IFB NO. W912P825BA028

US Army Corps
of Engineers ®
New Orleans District

Mississippi River, New Orleans Harbor and Various Bar Channels

MISSISSIPPI RIVER, NEW ORLEANS HARBOR CUTTERHEAD DREDGE NO. 4-2025

(OM25033)

New Orleans, Louisiana

Construction Solicitation

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

REPLY TO
ATTENTION OF

SOLICITATION: W912P825BA028

FOR: MISSISSIPPI RIVER, NEW ORLEANS HARBOR AND VARIOUS BAR CHANNELS CUTTERHEAD DREDGE NO. 4-2025

TO OPEN: The Bid Opening is to be opened by a future Amendment.

I. NOTE THE AFFIRMATIVE ACTION PROGRAM REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

II. NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION. *Bidders, offerors and applicants are cautioned to note the "Certification of Non-segregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render his bid or offer non-responsive to the terms of solicitations involving awards of contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.*

III. Prospective contractors must register in the System for Award Management (SAM). See FAR Clause 52.204-7 for required information. The website for SAM is https://www.sam.gov. You will be required to provide your company's Dun and Bradstreet number along with an original, signed notarized letter identifying the authorized Entity Administrator before the registration will be activated. If you do not already have a D&B number, one can be requested from Dun and Bradstreet at (800) 333-0505 or http://fedgov.dnb.com/webform. Contractors must complete, and submit with their bid, the provisions located in section 00600. A bidder may also submit, in lieu of the completed section 00600, a complete hard copy of their Online Representations and Certifications which is located within the System for Award Management (SAM). Prospective contractors with expired or inactive Representations and Certifications in SAM at time of award will be deemed unresponsive.

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001. (FAR 52.214-4 APR 1984).

DESCRIPTION AND MAGNITUDE OF WORK: THE WORK CONSISTS OF FURNISHING ONE FULLY CREWED AND EQUIPPED HYDRAULIC PIPELINE CUTTERHEAD DREDGE. WORK WILL BE PERFORMED IN THE NEW ORLEANS HARBOR REACH OF THE MISSISSIPPI RIVER, ADJACENT LOCK FOREBAYS OF THE GULF INTRACOASTAL WATERWAY, BAYOU LAFOURCHE, BAPTISTE COLLETTE, HOUMA NAVIGATION CANAL, AND BARATARIA BAR CHANNEL.

NOTE: ALL WORK UNDER THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF EM 385-1-1 "SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS."

SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
W912P825BA028	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		OM25033

7. ISSUED BY CODE W912P8

W07V ENDIST N ORLEANS
KO CONTRACTING DIVISION, 7400 LEAKE AVE
NEW ORLEANS, LA 70118-3651
UNITED STATES
JEFFREY SPRUNGER, EMAIL: JEFFREY.S.SPRUNGER@USACE.ARMY.MIL
TELEPHONE: (504) 862- 1631

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	JEFFREY SPRUNGER	(504) 862- 1631

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: NOH & VARIOUS BARS CUTTERHEAD DREDGE NO 4 (OM25033)
PROJECT LOCATION: MISSISSIPPI REGION

PROJECT TITLE: NOH & VARIOUS BARS CUTTERHEAD DREDGE NO 4 (OM25033)
PROJECT LOCATION: NEW ORLEANS, LA

OM25033 MISSISSIPPI RIVER NEW ORLEANS HARBOR AND VARIOUS BAR CHANNELS DREDGE NO. 4-2025

THIS IS AN UNRESTRICTED PROCUREMENT

MAGNITUDE OF CONSTRUCTION: BETWEEN $10,000,000 AND $25,000,000.

SUBJECT TO THE AVAILABILITY OF FUNDS FAR 52.232-18 FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS ACQUISITION. NO CONTRACT AWARD WILL BE MADE UNTIL APPROPRIATE FUNDS ARE MADE AVAILABLE.

** BID OPENING TO BE ESTABLISHED BY AMENDMENT
*** SEE PARAGRAPH 00010-1.5

11. The contractor shall begin performance within 5 calendar days and complete it within *** calendar days after receiving

[ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See*** FAR 52.211-10 ***).***

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	1

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 10:30 AM ***(hour)*** local time 27 MAY 2027 (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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

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

Bid Bond (See Instructions on Page 3)	Date Bond Executed (Must Not Be Later Than Bid Opening Date)	**OMB Control Number: 9000-0001** **Expiration Date: 1/31/2027**

Principal (Legal Name And Business Address)	Type Of Organization ("X" One) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (Specify)
	State Of Incorporation

Surety(ies) (Name And Business Address)

Penal Sum Of Bond					Bid Identification	
Percent Of Bid Price	Amount Not To Exceed				Bid Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction, Supplies Or Services)	

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1.	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Surety E	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

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SECTION 00010

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SECTION 00010

BID SCHEDULE

PART 1 GENERAL

1.1 BIDDING SCHEDULES

SECTION 00010 - BIDDING SCHEDULE

MISSISSIPPI RIVER, NEW ORLEANS HARBOR AND VARIOUS BAR CHANNELS
CUTTERHEAD DREDGE NO. 4-2025
ORLEANS, JEFFERSON, TERREBONNE, PLAQUEMINES, AND LAFOURCHE PARISHES, LA
SOLICITATION NO. W912P825BA028

LOT ONE, 27 IN. INSIDE DIAMETER (ID) PUMP DISCHARGE WITHOUT SUBMERGED PUMP

Bid Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
0001	MOBILIZATION AND DEMOBILIZATION	1	JOB		
0002	NOH DREDGING	717	HOUR		
Option 0003	NOH OPTION DREDGING	717	HOUR	XXXXXXXX	
0004	DREDGE TOWING SERVICE	30	MILE		
0005	PREPARATORY WORK FOR HOUMA NAVIGATION CANAL DREDGING REGION	1	JOB		
0006	HOUMA DREDGING	158	HOUR		
Option 0007	HOUMA OPTION DREDGING	158	HOUR	XXXXXXXX	
0008	PREPARATORY WORK FOR BAYOU LAFOURCHE DREDGING REGION	1	JOB		
0009	BAYOU LAFOURCHE DREDGING	126	HOUR		

