updated location information if known and applicable);

(ii) Species identification (if known) or description of the animal(s) involved;

(iii) Condition of the animal(s) (including carcass condition if the animal is dead);

(iv) Observed behaviors of the animal(s), if alive;

(v) If available, photographs or video footage of the animal(s); and

(vi) General circumstances under which the animal was discovered.

7. This Authorization may be modified, suspended or revoked if the Holder fails to abide by the conditions prescribed herein (including, but not limited to, failure to comply with monitoring or reporting requirements), or if NMFS determines: (1) the authorized taking is likely to have or is having more than a negligible impact on the species or stocks of affected marine mammals or (2) the prescribed measures are likely not or are not effecting the least practicable adverse impact on the affected species or stocks and their habitat.

8. Renewals

On a case-by-case basis, NMFS may issue a one-time, one-year renewal IHA following notice to the public providing an additional 15 days for public comments when (1) up to another year of identical, or nearly identical, activities (or a subset of those activities) are planned or (2) the specified activities will not be completed by the time the IHA expires and a renewal would allow for completion of the activities, provided all of the following conditions are met:

(a) A request for renewal is received no later than 60 days prior to the needed renewal IHA effective date (note: a renewal IHA expiration date cannot extend beyond one year from the expiration of this IHA).

(b) The request for renewal must include the following:

(i) An explanation that the activities to be conducted under the requested renewal IHA are identical to the activities analyzed for this IHA, are a subset of the activities, or include changes so minor (e.g., reduction in pile size) that the changes do not affect the previous analyses, mitigation and monitoring requirements, or take estimates (with the exception of reducing the type or amount of take).

(ii) A preliminary monitoring report showing the results of the required monitoring to date and an explanation showing that the monitoring results do not indicate impacts of a scale or nature not previously analyzed or authorized.

(c) Upon review of the request for renewal, the status of the affected species or stocks, and any other pertinent information, NMFS determines that there are no more than minor changes in the activities, the mitigation and monitoring measures will remain the same and appropriate, and the findings made in support of this IHA remain valid.

_____

Kimberly Damon-Randall,
Director, Office of Protected Resources
National Marine Fisheries Service

Table 1. Authorized Incidental Take.

Common name	Scientific name	Stock	Level A harassment	Level B harassment
Harbor Porpoise	*Phocoena phocoena*	Northern Oregon/Washington Coast	0	2
California Sea Lion	*Zalophus californianus*	U.S.	17	617
Steller Sea Lion	*Eumetopias jubatus*	Eastern		
Harbor Seal	*Phoca vitulina richardii*	Oregon/Washington Coast		

Table 2. Shutdown and Harassment Zones.

Pile Size, type, and Method	Minimum Shutdown zone (m)			Harassment zone
	Very High-frequency cetaceans	Phocid	Otariid	
24-inch Steel Pipe Vibratory Installation	50			2,929
24-inch Steel Pipe, Impact Installation				464

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

June 15, 2026

U.S. Army Corps of Engineers, Portland District
Attn: Amy Gibbons
PO Box 2946
Portland, OR 97208

Re: Water Quality Certification Order No. **24405**, Miller Sands – Rice Island Pile Dike Repairs, Wahkiakum County, Washington

Dear Amy Gibbons:

On November 12, 2025, the U.S. Army Corps of Engineers, Portland District, submitted a request for a Section 401 Water Quality Certification (WQC) under the federal Clean Water Act for the Miller Sands – Rice Island Pile Dike Repairs, Wahkiakum County, Washington.

On behalf of the state of Washington, the Department of Ecology certifies with conditions that the work described in the Water Quality Certification Request and supplemental documents complies with applicable provisions of Sections 301, 302, 303, 306, and 307 of the Clean Water Act, as amended, and applicable state laws. **This certification is subject to the enclosed Water Quality Certification Order (WQC Order).**

Please ensure that anyone doing work under this WQC Order has read, is familiar with, and is able to follow all of the provisions within the attached WQC Order.

If you have any questions about this decision, please contact Jessica Hausman at (564) 669-9873. The enclosed WQC Order may be appealed by following the procedures described within.

Sincerely,

Loree' Randall

Loree' Randall, Section Manager
Aquatic Permitting & Protection Section
Shorelands and Environmental Assistance Program

Enclosure (1)

By certified mail: 9489 0090 0027 6711 7455 33

Sent via e-mail: amy.c.gibbons@usace.army.mil

E-cc: Duncan Newberry, U.S. Army Corps of Engineers
Isaac Holowatz, WDFW
Erin Hanlon Brown, Ecology
Jessica Hausman, Ecology
ecyrefedpermits@ecy.wa.gov

In The Matter of Granting a Water Quality Certification with Conditions to U.S. Army Corps of Engineers, Portland District pursuant to 33 U.S.C. 1341 (FWPCA § 401), RCW 90.48.120, RCW 90.48.260 and Chapter 173-201A WAC

U.S. Army Corps of Engineers, Portland District
Attn: Amy Gibbons
PO Box 2946
Portland, Oregon 97208

WQC Order No.	24405
Site Location	Miller Sands – Rice Island Pile Dike Repairs, located within Columbia River, near Altoona, Wahkiakum County, Washington.

The U.S. Army Corps of Engineers (USACE), Portland District submitted a request for a Section 401 Water Quality Certification (WQC) under the federal Clean Water Act to the Department of Ecology (Ecology) for the Miller Sands – Rice Island Pile Dike Repairs, Wahkiakum County, Washington. The required processing dates are listed below:

- On 2/14/2025, the USACE, Portland District submitted a pre-filing meeting request.
- On 11/12/2025, Ecology received a request for Clean Water Section 401 Water Quality Certification.
- Ecology's "Reasonable Period of Time" for this project has been established as 6/15/2026.
- On 12/16/2025, Ecology issued a public notice for the project.

The U.S. Army Corps of Engineers, Portland District is proposing repairs to the existing Miller Sands-Rice Island Pile Dike System, which is a part of the Columbia River Federal Navigation Channel in the Lower Columbia River The purpose of the project is restore hydraulic function of the pile dike system by repairing the existing structure with enhanced enrockment and installing marker piles as aids to navigation.

The project consists of the following major components:

1. Remove debris trapped behind existing pile dikes. Remove existing degraded timber piles, spreaders, and hardware at all three pile dikes as needed to enhance enrockment and install new marker piles.
2. Enhance enrockment at the three pile dikes and extend the enrockment between Pile Dike 23.71 and Pile Dike 23.81 to connect the two structures.
3. Install eight new 24-inch steel marker piles as aids to navigation.

All project construction is in-water and would be performed entirely from floating equipment, although barges may be spudded or anchored into position. The project would employ standard marine equipment to accomplish in-water construction. Material and transport barges and cranes or excavators mounted on individual barges would be used. Cranes and excavators used for rock placement and pile driving would be equipped with survey grade positioning software to ensure precision during placement. Material barges would transport all material to the site and would also serve as staging platforms to the crane barge.

The pile dike system is located between Miller Sands Island and Altoona, in Columbia River Federal Navigation Cannel in the Lower Columbia River between River Miles 22 and 25 in Wahkiakum County, Washington, within Water Resource Inventory Area (WRIA) 25 Grays – Elochoman.

Authorities

In exercising authority under 33 U.S.C. §1341, 40 CFR Part 121, RCW 90.48.120, RCW 90.48.260, and Chapter 173-201A, Ecology has reviewed this WQC request pursuant to the following:

1. Conformance with applicable water quality-based, technology-based, and toxic or pretreatment effluent limitations as provided under 33 U.S.C. §§1311, 1312, 1313, 1316, and 1317 (FWPCA § 301, 302, 303, 306 and 307).

2. Conformance with the state water quality standards contained in Chapter 173-201A WAC and authorized by 33 U.S.C. §1313 and by Chapter 90.48 RCW, and with other applicable state laws; and

3. Conformance with the provision of using all known, available and reasonable methods to prevent and control pollution of state waters as required by RCW 90.48.010.

4. Conformance with Washington's prohibition on discharges that cause or tend to cause pollution of waters of the state of Washington. RCW 90.48.080.

5. The Project Proponent of the project authorized is responsible for obtaining all other permits, licenses, and certifications that may be required by federal, state, local or tribal authorities.

With this Water Quality Certification Order (WQC Order), Ecology is granting with conditions USACE, Portland District's request for a Section 401 Water Quality Certification for the Miller-Sands Rice Island Pile Dike Repairs, Columbia River located in Wahkiakum County. Ecology has determined that the proposed discharges will comply with all applicable state water quality and other appropriate requirements of State law, provided the project is conducted in accordance with the WQC request that Ecology received on 11/12/2025 the supporting documents referenced in Table 1 below, **and the conditions of this WQC Order.**

Table 1 Supporting Documents

Date Received	Document Type	Title and Date	Author
11/12/2025	Joint Aquatic Resources Permit Application (JARPA) Form	JARPA, 11/5/2025	Amy Gibbons, U.S. Army Corps of Engineers, Portland District
11/12/2025	Drawings	JARPA Drawings	U.S. Army Corps of Engineers, Portland District
11/12/2025	Construction Methodologies	Miller Sands-Rice Island Pile-Dike Repair, Construction Methodologies	
4/2/2026	Water Quality Monitoring and Protection Plan	Updated Miller Sands-Rice Island Pile-Dike Repair, Water Quality Monitoring and Protection Plan	
4/29/2026	Biological Opinion	Endangered Species Act Section 7(a)(2) Biological Opinion and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Miller Sands-Rice Island Pile-Dike Repair, 3/19/2026	National Marine Fisheries Service
5/11/2026	Biological Assessment	Miller Sands-Rice Island Pile-Dike Repair Endangered Species Act Biological Assessment and Magnuson-Stevens Act Essential Fish Habitat Determination, 12/11/2024	U.S. Army Corps of Engineers, Portland District

5/12/2026	National Environmental Policy Act (NEPA)	Miller Sands-Rice Island Pile Dike Repairs Columbia River, Draft Environmental Assessment, May 2026	U.S. Army Corps of Engineers, Portland District
5/12/2026	National Environmental Policy Act (NEPA)	Public Notice of proposed discharges of fill material for the Miller-Sands Rice Island Pile Dike Repair in Washington State	U.S. Army Corps of Engineers, Portland District

Issuance of this Section 401 Water Quality Certification for this proposal does not authorize USACE, Portland District to exceed applicable state water quality standards (Chapter 173-201A WAC), ground water quality standards (Chapter 173-200 WAC) or sediment quality standards (Chapter 173-204 WAC) or other appropriate requirements of State law. Furthermore, nothing in this Section 401 Water Quality Certification absolves the USACE, Portland District from liability for contamination and any subsequent cleanup of surface waters, ground waters, or sediments resulting from project construction or operations.

Water Quality Certification Conditions

The following conditions shall be strictly adhered to by the USACE, Portland District. The USACE, Portland District may appeal this decision within 30 days of receipt of this WQC Order, as outlined within section G of this Order.

A. General Conditions

1. In this WQC Order, the term "Project Proponent" shall mean the U.S. Army Corps of Engineers (USACE), Portland District and its agents, assignees, and contractors.

   - Justification - Ecology needs to identify that conditions of this WQC Order apply to anyone conducting work on behalf of the Project Proponent to ensure compliance with the water quality standards and other applicable state laws.

2. All submittals required by this WQC Order shall be sent to Ecology's Headquarters Office, Attn: Federal Permit Manager, via e-mail to fednotification@ecy.wa.gov and cc to Jessica.Hausman@ecy.wa.gov. The submittals shall be identified with WQC Order No. 24405 and include the Project Proponent's name, project name, project contact, and the contact phone number.

   - Justification - Ecology needs to identify where information and submittals are to be submitted to be in compliance with the requirements of this WQC Order.

3. Work authorized by this WQC Order is limited to the work described in the WQC request package received by Ecology on 11/12/2025 and the supporting documentation identified in Table 1.

    - Justification - Ecology has the authority to prevent and control pollution of state waters. By authorizing a discharge into waters of the state, through a WQC, Ecology is certifying the project as proposed will not negatively impact water quality, including designated uses. Therefore, it is imperative the project is conducted as it was presented during the review process. Any deviations from information within the WQC Request package and this WQC Order must be disclosed prior to the initiation of the planned work and may require a new WQC request.

4. The Project Proponent shall keep copies of this WQC Order on the job site and readily available for reference by Ecology personnel, the construction superintendent, construction managers and lead workers, and state and local government inspectors.

    - Justification - All parties (including on-site contractors) must be aware of and comply with the WQC Order for the protection of water quality.

5. The Project Proponent shall provide access to the project site upon request by Ecology personnel for site inspections, monitoring, and/or necessary data collection, to ensure that conditions of this WQC Order are being met.

    - Justification - Ecology must be able to investigate and inspect construction sites and facilities for compliance with all applicable state rules and laws.

6. The Project Proponent shall ensure that all project engineers, contractors, and other workers at the project site with authority to direct work have read and understand relevant conditions of this WQC Order and all permits, approvals, and documents referenced in this WQC Order.

    - Justification - Ecology needs to ensure that anyone conducting work on the project, on behalf of the Project Proponent, aware of and understands the required conditions of this WQC Order to ensure compliance with the water quality standards and other applicable state laws.

7. This WQC Order does not authorize direct, indirect, permanent, or temporary impacts to waters of the state or related aquatic resources, except as specifically provided for in conditions of this WQC Order.

- Justification - Ecology has the authority to prevent and control pollution of state waters, and to protect designated uses. By authorizing a discharge into a water of the state, through a water quality certification, Ecology is certifying the project as proposed will not negatively impact state water quality and will comply with the state's water quality requirements. Therefore, it is imperative that the project is conducted as it was presented during the review process, and as conditioned herein.

8. Failure of any person or entity to comply with the WQC Order may result in the issuance of civil penalties or other actions, whether administrative or judicial, to enforce the state's water quality standards and the conditions of this WQC Order.

   - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses. Ecology has independent state authority to ensure protection of state water quality. Civil penalties and other administrative or enforcement actions are the primary means of securing compliance with water quality requirements.

9. The Project Proponent shall provide Ecology documentation for review before undertaking any major changes to the proposed project that could significantly and adversely affect water quality, other than those project changes required by this WQC Order.

   - Justification – To understand the impact of the proposed project on Washington's water quality, Ecology must be kept updated regarding any changes to that project. This will allow the agencies to avoid confusion or duplication of efforts. As Ecology has independent authority to enforce our 401 certification conditions issued through this WQC Order pursuant to RCW 90.48 and has independent state authority to ensure protection of state water quality, the agency has an obligation to remain aware and review proposed project changes. In order to ensure the project will comply with water quality standards in the event of any major changes, Ecology must be able to review the scope of work involved in the construction and operation of the project, otherwise all work must stop and a new 401 certification pre-filing meeting, followed by a new WQC request (after requisite 30-days) is required.

B. Notification Requirements

1. The following notifications shall be made via phone or e-mail (e-mail is preferred) to Ecology's Federal Permit Manager via e-mail to fednotification@ecy.wa.gov and cc to Jessica.Hausman@ecy.wa.gov. Notifications shall be identified with WQC Order No. 24405, and include the Project Proponent name, project name, project location, project contact and the phone number.

   a. Immediately following a violation of state water quality standards or when the project is out of compliance with any conditions of this WQC Order;

b. At least ten (10) days prior to all pre-construction meetings;

c. At least ten (10) days prior to conducting initial in-water work activities; and

d. Within seven (7) days of completion of each in-water work activity.

- Justification - Ecology must be aware of when a project starts and ends and whether there are any issues with project implementation. This allows Ecology to evaluate compliance with this WQC Order and the state water quality requirements.

2. In addition to the phone or e-mail notification required under B.1.a. above, the Project Proponent shall submit a detailed written report to Ecology within five (5) days that describes the nature of the event, corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information.

- Justification - This condition is intended to ensure the Project Proponent remains in full compliance with state water quality requirements for the duration of the project.

3. The Project Proponent shall submit a submerged aquatic vegetation survey or report to Ecology's Federal Permit Manager (per Condition A.2 of this Order) **for review** at least 15 days prior to beginning any work covered by this WQC Order.

- Justification - This condition is necessary to ensure that the monitoring and BMPs that are proposed by the Project Proponent and authorized by Ecology are conducted to protect water quality. Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

4. This WQC Order will expire March 31, 2029.

- Justification - Certifications are required for any license or permit that authorizes an activity that may result in a discharge. Ecology needs to be able to specify how long the WQC Order will be in effect.

5. The following in-water work windows apply to the project:

- All activities within the Columbia River may be conducted between November 1 and February 28 of any year.

- Precision rock placement within the Columbia River may occur during September and October of any year, with a water quality compliance point of 150 feet downstream of placement activities. The water quality monitoring and protection plan shall be revised to include monitoring during precision rock placement activities.

- Justification - This condition reaffirms that the project will take place during a time period that will not harm fish or other aquatic species.

C. Water Quality Monitoring and Criteria

1. This WQC Order does not authorize the Project Proponent to exceed applicable water quality standards beyond the limits established in Chapter 173-201A WAC, except as authorized by this WQC Order.

   - Justification - This condition ensures compliance with water quality standards to protect surface waters of the state. Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

2. For in-water activities within fresh waters (including wetlands) turbidity shall not exceed 5 NTU over background turbidity when the background is 50 NTU or less; or a 10 percent increase in turbidity when the background turbidity is more than 50 NTU.

   - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

3. This WQC Order does not authorize the Project Proponent to exceed applicable turbidity standards beyond the limits established in Chapter 173-201A WAC as set forth below, unless otherwise authorized in this WQC Order:

   a. Temporary area of mixing for turbidity established within the state water quality standards for fresh waters (WAC 173-201A-200) is as follows:

      01. For waters up to 10 cfs flow at the time of construction, the point of compliance shall be one hundred feet downstream from the activity causing the turbidity exceedance.

      02. For waters above 10 cfs up to 100 cfs flow at the time of construction, the point of compliance shall be two hundred feet downstream of the activity causing the turbidity exceedance.

      03. For waters above 100 cfs flow at the time of construction, the point of compliance shall be three hundred feet downstream of the activity causing the turbidity exceedance.