Bid Lot One, continued

Bid Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
Option 0010	BAYOU LAFOURCHE OPTION DREDGING	126	HOUR	XXXXXXXX	
0011	PREPARATORY WORK FOR BARATARIA BAR DREDGING REGION	1	JOB		
0012	BARATARIA BAR DREDGING	137	HOUR		
Option 0013	BARATARIA BAR OPTION DREDGING	137	HOUR	XXXXXXXX	
0014	PREPARATORY WORK FOR BAPTISTE COLLETTE DREDGING REGION	1	JOB		
0015	BAPTISTE COLLETTE DREDGING	142	HOUR		
Option 0016	BAPTISTE COLLETTE OPTION DREDGING	142	HOUR	XXXXXXXX	
Option 0017	BIRD NESTING PREVENTION MEASURES	41	DAY		
		TOTAL: LOT ONE BID			

*SEE BID FORM NOTES FOLLOWING LAST BID LOT

SECTION 00010 - BIDDING SCHEDULE

MISSISSIPPI RIVER, NEW ORLEANS HARBOR AND VARIOUS BAR CHANNELS
CUTTERHEAD DREDGE NO. 4-2025
ORLEANS, JEFFERSON, TERREBONNE, PLAQUEMINES, AND LAFOURCHE PARISHES, LA
SOLICITATION NO. W912P825BA028

LOT TWO, 30 IN. OR GREATER INSIDE DIAMETER (ID) PUMP DISCHARGE WITHOUT SUBMERGED PUMP

Bid Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
0001	MOBILIZATION AND DEMOBILIZATION	1	JOB		
0002	NOH DREDGING	498	HOUR		
Option 0003	NOH OPTION DREDGING	498	HOUR	XXXXXXXX	
0004	DREDGE TOWING SERVICE	30	MILE		
0005	PREPARATORY WORK FOR HOUMA NAVIGATION CANAL DREDGING REGION	1	JOB		
0006	HOUMA DREDGING	110	HOUR		
Option 0007	HOUMA OPTION DREDGING	110	HOUR	XXXXXXXX	
0008	PREPARATORY WORK FOR BAYOU LAFOURCHE DREDGING REGION	1	JOB		
0009	BAYOU LAFOURCHE DREDGING	97	HOUR		
Option 0010	BAYOU LAFOURCHE OPTION DREDGING	97	HOUR	XXXXXXXX	
0011	PREPARATORY WORK FOR BARATARIA BAR DREDGING REGION	1	JOB		

Bid Lot Two, continued

Bid Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
0012	BARATARIA BAR DREDGING	111	HOUR		
Option 0013	BARATARIA BAR OPTION DREDGING	111	HOUR	XXXXXXXX	
0014	PREPARATORY WORK FOR BAPTISTE COLLETTE DREDGING REGION	1	JOB		
0015	BAPTISTE COLLETTE DREDGING	109	HOUR		
Option 0016	BAPTISTE COLLETTE OPTION DREDGING	109	HOUR	XXXXXXXX	
Option 0017	BIRD NESTING PREVENTION MEASURES	32	DAY		
		TOTAL: LOT TWO BID			

*SEE BID FORM NOTES FOLLOWING LAST BID LOT

SECTION 00010 - BIDDING SCHEDULE

MISSISSIPPI RIVER, NEW ORLEANS HARBOR AND VARIOUS BAR CHANNELS
CUTTERHEAD DREDGE NO. 4-2025
ORLEANS, JEFFERSON, TERREBONNE, PLAQUEMINES, AND LAFOURCHE PARISHES, LA
SOLICITATION NO. W912P825BA028

LOT THREE, 30 IN. OR GREATER INSIDE DIAMETER (ID) PUMP DISCHARGE WITH SUBMERGED PUMP

Bid Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
0001	MOBILIZATION AND DEMOBILIZATION	1	JOB		
0002	NOH DREDGING	322	HOUR		
Option 0003	NOH OPTION DREDGING	322	HOUR	XXXXXXXX	
0004	DREDGE TOWING SERVICE	30	MILE		
0005	PREPARATORY WORK FOR HOUMA NAVIGATION CANAL DREDGING REGION	1	JOB		
0006	HOUMA DREDGING	87	HOUR		
Option 0007	HOUMA OPTION DREDGING	87	HOUR	XXXXXXXX	
0008	PREPARATORY WORK FOR BAYOU LAFOURCHE DREDGING REGION	1	JOB		
0009	BAYOU LAFOURCHE DREDGING	86	HOUR		
Option 0010	BAYOU LAFOURCHE OPTION DREDGING	86	HOUR	XXXXXXXX	

Bid Lot Three, continued

Bid Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
0011	PREPARATORY WORK FOR BARATARIA BAR DREDGING REGION	1	JOB		
0012	BARATARIA BAR DREDGING	89	HOUR		
Option 0013	BARATARIA BAR OPTION DREDGING	89	HOUR	XXXXXXXX	
0014	PREPARATORY WORK FOR BAPTISTE COLLETTE DREDGING REGION	1	JOB		
0015	BAPTISTE COLLETTE DREDGING	87	HOUR		
Option 0016	BAPTISTE COLLETTE OPTION DREDGING	87	HOUR	XXXXXXXX	
Option 0017	BIRD NESTING PREVENTION MEASURES	26	DAY		
		TOTAL: LOT THREE BID			

*SEE BID FORM NOTES FOLLOWING LAST BID LOT

1.1.1 Bid Form Notes

a. The dredge and attendant plant must be able to operate in river stages above 12 feet at the New Orleans (Carrollton) gage, if necessary. Therefore, by bidding on this solicitation, the Contractor is certifying that its dredge meets this requirement.

b. Bidders shall bid on all bid items including optional bid items (see"*Evaluation of Options*" FAR 52.217-5). Failure to bid on all bid items will result in a non-responsive bid.

c. Bidders shall use the Bid Item No. 0002 unit price to compute Option Bid Item No. 0003 total price, Bid Item No. 0006 unit price to compute Option Bid Item No. 0007 total price, Bid Item No. 0009 unit price to compute Option Bid Item No. 0010 total price, Bid Item No. 0012 unit price to compute Option Bid Item No. 0013 total price, and Bid Item No. 0015 unit price to compute Option Bid Item No. 0016 total price.

d. Any bid may be rejected if the Contracting Officer or his/her authorized representative determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but the prices for individual line items as well. Any bid may be rejected if the prices for any line items or subline items are materially unbalanced (see "*Rejection of Individual Bids*" FAR 14.404-2).

e. THE NOTICE TO PROCEED (NTP): The successful bidder is advised that performance and payment bonds shall be submitted in accordance with the time frame in block 12B of SF 1442 after Notice of Award. The NTP will be issued after verification of acceptable performance and payment bonds. Within 48 hours after issuance of the NTP, the Contractor shall initiate a meeting to discuss the submittal process with the Administrative Contracting Officer or his/her authorized representative. Physical work cannot start until the Resident Management System is set-up, the Accident Prevention Program and other required submittals have been submitted and approved, and all preliminary meetings called for under the contract have been conducted.

f. A bidder may be rejected as non-responsible if it cannot show the necessary capital, experience, or equipment needed to perform the work described under this solicitation (see "Responsible Prospective Contractors" FAR Subpart 9.1). Before the Government will award a contract based on this solicitation, the apparent low bidder shall establish that it is responsible and entitled to award of the contract.

g. The unit "Job" is synonymous with the previously used term "lump sum".

h. Bidders shall select the bid lot determined by the dredge discharge size. The dredge discharge size is considered to be the least inside diameter of the following: the main pump discharge, the submerged pump discharge, the booster pump discharge, or the discharge pipeline.

1.2 BIDDING

a. The bidder shall select only one bid lot, determined by the class of dredge intended to be used. Bids which are submitted on an

inappropriate bid lot will be declared non-responsive.

b. Bidders shall furnish unit prices for all items listed on the schedule of bid items that require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items but does furnish an extended total or an estimated amount for such items, the Government will deem the unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY REQUIRED ITEM, THE BID WILL BE DECLARED NON-RESPONSIVE.

1.3 EVALUATION OF BIDS

a. To provide fair competition between dredges of dissimilar sizes and production rates, the hourly dredging quantities have been determined based on the estimated quantity of shoal material to be removed and the nominal production rate of the dredge in each bid lot. The production rates shown in the chart in the paragraph entitled "Minimum Production Rate Requirements" located in the Dredging Region Section(s) were used to make this determination.

b. The nominal dredge production rates listed in this solicitation were conservatively estimated based on an average "Standard" cross-sectional quantity of material for this solicitation's dredging regions, which have variable and dynamic shoaling conditions. It is the bidder's responsibility to make its own assessment of the actual dredging conditions in order to prepare a bid for this work.

c. Award will be made to that responsible bidder presenting the lowest priced responsive bid in response to this solicitation, regardless of the Bid Lot used.

d. The hourly quantities for the Dredging and Option Dredging Items shown on the bid lots are 100% pay time hours. The actual calendar duration of the contract may vary as a result of fractional pay time. Refer to Section 35 20 23.23, paragraph entitled "Dredging and Option Dredging Items", for additional information.

1.4 BIDDER QUALIFICATIONS

A pre-award survey will be required. Before award, the apparent low bidder shall provide documentation to satisfy the following definitive responsibility criteria. The bidder must establish responsibility by providing sufficient documentation for review and approval for the following criteria: the dredge must meet the equipment requirements as stated in Section 35 20 23.23, paragraph entitled "Size and Equipment of Dredge Plant", and the dredge must be available to commence dredging within the time required in the specifications as stated in the paragraph entitled "Conditions of Contract Award". An apparent low bidder who is not able to meet the definitive responsibility criteria will be deemed non-responsible and will be ineligible for award:

Bidders shall furnish in their bid package the following:

(a) A completed "Cutterhead Dredge and Attendant Plant Data Sheet" (see Section 35 20 23.23) for the dredge the Contractor will use under this solicitation;

(b) Documentation to prove that the dredge and attendant plant are available and not already obligated for the performance of other work which would delay commencement of dredging. If the proposed dredge and attendant plant are not currently performing work or obligated under a contract, the bidder must submit a statement that the dredge and attendant plant can commence dredging within the time required in the specifications. If the proposed dredge and attendant plant are currently performing work or obligated under a contract, the bidder must submit approved release documentation along with a statement that the dredge and attendant plant can commence dredging within the time required in the specifications. The approved release documentation must be issued by the entity currently utilizing the dredge and attendant plant, and the documentation must clearly indicate the approved release date of the dredge and attendant plant from its current work commitment.

(i) The following timeframes for contract award and Notice to Proceed are the Government's best estimate and will be used during evaluation of the bidder's submitted availability documentation. The Government does not warrant the accuracy of the below estimated dates, and the Government will not be liable for any delay in award or issuance of Notice to Proceed, regardless of cause. These dates are for informational purposes only and do not create any legal obligation on the part of the Government.

(ii) It is anticipated that contract award will be made within 5 to 7 calendar days after the bid opening date.

(iii) It is anticipated that Notice to Proceed will be issued within 1 to 3 calendar days after receipt of performance and payment bonds from the successful bidder.

If the apparent low bidder fails to furnish the "Cutterhead Dredge and Attendant Plant Data Sheet" or the availability documentation within his/her bid package, the apparent low bidder will have 24 hours after the time of the bid opening to provide the Contracting Officer the documents. If the apparent low bidder fails to furnish the proper documentation within 24 hours after the time of the bid opening, the respective bidder will be declared non-responsible and the next apparent low bidder will be evaluated as stated in the paragraphs below.

Upon receipt of the apparent low bidder's completed "Cutterhead Dredge and Attendant Plant Data Sheet" for the dredge that will be used to perform work under this solicitation, the "Cutterhead Dredge and Attendant Plant Data Sheet" will be evaluated to ensure that the dredge meets the equipment requirements as stated in Section 35 20 23.23, paragraph entitled "Size and Equipment of Dredge Plant". Upon receipt of the apparent low bidder's availability documentation, the availability documentation will be evaluated to ensure that the dredge can commence dredging within the time required in the specifications.

If, after review, the Government determines that the submitted documents satisfy the equipment requirements and the availability requirement, the Government will proceed with award of the contract to the apparent low bidder provided all other requirements for award have been satisfied.

If, after review, the Government determines that the submitted documents do not satisfy the equipment requirements or the availability requirement, the Government will give the apparent low bidder 24 hours to resubmit the

documents.

If, after a second review, the Government determines that the submitted documents do not satisfy the equipment requirements or the availability requirement, the Government will declare the apparent low bidder to be non-responsible. The Government will thereafter perform the described pre-award survey on the next apparent low bidder and will do so with each successive apparent low bidder until it is determined that an apparent low bidder has submitted documents that satisfy the equipment requirements and the availability requirement. The apparent low bidder that does satisfy the equipment requirements and the availability requirement will be deemed responsible and eligible for award provided all other requirements for award have been satisfied.