      04. For projects working within or along lakes, ponds, wetlands, or other non-flowing waters, the point of compliance shall be at a radius of one hundred fifty feet from the activity causing the turbidity exceedance.

- Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

4. The Project Proponent shall ensure that all submerged aquatic vegetation (SAV) is protected from any turbidity plume caused by project activities. Water quality standards shall be met at the edge of the SAV. Water quality monitoring shall occur at the edge of SAV unless SAV is at a distance greater than 300 feet down current from the project acidity. The water quality monitoring and protection plan shall be revised to include monitoring at the edge of the SAV, unless the SAV is greater than 300 feet from the activity.

   - Justification - This condition is necessary to ensure that the monitoring and BMPs that are proposed by the Project Proponent and authorized by Ecology are conducted to protect water quality. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

5. The Project Proponent shall conduct water quality monitoring as described in the approved Miller Sands – Rice Island Pile-Dike Repair Water Quality Monitoring and Protection Plan (Plan) and identified in Table 1. Any revisions to the Plan shall be submitted to Ecology's Federal Permit Manager (per Condition A.2 of this Order) **for review** at least 15 days prior to beginning any work covered by this WQC Order.

   - Justification - This condition is necessary to ensure that the monitoring and BMPs that are proposed by the Project Proponent and authorized by Ecology are conducted to protect water quality. Ecology must protect waters of the state from all discharges, including potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

6. Visible turbidity plumes anywhere beyond the temporary area of mixing (point of compliance) from the activity shall be considered an exceedance of the standard. If water quality exceedances for turbidity are observed outside the point of compliance, work shall cease immediately. The Project Proponent or the contractor shall assess the cause of the water quality problem and take immediate action to stop, contain, and correct the problem and prevent further water quality turbidity exceedances.

   - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

7. Monitoring results shall be submitted monthly to Ecology's Federal Permit Manager, per condition A.2.

- Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

8. Ecology may ask the Project Proponent to provide mitigation and/or additional monitoring if the monitoring results indicate that the water quality standards have not been met. Ecology will use its discretionary authority to require this information if necessary.

   - Justification - Proving monitoring data upon request will assist Ecology in working with the Project Proponent to keep the proposed project in compliance with state water quality standards. Ecology must protect waters of the state from all discharges, including potential discharges, of pollution and ensure that aquatic life and beneficial uses are protected.

D. Construction

General Conditions

1. All work in and near waters of the state shall be conducted to minimize turbidity, erosion, and other water quality impacts. Construction Best Management Practices (BMPs) suitable to prevent exceedances of state water quality standards shall be in place before starting any in-water work and shall be maintained throughout the duration of the in-water activity.

   - Justification - Disturbed areas without appropriate BMPs and construction methods can discharge excess sediment to waters of the state and degrade water quality. Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

2. The Project Proponent shall avoid and minimize disturbance of submerged aquatic vegetation during in-water activities.

   - Justification - Vegetation removal or disturbance can contribute to erosion and turbidity issues. Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

3. All debris, excess sediment, and other solid waste material shall be properly managed and disposed of in an upland disposal site approved by the appropriate regulatory authority.

   - Justification - Ecology must be assured that the Project Proponent is managing and disposing of material to protect waters of the state from all discharges, including potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

4. The Project Proponent shall ensure that fill (stone, rock, gravel, or other material) placed for the proposed project is clean and suitable for in-water placement.

    - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

Equipment and Maintenance

5. Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent spills into state waters.

    - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

6. Barges shall not be allowed to ground out during in-water construction.

    - Justification - This condition is necessary to protect shallow water habitat and prevent suspension of sediment during grounding and refloating. Ecology must protect waters of the state from all discharges, including potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

7. Barges shall be kept free of material that could be blown into water.

    - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

8. Discharge of untreated return water from the barge(s) into waters of the state is prohibited.

    - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

9. The Project Proponent must take measures to ensure that no structural material from the removal the degraded pile dikes enters or remains within waters of the state.

    - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

10. All excavated sediment shall be disposed upland in an approved disposal site, unless otherwise authorized by this WQC Order.

- Justification - Ecology must be assured that the Project Proponent is managing and disposing of sediment in a manner that protects water quality and beneficial uses.

11. Placement of enrockment material (stone, rock, etc.) shall be conducted in a controlled manner, in compliance with water quality standards for turbidity.

    - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

Pile Dike Removal or Removal of Creosote Piles

12. Pile removal, handling, and disposal shall follow the Environmental Protection Agency (EPA) Region 10 Best Management Practices for Piling Removal and Placement in Washington State, dated February 18, 2016.

    - Justification- Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

13. Piles removed from the substrate shall be moved immediately from the water to the upland or onto a barge.

    - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

14. The pile shall not be shaken, hosed off, left hanging to drip or used in any other action intended to clean or remove adhering material from the pile over waters of the state.

    - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

15. If pile removal fails, the pile stub must be cut at least 2 feet below mudline. The location (latitude and longitude) of all cut pilings shall be reported to Ecology within 2 months of removal of all piles.

    - Justification- This condition is necessary because pile stubs can potentially release associated creosote if exposed, and stubs at the surface can result in localized erosion that leads to further exposure of the stubs. Ecology must protect waters of the state from all discharges, including potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

16. All collected excavated piles and debris shall be disposed upland in an approved disposal site.

    - Justification - Ecology must be assured that the Project Proponent is managing and disposing of piles and debris to protect water quality and beneficial uses.

17. If a barge is used to remove piles, the work surface on the barge deck shall include containment for piles and any liquid or sediment removed along with the pile during pulling of the piling.

    - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

18. Sediments spilled on work surfaces shall be contained and disposed of with the pile debris at an approved upland disposal site.

    - Justification - Ecology must be assured that the Project Proponent is managing and disposing of sediment to protect water quality and beneficial uses.

19. Water left in the containment on the barge shall not be discharged into waters of the state.

    - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

20. Protective measures to isolate and remove contaminated sediment shall be implemented per the EPA Region 10 Best Management Practices for Piling Removal and Placement in Washington State, dated February 18, 2016. Contaminated sediment shall be managed and disposed of in accordance with federal and state regulations.

    - Justification - Ecology must be assured that the Project Proponent is managing and disposing of sediment to protect water quality and beneficial uses.

21. After completing the pile dike removal and enrockment enhancements, the Project Proponent shall submit to Ecology (see A.2) a final project report documenting site conditions. The report must:

    a. Be submitted within 90 days of completing the project.

    b. Include the information listed in Attachment A (Information Required for Final Project Report).

- Justification - This condition is necessary to ensure the project was implemented per the approved plans and serves as a baseline for monitoring on-site performance and future repairs or enhancements.

E. Emergency/Contingency Measures

1. The Project Proponent shall develop and implement a spill prevention and containment plan for all aspects of this project.

   - Justification - Ecology must ensure that the Project Proponent has a plan to prevent pollution from entering waterways. Ecology must protect waters of the state from all discharges, including potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

2. The Project Proponent shall have adequate and appropriate spill response and cleanup materials available on site to respond to any release of petroleum products or any other material into waters of the state.

   - Justification - Ecology must have assurance in the WQC Order that the Project Proponent has the material readily available to address any spills that might occur to protect waters of the state. Ecology must protect waters of the state from all discharges, including potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

3. Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent spills into state waters.

   - Justification - Ecology must protect waters of the state from all discharges, including potential discharges, of pollution that can affect water quality to protect aquatic life and beneficial uses.

4. Work causing distressed or dying fish and discharges of oil, fuel, or chemicals into state waters or onto land with a potential for entry into state waters <u>is prohibited</u>. If such work, conditions, or discharges occur, the Project Proponent shall notify Ecology's Federal Permit Manager, per condition A2, and immediately take the following actions:

   a. Cease operations at the location of the non-compliance.

   b. Assess the cause of the water quality problem and take appropriate measures to correct the problem and prevent further environmental damage.

   c. In the event of a discharge of oil, fuel, or chemicals into state waters, or onto land with a potential for entry into state waters, containment and cleanup efforts shall begin

immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of any spilled material and used cleanup materials.

d. Immediately notify Ecology's Regional Spill Response Office and the Washington State Department of Fish and Wildlife with the nature and details of the problem, any actions taken to correct the problem, and any proposed changes in operation to prevent further problems.

e. Immediately notify the National Response Center at 1-800-424-8802, for actual spills to water only.

- Justification - This condition is necessary to prevent oil and hazardous materials spills from causing environmental damage and to ensure compliance with water quality requirements. The sooner a spill is reported, the quicker it can be addressed, resulting in less harm. Ecology must protect waters of the state from all discharges, including potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

Your right to appeal

You have a right to appeal this Order to the Pollution Control Hearings Board (PCHB) within 30 days of the date of receipt. The appeal process is governed by Chapter 43.21B RCW and Chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2).

To appeal, you must do all of the following within 30 days of the date of receipt of this Order:

- File your notice of appeal and a copy of this Order with the PCHB (see filing information below). "Filing" means actual receipt by the PCHB during regular business hours as defined in WAC 371-08-305 and -335. "Notice of appeal" is defined in WAC 371-08-340.
- Serve a copy of your notice of appeal and this Order on the Department of Ecology by mail, in person, or by email (see addresses below).

You must also comply with other applicable requirements in Chapters 43.21B RCW and 371-08 WAC.

Address and Location Information

Filing with the PCHB

For the most current information regarding filing with the PCHB, visit: https://eluho.wa.gov/ or call: 360-664-9160.

Service on Ecology

Street Address:

Department of Ecology
Attn: Appeals Processing Desk
300 Desmond Drive SE
Lacey, WA 98503

Mailing Address:

Department of Ecology
Attn: Appeals Processing Desk
PO Box 47608
Olympia, WA 98504-7608

E-Mail Address:

ecologyappeals@ecy.wa.gov

Americans with Disabilities Act Information

Accommodation Requests

To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6831 or visit https://ecology.wa.gov/accessibility. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.

Contact Information

Please direct all questions about this WQC Order to:

Jessica Hausman
Department of Ecology
(564) 669-9873
jessica.hausman@ecy.wa.gov

More Information

- **Pollution Control Hearings Board Website**
  https://eluho.wa.gov

- **Chapter 43.21B RCW - Environmental and Land Use Hearings Office – Pollution Control Hearings Board**
  http://app.leg.wa.gov/RCW/default.aspx?cite=43.21B

- **Chapter 371-08 WAC – Practice and Procedure**
  http://app.leg.wa.gov/WAC/default.aspx?cite=371-08

- **Chapter 34.05 RCW – Administrative Procedure Act**
  http://app.leg.wa.gov/RCW/default.aspx?cite=34.05

- **Chapter 90.48 RCW – Water Pollution Control**
  http://app.leg.wa.gov/RCW/default.aspx?cite=90.48

- **Chapter 173.204 WAC – Sediment Management Standards**
  http://apps.leg.wa.gov/WAC/default.aspx?cite=173-204

- **Chapter 173-200 WAC – Water Quality Standards for Ground Waters of the State of Washington**
  http://apps.leg.wa.gov/WAC/default.aspx?cite=173-200

- **Chapter 173-201A WAC – Water Quality Standards for Surface Waters of the State of Washington**
  http://apps.leg.wa.gov/WAC/default.aspx?cite=173-201A

Signature

Dated this 15th day of June 2026 at the Department of Ecology, Lacey Washington.

Loree' Randall, Section Manager
Aquatic Permitting & Protection Section
Shorelands and Environmental Assistance Program

Attachment A

Information Required for Final Project Report

Miller Sands – Rice Island Pile Dike Repairs

Ecology Order No. 24405

Ecology requires the following information for a final project report submitted under this WQC Order. Ecology will also accept documentation that may be required by other agencies (i.e. as-built report, etc.), if all the information below is included.

Background Information

1. Project name.
2. Ecology WQC Order number.
3. Name and contact information of the person preparing the report.
4. Date the report was produced.

Project Information

5. Brief description of the **final** project with any changes from the approved plans made during construction. Include:
   a. Final cubic yards of material placed for enrockment enhancements
   b. Number of piles removed, including number and location of piles cut for removal
   c. Vegetation coverage estimates and photographs
   d. Final site plan, including placement of enrockment structure and steel marker piles. The site plan(s) should reflect on-the-ground conditions after the site work is completed, including the month and year when each plan was produced or revised.
   e. Any photos must be dated and clearly indicate the direction from which each photo was taken.
6. Description of any problems encountered, and solutions implemented (with reasons for changes) during project implementation.
7. List of any follow-up actions needed, with a schedule.

MILLER SANDS – RICE ISLAND PILE-DIKE REPAIR

Water Quality Monitoring and Protection Plan

In-Water Work Windows

The state of Washington has recommended an in-water work window (IWW) in this area of the Columbia River of November 1 through February 28. Pile placement/removal and rock dumping would occur during the IWW. Debris removal and rock placement below the water surface (i.e., not dumped) would occur September through February. Pile driving work would start no sooner than 30 minutes after sunrise and would stop no later than 30 minutes before sunset.

Best Management Practices

The construction contractors would be required to conduct construction activities using best management practices (BMPs) for in-water and land-based work. The Corps is requesting Nationwide 401 Water Quality Certification (WQC) from Washington Department of Ecology (DOE) and will follow all the required conditions. Some BMPs include but are not limited to:

- Fueling and lubrication of equipment will be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil will be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. BMPs will be employed in order to prevent petroleum products, chemicals, or other deleterious waste materials from entering waters. Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., will undergo frequent inspection for drips or leaks, and shall be maintained in order to prevent spills into waters.
- To avoid the need for emergency response a USACE Government Quality Assurance Representative will be on-site or available by phone at all times throughout construction. Emergency erosion/pollution control equipment and best management practices will be on site at all times; USACE staff will conduct inspections and ensure that hazardous material containment booms and spill containment booms are available and accessible to facilitate the cleanup of hazardous material spills, if necessary.
- Construction waste material used or stored will be confined, removed, and disposed of properly.
- A description of spill containment and control procedures will be on-site.
- BMPs to minimize and monitor turbidity will be implemented (see below).

Noise Impact Reduction

The Corps is seeking Incidental Harassment Authorization for noise impacts to marine mammals, and compliance with the Marine Mammal Protection Act.

Mitigation for noise impacts associated with pile driving activities in order to reduce injury include:

- A soft-start procedure for pile installation will be used in order to provide a warning and/or give animals in close proximity to pile driving a chance to leave the area prior to a pile driver operating at full capacity thereby, exposing fewer animals to loud underwater and airborne sounds. A soft start procedure will be used at the beginning of

each day when in-water pile driving or any time pile driving has ceased for more than 30 minutes.

- Marine mammal monitors will be present during pile driving activities. Monitors will shut down work if needed to avoid take of marine mammals.

These or similar mitigation measures could be employed order to reduce the amount and severity of adverse impacts on pinnipeds, marine mammals, and fish.

Water Quality Monitoring

The Corps will require contractors to perform water quality monitoring, as required by the 401 WQC approved by Washington DOE, as well as any additional requirements that Washington Department of Ecology may require.

Turbidity Monitoring

Turbidity monitoring will be performed by Corps contractors. The following are anticipated requirements from the Washington WQC that Corps/contractors will follow.

a. Monitoring: Turbidity monitoring must be conducted and recorded as described below. Monitoring must occur at two-hour intervals each day during daylight hours when in-water work is being conducted. A properly calibrated turbidimeter is required unless another monitoring method is proposed and authorized by DEQ.

i. Representative Background Point: The Applicant must take and record a turbidity measurement every two hours during in-water work at an undisturbed area. A background location shall be established at a representative location approximately 100 feet upcurrent of the in-water activity unless otherwise authorized by DEQ. The background turbidity, location, date, tidal stage (if applicable) and time must be recorded immediately prior to monitoring downcurrent at the compliance point described below.

ii. Compliance Point: The must monitor every two hours. A compliance location shall be established at a representative location approximately 100 feet downcurrent from the disturbance at approximately mid-depth of the waterbody and within any visible plume. The turbidity, location, date, tidal stage (if applicable) and time must be recorded for each measurement.

b. Compliance: The Applicant must compare turbidity monitoring results from the compliance points to the representative background levels taken during each two - hour monitoring interval. Pursuant to OAR 340-041-0036, short term exceedances of the turbidity water quality standard are allowed as follows:

MONITORING WITH A TURBIDIMETER EVERY 2 HOURS

TURBIDITY LEVEL	Restrictions to Duration of Activity
0 to 4 NTU above background	No Restrictions
5 to 29 NTU above background	Work may continue maximum of 4 hours. If turbidity remains 5-29 NTU above background, stop work and modify BMPs. Work may resume when NTU is 0-5 above background.
30 to 49 NTU above background	Work may continue maximum of 2 hours. If turbidity remains 30-49 NTU above background, stop work and modify BMPs. Work may resume when NTU is 0-5 above background.
50 NTU or more above background	Stop work immediately and inform DOE.

c. Reporting: The Applicant must record all turbidity monitoring required by subsections (a) and (b) above in daily logs. The daily logs must include calibration documentation; background NTUs; compliance point NTUs; comparison of the points in NTUs; location; date; time; and tidal stage (if applicable) for each reading. Additionally, a narrative must be prepared discussing all exceedances with subsequent monitoring, actions taken, and the effectiveness of the actions. Applicant must make available copies of daily logs for turbidity monitoring to DEQ, USACE, NMFS, USFWS, and ODFW upon request.

d: BMPs to Minimize In-stream Turbidity: The Applicant must implement the following BMPs, unless otherwise accepted by DOE:

i. Sequence/Phasing of Work - The Applicant must schedule work activities so as to minimize in-water disturbance and duration of in-water disturbances;

ii. Bucket control - All in-stream digging passes by excavation machinery and placement of fill in-stream using a bucket must be completed so as to minimize turbidity. All practicable techniques such as employing an experienced equipment operator, not dumping partial or full buckets of material back into the wetted stream, adjusting the volume, speed, or both of the load, or using a closed-lipped environmental bucket must be implemented;

iii. The Applicant must limit the number and location of stream-crossing events. Establish temporary crossing sites as necessary in the least sensitive areas and amend these crossing sites with clean gravel or other temporary methods as appropriate;

iv. Machinery may not be driven into the flowing channel, unless authorized by DEQ;

iv. Excavated material must be placed so that it is isolated from the water edge or wetlands, and not placed where it could re-enter waters of the state uncontrolled.