1.5 CONDITIONS OF CONTRACT AWARD

a. Award will be made as a whole to one bidder. The dredge and attendant plant offered in the bidding schedule shall be complete with full operating personnel and in operating status for the contract period. EM 385-1-1, Chapter 19, "Floating Plant and Marine Activities" shall be complied with at all times. NOTE: All work under these specifications shall be performed in accordance with the provisions of EM 385-1-1 "Safety and Occupational Health Requirements", latest edition.

b. The Government may award the contract at the total bid price, comprised of the base items and option item(s); however, the Government is not obligated to exercise any option item(s).

c. The number of hours stated in the bidding schedule is an estimated quantity. The dredge and attendant plant will be retained for an approximate number of days shown in the table below starting no later than 120 hours after issuance of the Notice to Proceed.

APPROXIMATE DREDGE CONTRACT DURATION

Bid Lot	Approx. Number of Days for Item 0002	Approx. Number of Days for Option Item 0003	Approx. Number of Days for Item 0006	Approx. Number of Days for Option Item 0007	Approx. Number of Days for Item 0009	Approx. Number of Days for Option Item 0010	Approx. Number of Days for Item 0012	Approx. Number of Days for Option Item 0013	Approx. Number of Days for Item 0015	Approx. Number of Days for Option Item 0016
1	49	49	12	12	11	11	11	11	11	11
2	39	39	10	10	9	9	10	10	10	10
3	30	30	9	9	9	9	9	9	9	9

The time required for completion of the contract shall be established as the sum of the calendar days listed in the columns entitled "Approx. Number of Days for Item 0002", "Approx. Number of Days for

Item 0006", "Approx. Number of Days for Item 0009", "Approx. Number of Days for Item 0012", and "Approx. Number of Days for Item 0015" for the applicable bid lot. In the event all Option Items are fully exercised under the terms of the contract, the time required for completion of the contract shall be extended by the sum of the calendar days listed in the columns entitled "Approx. Number of Days for Option Item 0003", "Approx. Number of Days for Option Item 0007, "Approx. Number of Days for Option Item 0010", "Approx. Number of Days for Option Item 0013", and "Approx. Number of Days for Option Item 0016" for the applicable bid lot. In the event an Option Item is partially exercised, the contract completion date shall be extended using the following formula:

[(partial option hours exercised)/(option hours listed in bid schedule for applicable bid lot)] x calendar days listed in the column entitled "Approx. Number of Contract Days for Option Item 0003" (or whichever Option Item is applicable) for the applicable bid lot

d. The bidder shall be capable of providing for assignment of the dredge and all attendant plant, complete and in full operating condition in all respects, and to commence dredging no later than 120 hours after issuance of the Notice to Proceed.

1.6 OTHER BIDDER REQUIREMENTS

a. Bidders shall register in the System for Award Management (SAM) database in accordance with FAR 52.204-7-NOV 2024.

b. Bidders shall use Rapid Vendor Payment. See the following web based instructions for the submission of invoices: https://www.mvn.usace.army.mil/Business-With-Us/Contracting/Rapid-Vendor-Payment/

c. Bidders shall provide sufficient documentation for review and approval that its dredge meets the appropriate production rate for the dredging region, as listed in the chart in the paragraph entitled "Minimum Production Rate Requirements" located in the Dredging Region Section(s). The Contractor must prove that the proposed dredge has performed at, or above, the listed production rate for a minimum of 30 days on a single contract within three years prior to the bid opening date of this solicitation. Failure to establish the dredge's capability to meet the required production rate will result in a finding of non-responsibility.

1.7 PRE-AWARD INSPECTION OF PLANT

a. The apparent low bidder shall make the dredge and attendant plant available for inspection, to determine compliance with these specifications, as soon as practicable after bids are opened, and prior to contract award. If deficiencies are found during the inspection, the bidder will be notified in writing, which may be transmitted by email or facsimile. Upon receipt of such notice, the bidder shall correct all deficiencies at least two calendar days in advance of the projected contract award date.

b. Two calendar days before the projected award date, or upon notification by the bidder that the deficiencies have been corrected, a Government representative will re-inspect the dredge and attendant plant. If at that time the dredge and attendant plant do not meet the requirements of these specifications, the bidder will be rejected as

non-responsible.

c. The Government may choose to waive the pre-award inspection. Waiver of the pre-award inspection does not relieve the bidder from the requirement to provide a dredge and attendant plant in full compliance with the specifications. By bidding on this solicitation, the bidder is stating that the provided dredge and attendant plant is in full compliance with the specifications and can perform all requirements as stated in the specifications.

1.8 OPTION ITEMS

a. The Government may require the delivery of, in whole or part, any Option Items. The Government may exercise an Option Item by written notice to the Contractor at any time after Notice to Proceed and up to three calendar days prior to the estimated completion date of the base line item or any previously exercised option. If the Government activates the Option Item, the activation will occur while the Contractor's equipment is in the work vicinity as described in the applicable Dredging Region Section(s). If Option Dredging Item work is exercised, it shall be performed as a continuance of Dredging Item work, which shall be activated first.

b. No additional mobilization/demobilization will be paid to the Contractor for Option Item work performed within the work region. The Contractor shall commence performance of optional work no more than three calendar days after the time the Contractor receives the Government's Notice to Proceed with the optional work.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

"General Decision Number: LA20260007 01/02/2026

Superseded General Decision Number: LA20250007

State: Louisiana

Construction Type: Heavy Dredging

Counties: Louisiana Statewide.

DREDGING PROJECTS ALONG THE GULF COAST AREA INCLUDING THE
MISSISSIPPI RIVER AND ITS TRIBUTARIES TO THE OHIO RIVER

Modification Number	Publication Date
0	01/02/2026

SULA1994-001 04/01/1994

The following rates were revised pursuant to 29 CFR 1.6(c)(1)
on 02/07/2025.