US Army Corps of Engineers ®
Portland District

SIPD TEST PILE PROGRAM
Summary Report

Test Results Memorandum
January 2021

References

All References available upon request:

(Cornforth 2019) Estimation of Existing Enrockment Thicknesses

(Duwamish 2020b) DRAFT 31 62 16.16 25-6 Pile Driving Records

(HDR 2019) Constructability Assessment Report - Draft

(RMDT 2020) DRAFT 31 62 14.00 25-3 Dynamic Testing Reports

(RMDT 2021) PPM & DS, Hydroacoustic Monitoring Report, USACE MCR Sand Island Test Piles, RMDT, Jan. 18 2021

(USACE 2019) Test Pile Plans and Specifications

(USACE 2020a) Design Documentation Report (DDR) – 90%

(Hamer 2020) Environmental Monitoring Reports

USACE 2018 and 2020, Hydro-Survey Data

Attachments

Attachment A (RMDT 2020) DRAFT 31 62 14.00 25-3 Dynamic Testing Reports

SECTION 1 - TEST PROGRAM SUMMARY

1.1 SUMMARY

Confirmation of general assumptions was achieved. The design team estimated that subsurface material to be a medium dense sand to silty sand below the enrockment. This was confirmed by the penetration depths and driving stresses measured through the pile driving analyzer during the test program. The PDT estimated the enrockment thickness based on the most recent bathymetry data and the historical as-built drawings. The estimated rock thicknesses were shown to be accurate, without large differences. The test program was developed under the assumption that piles could be driven, pulled, and re-driven for a different test multiple times, which was shown to be a valid assumption for a majority of the piles. It was confirmed that 24-inch steel pipe piles with ½-inch wall thickness can be driven through enrockment up to at least 21 feet.

Generally, the pile driving through the enrockment was successful for each pile tip configuration, with only two piles being damaged due to driving. Both damaged piles were driven through rock greater than 15 feet and had ring shoes on them, which is the preferred tip because they are generally easier to drive than the displacement piles. The dynamic testing report suggests that hard-driving (maximum driving stresses) was not met by either the open-end or closed-end tips and using open-end shoes could add risk of being damaged. It appears that closed-end piles offer less risk of damage during driving but may increase risk of tip deflection (“walking”).

Lateral and plumbness tolerances, 6” and within 2% of plumb, were difficult to achieve. Various challenges related to the conditions of the project and contractor’s approach to the test program resulted in out of plumb and offset pile installations. In four instances, the piles were unsuccessfully driven due to being so far out of plumb that the installation team could not continue driving them safely. In each of these four cases, the estimated thickness of rock was greater than 15 feet. All successfully driven piles were within 2’ of their intended location and within 10% of being plumb, which maintains the hydraulic function of the intended piles.

The results of the test program execution can be found int Table 1-2.

ID	Est. Rock Depth (ft)	Tip/ Shoe	Pen. Depth (ft)	Damage	Vibro (ft)	Vibro (min)	Av.Vib min/f	Impact (ft)	Total Blows	Av. BPF	Plug Depth (ft)	Comments
6-1F	0	Open	8	--	8	8	1	--	--	--	3	Likely could go deeper with impact, maybe cause damage with impact?
6-1F	0	Cone	36	--	36	58	2	--	--	--	--	
4-1F	2	Cone	41	No	24	5	1	17	240	15	--	
4-1F	3	Ring	38	No	21	2	1	17	143	12	28	
4-1F	3	Open	38	--	38	6	1	--	--	--	34.5	
4-2F	5	Cone	39	No	21	24	1	18	172	11	--	
4-2F	5	Cone	24	No	24	17	1	--	--	--	--	
6-3F	5	Cone	11	--	11	19	2	--	--	--	--	Wrong location, test was stopped and relocated a different day
6-3F	5	Cone	32	--	32	15	1	--	--	--	--	Likely could go deeper with impact
6-3F	5	Open	36	--	36	12	1	--	--	--	38.5	
6-3F	7	Ring	36	--	36	13	1	--	--	--	32.25	
6-2F	8	Ring	43	No	24	21	1	19	130	7	29	
6-2F	8	Cone	36	No	15	16	1	21	180	9	--	
4-1C	11	Cone	39	--	9	10	1	30	262	9	--	
4-1C	12	Cone	9.5	--	9.5	11	1	--	--	--	--	Likely could go deeper with impact
6-1C	16	Ring	36	No	12	13	1	24	101	5	30	
6-1C	16	Rock	21	No	10	15	2	11	78	8	--	Stopped driving due to plumbness (kicked out of plumb)
6-2C	19	Cone	36	No	11	17	2	25	177	8	--	
4-2C	19	Cone	24	No	16	8	1	8	51	7	--	Stopped driving due to plumbness, out of plumb aroud 15' depth
4-2C	19	Ring	21.5	Yes	20	21	1	1.5	20	10	7	Stopped driving due to plumbness, out of plumb aroud 21'
6-2C	19	Rock	36	No	8	17	2	28	317	12	--	
4-3C	20	Cone	42	No	21	16	1	21	125	6	--	
4-3C	20	Ring	38	No	17	17	1	21	103	5	29	
6-3C	21	Rock	36	No	15	32	2	21	237	12	--	
6-3C	21	Ring	40	No	19	23	1	21	129	7	18	
6-4C	23	Open	16	--	16	20	1	--	--	--	4	Likely could go deeper with impact, maybe cause damage with impact?
6-4C	23	Ring	36	Yes	13	41	3	23	188	9	35	
6-4C	23	Cone	21	No	13	21	2	8	66	9	--	Maybe out of plumb but hammer also close to water
4-4C	24	Rock	42	No	13	56	4	29	216	8	--	
4-4C	24	Cone	41	No	14	21	2	27	181	7	--	
Mean					19	20	1.5	20	156	9		Total of 29 tests

Table 1-1. Test Program Summary Results

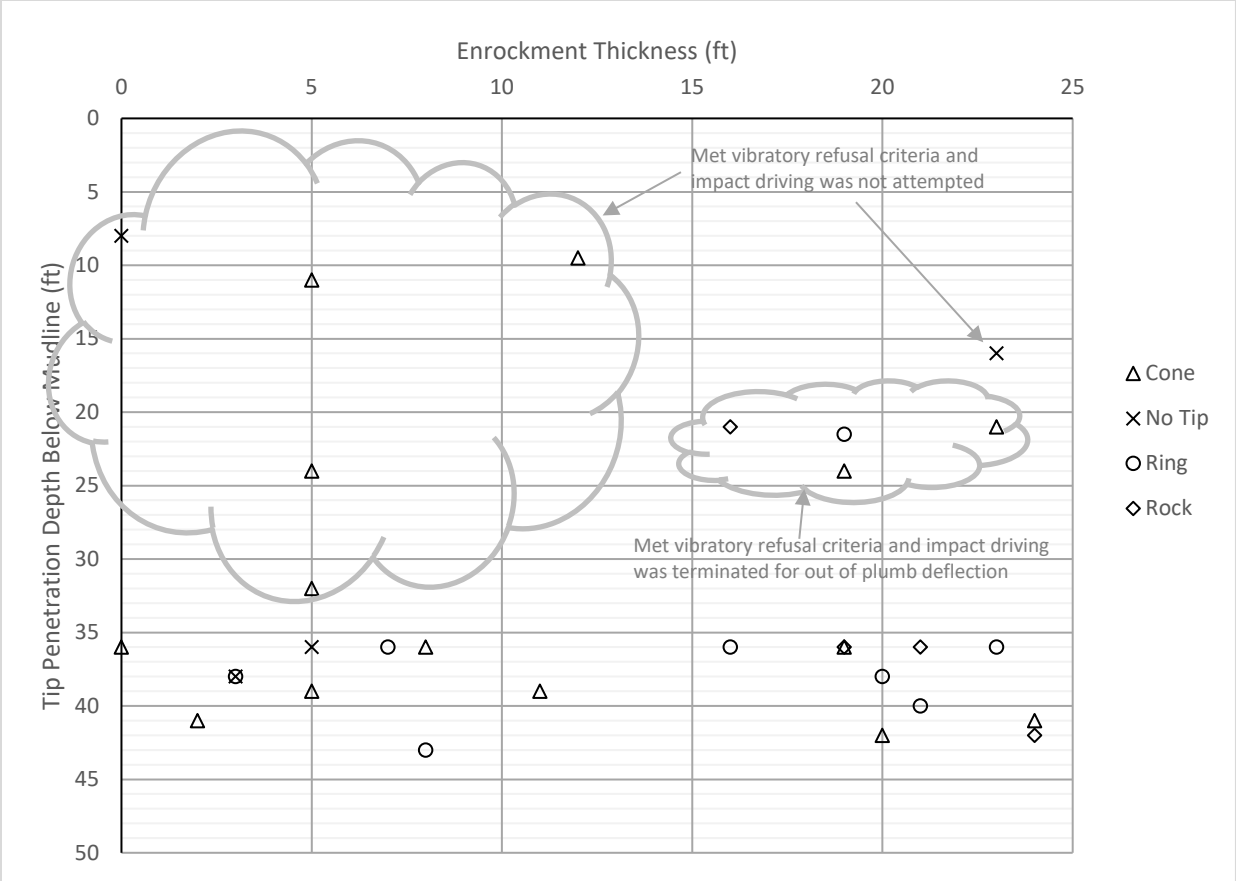


Figure 1-1. Test Results: Tip Depth VS Enrockment Thickness

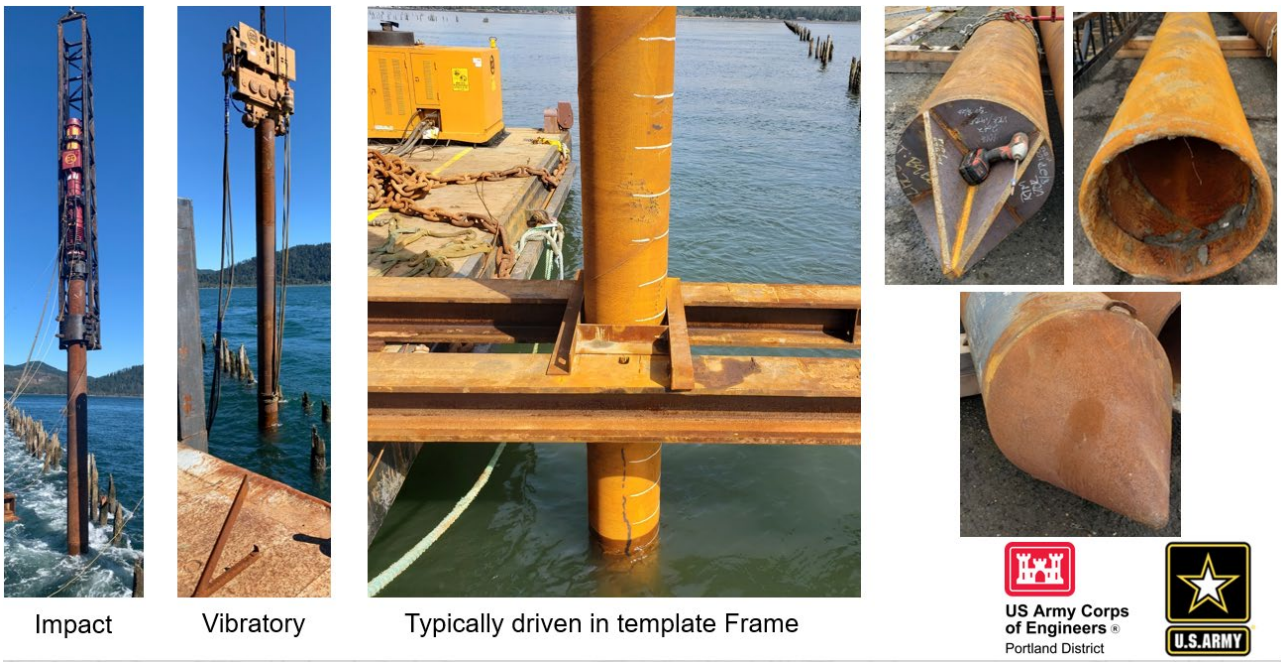


Figure 1-2. Typical Images – Hammers, Frame, Tips

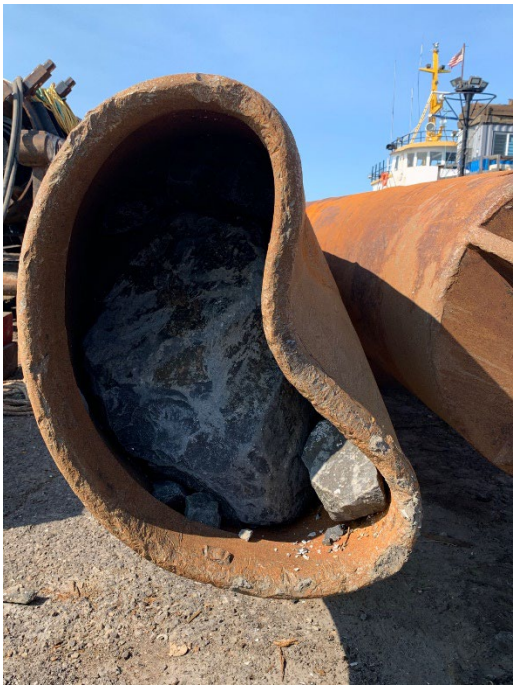


Figure 1-3. Damage Observed (Open-ended ring shoe)

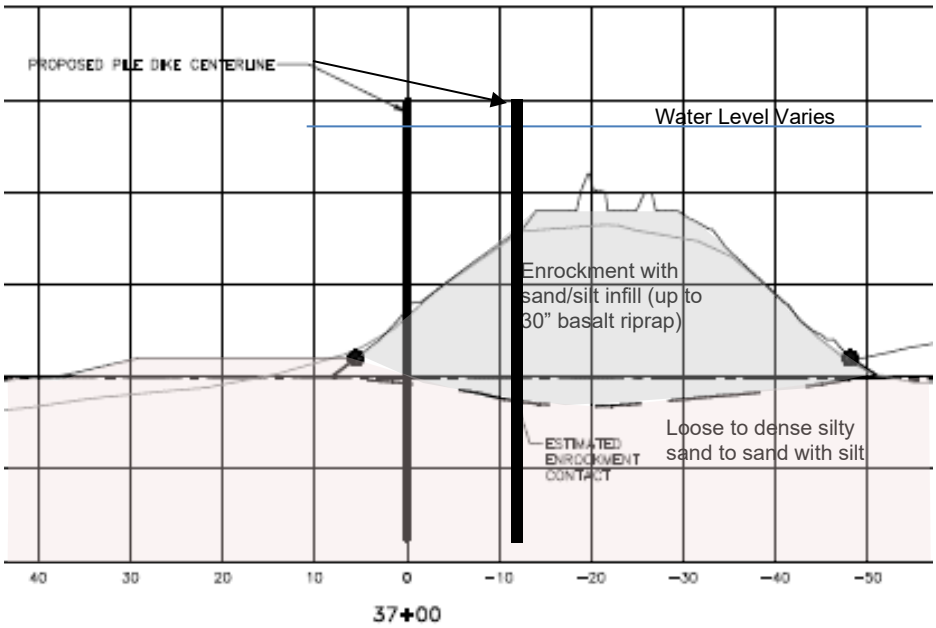


Figure 1-4. Typical Section – Pile Schematic

SPILL EMERGENCY - INITIAL REPORT FORM

1. Reporting Name: _____ Responsible Party: _____

2. Location of Spill (include County, Nearest Town, County, Township, Range, Rivermile)

_____

_____

3. Spill Description (time & date spilled, material involved, quantity)

_____

_____

_____

4. Environmental Impacts: Air? Surface Water? Groundwater? Fish? Wildlife?

_____

_____

5. Reporting	**Tracking No.**	**Date/Time**	**POC**
National Response Center:			
Oregon Emergency Response System:			
Washington Emergency Management:			

6. Incident Action Plan: Strategic Goals (what to do) and Tactical Objectives (who & how)

Strategic Goals	***Tactical Objectives***
a. Perform Hazard Assessment	
b. Establish Site Security	
c. Establish Incident Command	
d. Evacuate Injured or Exposed	
e. Contain the Spill	
f. Control the Spill	
g. Initiate Cleanup	

Construction and Demolition (C&D) Diversion - Disposal Cumulative Report

Project Information

1. Calendar Year Being Reported	2. Contract Number	3. Task Order Number (if any)

4. Project Name/Site Location

5. Contractor Signature	Date	6. PE/COR Signature	Date

C&D Report by Quarter

	Enter data for each destination IN TONS. Attach additional sheets if more room is required. All reports must include landfill tons or provide justification for not supplying data. Likewise, submission of blank forms must be justified (e.g., "no activity for qtr").		Recycled (Note 3)	Composted (Note 4)	Converted (Note 5)	Landfilled (Note 6)	Total Cost (Note 7)
1st QTR (Note 2)	7. Destination						
	8. Destination						
	9. Destination						
		Subtotals	0	0	0	0	$ -
2nd QTR (Note 2)	10. Destination						
	12. Destination						
	13. Destination						
		Subtotals	0	0	0	0	$ -
3rd QTR (Note 2)	15. Destination						
	16. Destination						
	17. Destination						
		Subtotals	0	0	0	0	$ -
4th QTR (Note 2)	19. Destination						
	20. Destination						
	21. Destination						
		Subtotals	0	0	0	0	$ -

Contractors: Submit completed form and supporting information to the COR or Government Project Engineer via RMS Submittal.

PE/COR: Submit to CRAFT POC for data entry.

Notes:

1. C&D materials are those generated by construction, renovation, repair, and demolition activities.
2. Destination is the name of the facility to which C&D materials were transported.
3. Recycled includes materials sent to a recycling facility.
4. Composted includes any vegetational material sent to a recycling/composting facility.
5. Converted includes waste that was converted into an energy use (e.g. waste converted to heat, electricity, or fuel).
6. Landfilled includes any C&D waste that is landfilled or incinerated at a landfill facility.
7. Total costs of all disposal methods.