	Rates	Fringes
Derrick Operator	$ 16.85	
Dozer Operator	$ 16.85	
Dredge 16"" and Over		
Deckhand	$ 16.85	
Dredge tender operator	$ 16.85	
Fireman	$ 16.85	
First assistant engineer	$ 16.85	
Leverman	$ 16.85	
Oiler	$ 16.85	
Second assistant engineer	$ 16.85	
Shoreman	$ 16.85	
Third assistant engineer	$ 16.85	
Truck driver	$ 16.85	
Welder	$ 16.85	
Dredge Under 16""		
Deckhand	$ 16.85	
Dredge tender operator	$ 16.85	
Leverman	$ 16.85	
Oiler	$ 16.85	
Welder	$ 16.85	
Hydraulic Dredging		
First cook	$ 16.85	
Handyman	$ 16.85	
Janitor, cabin person	$ 16.85	
Second cook	$ 16.85	
Marsh Buggy Dragline, Oiler	$ 16.85	
Marsh Buggy Dragline, Operator	$ 16.85	
Self-Propelled Hopper Dredge, Drag Tender	$ 22.55	8.02+a

FOOTNOTE: Fourteen paid vacation days and eight paid
holidays: New Year's Day, Good Friday, Memorial Day,

Independence Day, Labor Day, Veterans' Day, Thanksgiving Day & Christmas Day provided the employee has one year of service.

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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. 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 ""SU"", ""UAVG"", ?SA?, or ?SC? 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
"

Section 00 20 00 - Instructions for Procurements

FAR Clauses Incorporated by Full Text

52.236-27 Site Visit (Construction). (Alternate I) (Feb 1995) Alternate I (Feb 1995)

Alternate I (Feb 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for-

____[Insert date and time]

(c) Participants will meet at-

_____[Insert location]

Section 00 21 00 - Instructions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management.	Nov 2024		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	May 2014		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		

FAR Clauses Incorporated by Full Text

52.233-2 Service of Protest. (Sep 2006)

Service of Protest (Sept 2006)

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

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

(End of provision)

52.236-27 Site Visit (Construction). (Feb 1995)

Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

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

Name: Charles Freeman,

Address: 7400 Leake Ave, New Orleans, La 70118 ____

Telephone: 504-862-1554

(End of Provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

www.acquisition.gov_____[Insert one or more Internet addresses]

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

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 ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00 21 13 - Instructions to Bidders

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.214-3	Amendments to Invitations for Bids.	Dec 2016		
52.214-4	False Statements in Bids.	Apr 1984		
52.214-5	Submission of Bids.	Dec 2016		
52.214-6	Explanation to Prospective Bidders.	Apr 1984		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids.	Nov 1999		
52.214-18	Preparation of Bids-Construction.	Apr 1984		
52.214-19	Contract Award-Sealed Bidding-Construction.	Aug 1996		

Section 00 21 16 - Instructions to Proposers

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		

Section 00 22 00 - Supplementary Instructions

FAR Clauses Incorporated by Full Text

52.252-3 Alterations in Solicitation. (Apr 1984)

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

Section 00 45 00 - Representations and Certifications

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.209-7	Information Regarding Responsibility Matters.	Oct 2018		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		

FAR Clauses Incorporated by Full Text

52.204-8 Annual Representations and Certifications. (Jan 2025)

Annual Representations and Certifications (Jan 2025)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is237990[insert NAICS code].

(2) The small business size standard is $37,000,000.00[insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(b)

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

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

(i) [ ] Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

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

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

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

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

[ ] (ii) 52.204-20, Predecessor of Offeror.

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

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

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

[ ] (vi) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

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

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

FAR Clause # Title Date Change

_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A, Annual Representations and Certifications. (Oct 2024) Alternate A (Oct 2024)

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

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

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

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

[ ] (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ] Use with Alternate I.

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

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

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

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

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

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

FAR/DFARS Provision #	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)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures.	Dec 2023		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Jan 2025		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	Nov 2021		
52.210-1	Market Research.	Nov 2021		
52.211-18	Variation in Estimated Quantity.	Apr 1984		
52.214-12	Preparation of Bids.	Apr 1984		
52.214-26	Audit and Records-Sealed Bidding.	Jun 2020		
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data-Modifications-Sealed Bidding.	Jun 2020		
52.214-28	Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding.	Jun 2020		
52.214-29	Order of Precedence-Sealed Bidding.	Jan 1986		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		
52.219-8	Utilization of Small Business Concerns.	Jan 2025		
52.219-9	Small Business Subcontracting Plan.	Jan 2025		
52.219-9	Small Business Subcontracting Plan. (Alternate I)	Jan 2025	Alternate I	Nov 2016
52.219-16	Liquidated Damages-Subcontracting Plan.	Sep 2021		
52.219-33	Nonmanufacturer Rule.	Sep 2021		
52.222-3	Convict Labor.	Jun 2003		
52.222-6	Construction Wage Rate Requirements.	Aug 2018		
52.222-7	Withholding of Funds.	May 2014		
52.222-8	Payrolls and Basic Records.	Jul 2021		
52.222-9	Apprentices and Trainees.	Jul 2005		
52.222-10	Compliance with Copeland Act Requirements.	Feb 1988		
52.222-11	Subcontracts (Labor Standards).	May 2014		
52.222-12	Contract Termination-Debarment.	May 2014		
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014		
52.222-14	Disputes Concerning Labor Standards.	Feb 1988		
52.222-15	Certification of Eligibility.	May 2014		
52.222-32	Construction Wage Rate Requirements-Price Adjustment (Actual Method).	Aug 2018		
52.222-35	Equal Opportunity for Veterans.	Jun 2020		
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020		
52.222-37	Employment Reports on Veterans.	Jun 2020		
52.222-50	Combating Trafficking in Persons.	Nov 2021		
52.222-54	Employment Eligibility Verification.	Jan 2025		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022		
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022		
52.223-21	Foams.	May 2024		
52.223-23	Sustainable Products and Services.	May 2024		
52.225-11	Buy American-Construction Materials under Trade Agreements. (Alternate I)	Nov 2023	Alternate I	Nov 2023
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	May 2014		
	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.			