"General Decision Number: WA20260059 05/18/2026

State: Washington

Construction Types: Heavy

Counties: Washington Counties of
Wahkiakum

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

CARP0096-009 06/01/2025

	Rates	Fringes
MILLWRIGHT	$ 59.35	22.38

CARP0503-022 06/01/2025

	Rates	Fringes
CARPENTER (INCLUDING FORMWORK)	$ 54.69	16.81

ELEC0048-032 01/01/2025

	Rates	Fringes
ELECTRICIAN	$ 63.50	29.73

ENGI0701-013 01/01/2025

	Rates	Fringes

POWER EQUIPMENT OPERATOR: GROUP 6 ASPHALT, PUGMILL (ANY TYPE); ASPHALT, RAKER; ASPHALT, TRUCK MOUNTED ASPHALT SPREADER, WITH SCREED; AUGER OILER; BOATMAN; BOBCAT, SKID STEED (LESS THAN ONE (1) YARD); BROOM, SELF-PROPELLED; COMPRESSOR OPERATOR (ANY POWER) UNDER 1,250 CU. FT. TOTAL CAPACITY; CONCRETE CURING MACHINE (RIDING TYPE); CONCRETE SAW; CONVEYOR OPERATOR OR ASSISTANT; CRANE, TUGGER; CRUSHER FEEDERMAN; CRUSHER OILER; DECKHAND; DRILL, DIRECTIONAL LOCATOR; FORK LIFT; GRADE CHECKER; GUARDRAIL PUNCH OILER; HYDROGRAPHIC SEEDER MACHINE, STRAW, PULP OR SEED; HYDROSTATIC PUMP OPERATOR; MIXER BOX (CTB, DRY BATCH, ETC.); OILER; PLANT OILER; PUMP (ANY POWER); RAIL, BRAKEMAN, SWITCHMAN, MOTORMAN; RAIL, TAMPING MACHINE, MECHANICAL, SELF-PROPELLED; RIGGER; ROLLER GRADING (NOT ASPHALT); TRUCK, CRANE OILER-DRIVER ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF

THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST
AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST
OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF
MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS
LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND
COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN
CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT
PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS
""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL
CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED
IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE,
BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL
SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.
ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES
FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE
IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY
FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING
CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS
PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL
JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE
RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES
SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.
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OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE
RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES
SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..$ 48.09 17.15
POWER EQUIPMENT OPERATOR: GROUP 5 ASPHALT,
EXTRUSION MACHINE; ASPHALT, ROLLER (ANY ASPHALT
MIX); ASPHALT, ROTO-MILL PAVEMENT PROFILER GROUND
MAN; BULLDOZER, TWENTY THOUSAND (20,000) LBS. OR
LESS, OR ONE HUNDRED (100) HORSE OR LESS; CEMENT
PUMP; CHIP SPREADING MACHINE; CHURN DRILL AND EARTH
BORING MACHINE; COMPACTOR, SELF-PROPELLED WITHOUT
BLADE; COMPRESSOR, (ANY POWER) ONE THOUSAND TWO
HUNDRED FIFTY (1,250) CU. FT. AND OVER, TOTAL
CAPACITY; CONCRETE, BATCH PLANT QUALITY CONTROL;
CONCRETE, COMBINATION MIXER AND COMPRESSOR
OPERATOR, GUNITE WORK; CONCRETE, CURB MACHINE,
MECHANICAL BERM, CURB AND/OR CURB AND GUTTER;
CONCRETE, FINISHING MACHINE; CONCRETE, GROUTING
MACHINE; CONCRETE, INTERNAL FULL SLAB VIBRATOR
OPERATOR; CONCRETE, JOINT MACHINE; CONCRETE, MIXER
SINGLE DRUM, ANY CAPACITY; CONCRETE, PAVING MACHINE
EIGHT FOOT (8') OR LESS; CONCRETE, PLANER;
CONCRETE, PUMP; CONCRETE, PUMP TRUCK; CONCRETE,
PUMPCRETE OPERATOR (ANY TYPE); CONCRETE, SLIP FORM
PUMPS, POWER DRIVEN HYDRAULIC LIFTING DEVICE FOR
CONCRETE FORMS; CONVEYORED MATERIAL HAULER; CRANE,
BOOM TRUCK UNDER TWENTY (20) TONS; CRANE, BOOM TYPE
LIFTING DEVICE, FIVE (5) TON CAPACITY OR LESS;
DRILL, DIRECTIONAL TYPE LESS THAN TWENTY THOUSAND
(20,000) LBS. PULLBACK; FORK LIFT, OVER TEN (10)
TON OR ROBOTIC; HELICOPTER HOIST; HOIST OPERATOR,
SINGLE DRUM; HYDRAULIC BACKHOE TRACK TYPE UP TO AND
INCLUDING TWENTY THOUSAND (20,000) LBS.; HYDRAULIC
BACKHOE WHEEL TYPE (ANY MAKE); LASER SCREED;
LOADERS, RUBBER-TIRED TYPE, LESS THAN TWENTY FIVE
THOUSAND (25,000) LBS.; PAVEMENT GRINDER AND/OR
GROOVING MACHINE (RIDING TYPE); PIPE, CAST IN PLACE
PIPE LAYING MACHINE; PULVA-MIXER OR SIMILAR TYPES;
PUMP OPERATOR, MORE THAN FIVE (5) PUMPS (ANY SIZE);
RAIL, BALLAST COMPACTOR, REGULATOR, OR TAMPER

MACHINES; SERVICE OILER (GREASER); SWEEPER SELF-PROPELLED; TRACTOR, RUBBER-TIRED, FIFTY (50) HP FLYWHEEL AND UNDER; TRENCHING MACHINE OPERATOR, MAXIMUM DIGGING CAPACITY THREE FOOT (3') DEPTH; TUNNEL, LOCOMOTIVE, DINKEY; TUNNEL, POWER JUMBO SETTING SLIP FORMS, ETC. ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00

FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.

FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.....$ 51.31 17.15

POWER EQUIPMENT OPERATOR: GROUP 4 ASPHALT, SCREED; ASPHALT PAVER; ASPHALT ROTO-MILL, PAVEMENT PROFILER, UNDER EIGHT FOOT (8') LATERAL CUT; ASPHALT, MATERIAL TRANSFER VEHICLE OPERATOR; BACK FILLING MACHINE; BACKHOE, ROBOTIC, TRACK AND WHEEL TYPE UP TO AND INCLUDING TWENTY THOUSAND (20,000) LBS. WITH ANY ATTACHMENTS; BLADE (ANY TYPE); BOATMAN; BORING MACHINE; BULLDOZER OVER TWENTY THOUSAND (20,000) LBS. AND MORE THAN ONE HUNDRED (100) HORSE UP TO SEVENTY THOUSAND (70,000) LBS.; CABLE-PLOW (ANY TYPE); CABLEWAY UP TO TWENTY FIVE (25) TON; CAT DRILL (JOHN HENRY); CHIPPERS; COMPACTOR, MULTI-ENGINE; COMPACTOR, ROBOTIC; COMPACTOR WITH BLADE SELF-PROPELLED; CONCRETE, BREAKER; CONCRETE, GROUT PLANT; CONCRETE, MIXER MOBILE; CONCRETE, PAVING ROAD MIXER; CONCRETE, REINFORCED TANK BANDING MACHINE; CRANE, BOOM TRUCK TWENTY (20) TON AND UNDER FIFTY (50) TON; CRANE, BRIDGE LOCOMOTIVE, GANTRY AND OVERHEAD; CRANE, CARRY DECK; CRANE, CHICAGO BOOM AND SIMILAR TYPES; CRANE, DERRICK OPERATOR, UNDER ONE HUNDRED (100) TON; CRANE, FLOATING CLAMSHELL, DRAGLINE, ETC. OPERATOR, UNDER THREE (3) CU. YDS. OR LESS THAN

THIRTY (30) TON; CRANE, UNDER FIFTY (50) TON; CRANE, QUICK TOWER UNDER ONE HUNDRED FOOT (100') IN HEIGHT AND LESS THAN ONE HUNDRED FIFTY FOOT (150') JIB (ON RAIL INCLUDED); DIESEL-ELECTRIC ENGINEER (PLANT OR FLOATING); DIRECTIONAL DRILL OVER TWENTY THOUSAND (20,000) LBS. PULLBACK; DRILL CAT OPERATOR; DRILL DOCTOR AND/OR BIT GRINDER; DRILLER, PERCUSSION, DIAMOND, CORE, CABLE, ROTARY AND SIMILAR TYPE; EXCAVATOR OPERATOR OVER TWENTY THOUSAND (20,000) LBS. THROUGH EIGHTY THOUSAND (80,000) LBS.; GENERATOR OPERATOR; GRADE-ALL; GUARDRAIL MACHINES, I.E. PUNCH, AUGER, ETC.; HAMMER OPERATOR (PILEDRIVER); HOIST, STIFF LEG, GUY DERRICK OR SIMILAR TYPE, FIFTY (50) TON AND OVER; HOIST, TWO (2) DRUMS OR MORE; HYDRO AXE (LOADER MOUNTED OR SIMILAR TYPE); JACK OPERATOR, ELEVATING BARGES, BARGE OPERATOR, SELF-UNLOADING; LOADER OPERATOR, FRONT END AND OVERHEAD, TWENTY FIVE THOUSAND (25,000) LBS. AND LESS THAN SIXTY THOUSAND (60,000) LBS.; LOG SKIDDERS; PILEDRIVER OPERATOR (NOT CRANE TYPE); PIPE, BENDING, CLEANING, DOPING AND WRAPPING MACHINES; RAIL, BALLAST TAMPER MULTI-PURPOSE; RUBBER-TIRED DOZERS AND PUSHERS; SCRAPER, ALL TYPES; SIDE-BOOM; SKIP LOADER, DRAG BOX; STRUMP GRINDER (LOADER MOUNTED OR SIMILAR TYPE); SURFACE HEATER AND PLANER; TRACTOR, RUBBER-TIRED, OVER FIFTY (50) HP FLYWHEEL; TRENCHING MACHINE THREE FOOT (3') DEPTH AND DEEPER; TUB GRINDER (USED FOR WOOD DEBRIS); TUNNEL BORING MACHINE MECHANIC; TUNNEL, MUCKING MACHINE; ULTRA HIGH PRESSURE WATER JET CUTTING TOOL SYSTEM OPERATOR; VACUUM BLASTING MACHINE OPERATOR; WATER PULLS, WATER WAGONS ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00

FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.