52.225-12	(Alternate II)	May 2014	Alternate II	Nov 2023
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-2	Additional Bond Security.	Oct 1997		
52.228-11	Individual Surety-Pledge of Assets.	Feb 2021		
52.228-12	Prospective Subcontractor Requests for Bonds.	Dec 2022		
52.228-14	Irrevocable Letter of Credit.	Nov 2014		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	Feb 2021		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	Jun 2020		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.232-13	Notice of Progress Payments.	Apr 1984		
52.232-16	Progress Payments. (Alternate III)	Nov 2021	Alternate III	Jun 2020
52.232-17	Interest.	May 2014		
52.232-23	Assignment of Claims.	May 2014		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes.	May 2014		
52.233-1	Disputes. (Alternate I)	May 2014	Alternate I	Dec 1991
52.233-3	Protest after Award.	Aug 1996		
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004		
52.236-2	Differing Site Conditions.	Apr 1984		
52.236-3	Site Investigation and Conditions Affecting the Work.	Apr 1984		
52.236-5	Material and Workmanship.	Apr 1984		
52.236-6	Superintendence by the Contractor.	Apr 1984		
52.236-7	Permits and Responsibilities.	Nov 1991		
52.236-8	Other Contracts.	Apr 1984		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984		
52.236-10	Operations and Storage Areas.	Apr 1984		
52.236-11	Use and Possession Prior to Completion.	Apr 1984		
52.236-12	Cleaning Up.	Apr 1984		
52.236-13	Accident Prevention.	Nov 1991		
52.236-15	Schedules for Construction Contracts.	Apr 1984		
52.236-16	Quantity Surveys. (Alternate I)	Apr 1984	Alternate I	Apr 1984
52.236-17	Layout of Work.	Apr 1984		
52.236-21	Specifications and Drawings for Construction.	Feb 1997		
52.242-5	Payments to Small Business Subcontractors.	Jan 2017		
52.242-13	Bankruptcy.	Jul 1995		
52.242-14	Suspension of Work.	Apr 1984		
52.243-4	Changes.	Jun 2007		
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Jan 2025		
52.246-12	Inspection of Construction.	Aug 1996		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	Apr 2012	Alternate I	Sep 1996
52.249-10	Default (Fixed-Price Construction).	Apr 1984		
52.253-1	Computer Generated Forms.	Jan 1991		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	Dec 2019		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		

252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023
252.225-7048	Export-Controlled Items.	Jun 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023
252.226-7003	Drug-Free Work Force.	Aug 2024
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018
252.232-7010	Levies on Contract Payments.	Dec 2006
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991
252.236-7002	Obstruction of Navigable Waterways.	Dec 1991
252.242-7004	Material Management and Accounting System.	Jan 2025
252.242-7006	Accounting System Administration.	Jan 2025
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023

FAR Clauses Incorporated by Full Text

52.204-1 Approval of Contract. (Dec 1989)

Approval of Contract (Dec 1989)

This contract is subject to the written approval of ____[identify title of designated agency official here] and shall not be binding until so approved.

(End of clause)

52.211-10 Commencement, Prosecution, and Completion of Work. (Apr 1984)

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 5[Contracting Officer insert number] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the days described in Section 00010 paragraph entitled "Conditions of Contract Award..* The time stated for completion shall include final cleanup of the premises.

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.216-1 Type of Contract. (Apr 1984)

Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed price[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.217-4 Evaluation of Options Exercised at Time of Contract Award. (Jun 1988)

Evaluation of Options Exercised at Time of Contract Award (June 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

52.217-5 Evaluation of Options. (Jul 1990)

Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-7 Option for Increased Quantity-Separately Priced Line Item. (Mar 1989)

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 3[insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Jan 2025)

Postaward Small Business Program Rerepresentation (Jan 2025)

(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 (d) 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 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 (f) of this clause or, if applicable, paragraph (h) 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) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is

set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) 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.

(e) 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) 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 assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(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) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) 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: __.]

(5) 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: __ .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) 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: __.]

(9) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [____The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern

participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Alternate I) (Jan 2025) Alternate I (Mar 2020)

Alternate I (Mar 2020). As prescribed in 19.309 (c)(2), substitute the following paragraph (h)(1) for paragraph (h)(1) of the basic clause:

(h)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	Small business concern (yes/no)
____	____
____	____
____	____

[Contracting Officer to insert NAICS codes.]

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (Dec 2010)

Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing

such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.225-11 Buy American-Construction Materials under Trade Agreements. (Nov 2023)

Buy American-Construction Materials under Trade Agreements (Nov 2023)

(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.

(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. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

_____[Contracting Officer to list applicable excepted materials or indicate "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) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(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) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American 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)*
Item1			
Foreign construction material	____	____	____
Domestic construction material	____	____	____
Item1			
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)

52.228-1 Bid Guarantee. (Sep 1996)

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%) twenty 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)

52.228-15 Performance and Payment Bonds-Construction. (Jun 2020)

Performance and Payment Bonds-Construction (Jun 2020)

(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 valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A). 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 6 F01,

Hyattsville, MD 20782.

Or via the internet at http://www.fms.treas.gov/c570/.

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

(End of clause)

52.232-5 Payments under Fixed-Price Construction Contracts. (May 2014)

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)

52.232-8 Discounts for Prompt Payment. (Feb 2002)

Discounts for Prompt Payment (Feb 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-16 Progress Payments. (Nov 2021)

Progress Payments (Nov 2021)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR)31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by paragraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in paragraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment

request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcon-

tract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the ____[Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-27 Prompt Payment for Construction Contracts. (Jan 2017)

Prompt Payment for Construction Contracts (Jan 2017)

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

(a) Invoice payments-

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

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

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

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

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

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

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

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not

made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

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

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

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

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

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

(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

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

(6) Additional interest penalty.

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

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

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

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

(ii)

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

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

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

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

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

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

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

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

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the

purpose of performing this contract the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within-

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

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

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

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

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

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

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

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

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

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

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

(f) Third-party deficiency reports-

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

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

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

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

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

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

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

(1) The amount to be withheld;

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

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

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

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

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

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

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

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

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

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

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

(iv) Contractor point of contact.

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

(End of clause)

52.236-1 Performance of Work by the Contractor. (Apr 1984)

Performance of Work by the Contractor (Apr 1984)

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

(End of clause)

52.236-26 Preconstruction Conference. (Feb 1995)

Preconstruction Conference (Feb 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer’s notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.247-12 Supervision, Labor, or Materials. (Apr 1984)

Supervision, Labor, or Materials (Apr 1984)

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

(End of clause)

52.248-3 Value Engineering-Construction. (Oct 2020)

Value Engineering-Construction (Oct 2020)

(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 $75,000 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. (Feb 1998)

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):

www.acquisition.gov ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract. (Apr 1984)

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

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 ____[insert regulation name] (48 CFR ____) 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

252.215-7008 Only One Offer. (Dec 2022)

ONLY ONE OFFER (DEC 2022)

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

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

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

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

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

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

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

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

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

(End of provision)

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

252.232-7007 Limitation of Government's Obligation. (Apr 2014)

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) [Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of $ [Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$ ____
(month) (day), (year)	$ ____
(month) (day), (year)	$ ____
(month) (day), (year)	$ ____

(End of clause)

252.236-7001 Contract Drawings and Specifications. (Aug 2000)

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:

Title	File	Drawing No.
____	____	____

(End of clause)

252.236-7004 Payment for Mobilization and Demobilization. (Dec 1991)

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

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

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

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

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

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

(i) Actual mobilization costs at completion of mobilization;

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

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

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

(End of clause)

Section 00 71 00 - Contracting Definitions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		

Section 00 73 00 - Supplementary Conditions

Overall Contract Delivery Period

From date of lead time event to beginning of performance
5 Calendar Days
Date of Notice to Proceed Receipt

From date of lead time event to completion of performance
** Calendar Days (based on Dredge size)
Date of Notice to Proceed Receipt

SECTION 00700

CONTRACT CLAUSES NOTES

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

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

1.2 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DFARS 252.236-7004 – DEC 1991)

Note: The term "lump sum" is synonymous with the unit of measure "job", as stated on the bid schedules and throughout the specifications.

1.3 LAYOUT OF WORK (FAR 52.236-17 - APR 1984)

Note 1: For the purpose of the contract, the Contractor shall layout the work from the Government established channel centerline and gages in lieu of baselines and benchmarks. The only exception is that for New Orleans Harbor, the Contractor shall use the Government established baseline located 100 or 160 feet from the face of the wharves (whichever is applicable) in lieu of a channel centerline.

Note 2: For these specifications, there are no contract drawings. Refer to the dredging region section(s) for contract plates.

1.4 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (FAR 52.217-7 MAR 1989)

Note: The word "schedule" in this clause refers to the bidding schedule.

1.5 QUANTITY SURVEYS (FAR 52.236-16 ALTERNATE 1 - APR 1984)

Note: The term "quantity surveys" is synonymous with the before and after dredging cross sections. Original surveys refer to the before dredging cross sections and the final surveys refer to the after dredging cross sections. Refer to Section 35 01 50.73 - Surveys, for details on surveying and quantity computations.

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SECTION 00800

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-- End of Section Table of Contents --

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SCOPE

This Section includes supplements to the Federal Acquisition Regulations (FAR) requirements. Also included are applicable Department of Defense supplements (DFARS) and USACE Acquisition Instruction (UAI) to the FAR.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 DELIVERY OF PLANT

a. Delivery of the hydraulic dredge and attendant plant and commencement of dredging shall be completed within 120 hours after issuance of the Notice to Proceed. For bidding purposes, the delivery site will be in the Mississippi River Mile 99 AHP; however, the starting assignment for the dredge may require initial mobilization to any of the locations in the Dredging Region Sections, for which an equitable adjustment will be made for any additional costs under the contract clause entitled *"Changes"* (FAR 52.243-4). Upon arrival of the dredge and all of the attendant plant at the delivery site, the plant may be inspected by Government personnel to determine whether any deficiencies have developed since the time the plant was brought into compliance pursuant to the pre-award inspection. The Contractor will be notified of acceptance or rejection of the plant. The dredge will be given an assignment immediately upon acceptance and will be expected to commence dredging at that time. The Notice to Proceed may be issued immediately upon receipt of acceptable Performance and Payment Bonds.

b. The Contracting Officer may waive the requirement for the Pre-award Inspection of Plant listed in Section 00010. Such waiver does not affect the inspection of the plant upon delivery.

3.2 PROSECUTION, OPTION AND COMPLETION

a. The estimated completion time of the contract will initially be determined as the date and time obtained by adding the hours in the Dredging Payment Items to the date and time that the Contractor began start of pay time hours. During the course of work, the completion time may change as a result of fractional pay time (refer to Section 35 20 23.23, paragraph entitled "Dredging and Option Dredging Items") and/or award of option hours or any portion thereof.

b. This contract shall extend for an approximate duration as described in Section 00010, paragraph entitled "Conditions of Contract Award". If all necessary work is completed prior to the approximate duration completion time, the Government will release the dredge and declare the contract complete.

c. Upon completion of the specified work, the dredge and attendant plant will be released to the Contractor at the location of the last assignment. It should be noted that the location of the last assignment could be in another region within the New Orleans District as described in Section 35 20 23.23, paragraph entitled "Dredging in Secondary Regions". All cost of final demobilization will be paid as stated in Section 35 20 23.23, paragraph entitled "Measurement and Payment". No other payment will be made.

d. If the Contracting Officer so notifies the Contractor of the Government's intent to exercise an option, in whole or part, the Contractor shall continue work on that part of the option hours specified by the Contracting Officer at the option unit price specified in the bidding schedule, subject to the provisions of Section 35 20 23.23, paragraph entitled "Dredging and Option Dredging Items". Any exercise of the option in part does not obligate the Government to the full extent of the option.

3.3 CONTRACTOR PERFORMANCE EVALUATIONS - CONSTRUCTION

In accordance with the provisions of Subpart 36.201/42.1502(e) (Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), construction contractor's performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts awarded at or above $700,000.00, the USACE will evaluate contractor's performance and prepare a performance report using the Contractor Performance Assessment Reporting System (CPARS), which is now a web-based system. After an evaluation (interim or final) is written up by the USACE, the Contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. Accessing and using CPARS requires specific software, called PKI certification, which is installed on the user's computer. The certification is a Department of Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately $110 - $125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the website: http://www.cpars.gov. If the Contractor wishes to participate in the performance evaluation process, access to CPARS and PKI certification is the sole responsibility of the Contractor.

3.4 CONSTRUCTION AND ARCHITECT-ENGINEER (A-E) CONTRACTS (UAI 5131.105)

(d)(2)(i)(B) In accordance with FAR 31.105(d)(2)(i)(b), for the predetermined schedule of construction equipment use rates, use Engineer Pamphlet (EP) 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule.

(End of special contract requirement)

Note 1: Costs for repairs or overhauling are not allowed.

Note 2: A copy of the "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE" (Region III) can be obtained from the following website: https://www.publications.usace.army.mil/Portals/76/Users/182/86/2486/EP%201110-1-8_RV1-12.pdf?ver=x6psY-gBPGg5dSOqQdjEMg%3d%3d

3.5 VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS (UAI 5122.1302-100)

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

U.S. Department of Labor Veterans' Employment and Training Service (VETS): https://www.dol.gov/vets/

Federal Veteran Employment Information: www.fedshirevets.gov/index.aspx

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

U.S. Army Warrior Transition Command Employment Index: https://warriorcare.dodlive.mil/Care-Coordination/Education-Employment-Initiative/#:~:text=Are%20you%20an%20active%20duty,your%20E2I%20Regional%20Coordinator%20today!