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ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.....$ 52.55 17.15

POWER EQUIPMENT OPERATOR: GROUP 3 BULLDOZER, OVER SEVENTY THOUSAND (70,000) LBS. UP TO AND INCLUDING ONE HUNDRED TWENTY THOUSAND (120,000) LBS.; CRANE, BOOM TRUCK FIFTY (50) TON AND OVER WITH LESS THAN ONE HUNDRED FIFTY FOOT (150') BOOM; CRANE, FIFTY (50) TON THROUGH EIGHTY NINE (89) TON WITH ONE HUNDRED FIFTY FOOT (150') BOOM OR LESS (INCLUDING JIB INSERTS AND/OR ATTACHMENTS); CRANE, SHOVEL, DRAGLINE OR CLAMSHELL THREE (3) CU. YDS. BUT LESS THAN FIVE (5) CU. YDS.; EXCAVATOR OVER EIGHTY THOUSAND (80,000) LBS. THROUGH ONE HUNDRED THIRTY THOUSAND (130,000) LBS.; LOADER SIXTY THOUSAND (60,000) LBS. AND LESS THAN ONE HUNDRED TWENTY THOUSAND (120,000) LBS. ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00

FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.

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ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.....$ 55.88 17.15

POWER EQUIPMENT OPERATOR: GROUP 2 ASPHALT PLANT (ANY TYPE); ASPHALT ROTO-MILL, PAVEMENT PROFILER EIGHT FOOT (8') LATERAL CUT AND OVER; AUTO GRADER OR ""TRIMMER""; BLADE, ROBOTIC; BULLDOZER, ROBOTIC EQUIPMENT (ANY TYPE); BULLDOZER, OVER ONE HUNDRED TWENTY THOUSAND (120,000) LBS. AND ABOVE; CONCRETE BATCH PLANT AND/OR WET MIX ONE (1) AND TWO (2) DRUM; CONCRETE DIAMOND HEAD PROFILER; CANAL TRIMMER; CONCRETE, AUTOMATIC SLIP FORM PAVER (ASSISTANT TO THE OPERATOR REQUIRED); CRANE, BOOM TRUCK FIFTY (50) TON AND WITH OVER ONE HUNDRED

FIFTY FOOT (150') BOOM AND OVER; CRANE, FLOATING (DERRICK BARGE) THIRTY (30) TON BUT LESS THAN ONE HUNDRED FIFTY (150) TON; CRANE, CABLEWAY TWENTY-FIVE (25) TON AND OVER; CRANE, FLOATING CLAMSHELL THREE (3) CU. YDS. AND OVER; CRANE, NINETY (90) TON THROUGH ONE HUNDRED NINETY NINE (199) TON UP TO AND INCLUDING TWO HUNDRED FOOT (200') OF BOOM (INCLUDING JIB INSERTS AND/OR ATTACHMENTS); CRANE, FIFTY (50) TON THROUGH EIGHTY NINE (89) TON WITH OVER ONE HUNDRED FIFTY FOOT (150') BOOM (INCLUDING JIB INSERTS AND/OR ATTACHMENTS); CRANE, WHIRLEY UNDER NINETY (90) TON; CRUSHER PLANT; EXCAVATOR OVER ONE HUNDRED THIRTY THOUSAND (130,000) LBS.; LOADER ONE HUNDRED TWENTY THOUSAND (120,000) LBS. AND ABOVE; REMOTE CONTROLLED EARTH MOVING EQUIPMENT; SHOVEL, DRAGLINE, CLAMSHELL, FIVE (5) CU. YDS. AND OVER; UNDERWATER EQUIPMENT REMOTE OR OTHERWISE, WHEN USED IN CONSTRUCTION WORK; WHEEL EXCAVATOR ANY SIZE
ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.
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ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..$ 57.03 17.15
POWER EQUIPMENT OPERATOR: GROUP 1B CRANE, THREE HUNDRED (300) TON THROUGH THREE HUNDRED NINETY NINE (399) TON, WITH OVER TWO HUNDRED FOOT (200') BOOM (INCLUDING JIB, INSERTS AND/OR ATTACHMENTS); FLOATING CRANE, THREE HUNDRED FIFTY (350) TON AND OVER; CRANE, FOUR HUNDRED (400) TON AND OVER
ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK;

AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS
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OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE
RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES
SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..$ 63.26 17.15
POWER EQUIPMENT OPERATOR: GROUP 1A CRANE, FLOATING
TWO HUNDRED FIFTY (250) TON AND OVER; CRANE, TWO
HUNDRED (200) TON THROUGH TWO HUNDRED NINETY NINE
(299) TON, WITH OVER TWO HUNDRED FOOT (200') BOOM
(INCLUDING JIB, INSERTS AND/OR ATTACHMENTS); CRANE,
THREE HUNDRED (300) TON THROUGH THREE HUNDRED
NINETY NINE (399) TON; CRANE, TOWER CRANE WITH OVER
ONE HUNDRED SEVENTY FIVE FOOT (175') TOWER OR OVER
TWO HUNDRED FOOT (200') JIB; CRANE, TOWER CRANE ON
RAIL SYSTEM OR 2ND TOWER OR MORE IN WORK RADIUS
ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 -
$3.00 ZONE 3 - $6.00 FOR THE FOLLOWING
METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS;
MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK;
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IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY

FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..$ 61.10 17.15

POWER EQUIPMENT OPERATOR: GROUP 1 CONCRETE BATCH PLAN AND OR WET MIX THREE (3) UNITS OR MORE; CRANE, FLOATING ONE HUNDRED AND FIFTY (150) TON BUT LESS THAN TWO HUNDRED AND FIFTY (250) TON; CRANE, TWO HUNDRED (200) TON THROUGH TWO HUNDRED NINETY NINE (299) TON WITH TWO HUNDRED FOOT (200') BOOM OR LESS (INCLUDING JIB, INSERTS AND/OR ATTACHMENTS); CRANE, NINETY (90) TON THROUGH ONE HUNDRED NINETY NINE (199) TON WITH OVER TWO HUNDRED (200') BOOM INCLUDING JIB, INSERTS AND/OR ATTACHMENTS); CRANE, TOWER CRANE WITH ONE HUNDRED SEVENTY FIVE FOOT (175') TOWER OR LESS AND WITH LESS THAN TWO HUNDRED FOOT (200') JIB; CRANE, WHIRLEY NINETY (90) TON AND OVER; HELICOPTER WHEN USED IN ERECTING WORK ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.

.....$ 58.94 17.15

IRON0029-009 07/07/2025

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL)	$ 48.31	34.52

LABO0335-027 06/01/2025

	Rates	Fringes
LABORER: GROUP 6 GRADE CHECKER; PIPELAYER	$ 46.08	15.60
LABORER: GROUP 4 MASON TENDER-CEMENT/CONCRETE; CHIPPING GUNS	$ 44.90	15.60
LABORER: GROUP 3 COMMON OR GENERAL; MASON TENDER BRICK	$ 44.06	15.60
LABORER: GROUP 2 FLAGGER	$ 40.56	15.60

PAIN0010-016 07/01/2025

	Rates	Fringes
PAINTER: BRUSH, ROLLER, AND SPRAY	$ 39.94	16.68

PLAS0528-004 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 54.16	21.27

SUWA2009-050 08/07/2009

	Rates	Fringes
TRUCK DRIVER: 10 YARD TRUCK	$ 24.61	8.34
TRUCK DRIVER: WATER TRUCK	$ 24.36	8.30
TRUCK DRIVER: DUMP TRUCK	$ 21.46	5.96
PIPEFITTER	$ 33.77	8.82
OPERATOR: ROLLER	$ 25.25	8.20
OPERATOR: MECHANIC	$ 25.53	7.70
OPERATOR: LOADER	$ 26.11	7.87
OPERATOR: BULLDOZER	$ 27.22	7.63
LABORER: LANDSCAPE	$ 14.67	0.00
FENCE ERECTOR	$ 15.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1,

2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ⿅SU⿅, ⿅UAVG⿅, ⿅SA⿅, or ⿅SC⿅ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ⧫SU⧫ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

⧫SU⧫ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ⧫SA⧫ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ⧫SA⧫ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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