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

(End of special contract requirement)

-- End of Section --

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SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for administrative requirements as specified herein. All costs for the work covered under this section shall be distributed throughout the existing bid items, except as stated in the paragraph entitled "Accommodations and Meals for Inspectors".

1.2 ACCOMMODATIONS AND MEALS FOR INSPECTORS

a. The Contractor shall furnish to Government Inspectors on board the dredge or other craft upon which they are employed a suitable separate room approximately 150 square feet in size for a Corps of Engineers field office. In the event that the dredge or other suitable craft with office facilities is not on site upon commencement of construction operations, the Contractor shall arrange for temporary office facilities on shore at a convenient location in the vicinity of the project. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, air conditioned, and lighted, shall have sufficient electrical outlets with power surge protection to power a laptop computer and printer, shall have a desk which can be locked, and a drafting table measuring at least four feet by six feet (subject to room size suitability), a comfortable chair for each inspector, washing conveniences and daily janitorial services. The Contractor shall provide at least one cellular telephone and one satellite telephone aboard the dredge. The telephones shall be available to Government personnel for conducting official Government business 24 hours per day, seven days per week. The Contractor shall provide the Inspector's office with a cellular wireless Broadband / WiFi 802.11n capable router that accepts cellular data signals through satellite. The high speed internet service and associated equipment must be capable of providing adequate connection to allow the inspectors to import / export files through RMS (shall provide a minimum download speed of 10 Mbps and a minimum upload speed of 1.5 Mbps for the sole use of the Inspector). The Contractor shall field verify that the service provider chosen has adequate continuous coverage throughout the site of work. The Contractor shall be responsible for the installation, maintenance of, and the monthly service fees necessary to provide continuous high speed internet service for the duration of the contract. Final approval of the plant will not be made until this equipment is installed and in good working order. Should the Contractor have a photocopy machine on the jobsite, the Contractor may allow the use of his own in lieu of providing a separate machine for use by the Government Inspector. All costs for furnishing, equipping, and maintaining the accommodations shall be included in the contract unit price per hour in the applicable "Dredging" and "Option Dredging" items on the bidding schedule. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from

payments to the Contractor.

b. If the Contractor maintains on this work an establishment for the subsistence of his/her own employees, he/she shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of quality satisfactory to the Contracting Officer. All meals shall be available for purchase, by the Government's inspectors and agents, at the cost not to exceed $3.25 per person for each meal.

c. Smoking shall not be allowed inside the lever room while occupied by Government personnel.

1.3 SEAWORTHINESS CERTIFICATION

All dredges and quarter boats not subject to USCG inspection and certification or not having a current American Bureau of Shipping (ABS) classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS) and having at least five years experience in commercial marine plant and equipment. All other plant shall be inspected annually by a qualified person. The inspection shall be documented, and a copy of the most recent inspection report shall be posted in a public area on board the vessel and a copy shall be furnished to the designated authority upon request. The inspection shall be appropriate for the intended use of the plant and shall, as a minimum, evaluate structural integrity and compliance with NFPA 302, Fire Protection Standard for Pleasure and Commercial Motor Craft. See EM 385-1-1, Chapter 19-5.

1.4 ENVIRONMENTAL LITIGATION

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, then the Contracting Officer or his/her authorized representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier and required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier, other than as required by the terms of this contract, then such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer or his/her authorized representative in the administration of this contract under the terms of the "Suspension of Work" (FAR 52.242-14) clause. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work has an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

1.5 STATE TAXES

a. The bid submitted shall not include any amount whatever for payment of any of the following taxes, fees or charges:

(1) The Louisiana "Severance Tax" imposed by LSA R.S. 47:631 and made applicable to the dredging of fill material from rivers and bodies of water within the State of Louisiana by the Severance Tax Regulations promulgated by the Collector of Revenue dated 31 March 1968.

(2) Any amounts claimed by the Louisiana Department of Wildlife and Fisheries for the privilege of removing fill from the water bottoms of the State of Louisiana.

b. If the Contractor is required to pay or bear the burden of any tax, fee or charge described in para. a.(1) and/or a.(2) above, the contract prices shall be increased by that amount which the Contractor is required to pay to the State of Louisiana; provided, however, that no increase in contract price shall be made for any liability the Contractor may incur as a result of his fault or negligence or his failure to follow the instructions of the Contracting Officer or his/her authorized representative.

c. The Contractor shall promptly notify the Contracting Officer or his/her authorized representative of all matters pertaining to taxes, fees, or charges as described herein which reasonably may be expected to affect the contract price and shall at all times follow the directions and instructions of the Contracting Officer or his/her authorized representative in regard to the payment of such taxes, fees, or charges.

d. Before any increase in contract price becomes effective in accordance with the provisions of this clause, the Contractor shall warrant in writing that no amount of such taxes, fees or charges was included in the contract price as a contingency reserve or otherwise.

1.6 RIGHTS-OF-WAY

a. The rights of entry required for the work to be constructed under this contract, within the rights-of-way limits indicated on the plates, have been obtained by the Government and are provided without cost to the Contractor. The Contractor shall make its own investigations to determine the conditions, restrictions, and difficulties, which may be encountered in the transportation of equipment and material to and from the work site. The proposed work, including rights-of-way, as defined by these specifications and as shown on the plates, is in compliance with all applicable Federal and state environmental laws and regulations. Upon completion of the Contractor's work, rights-of-way furnished by the Government shall be returned to its original condition prior to construction unless otherwise noted.

b. If the Contractor proposes a deviation from the Government furnished rights-of-way for his convenience, the Contractor shall notify the Contracting Officer or their representative in writing. The Contractor shall not provide any permanent rights-of-way for the project. The Contractor is cautioned that any deviation to the Government furnished rights-of-way is subject to all applicable

Federal and state environmental laws and regulations. Compliance with these environmental laws and regulations may require additional National Environmental Policy Act (NEPA) documents, cultural resources surveys, coordination with the Louisiana State Historical Preservation Officer, water quality certification, modification of the Federal consistency determination, etc. The Government is ultimately responsible for environmental compliance; therefore, the Government will determine the additional environmental coordination and documentation necessary for a proposed deviation to the Government furnished rights-of-way. For any environmental investigations the Government is to perform on areas outside of Government furnished rights-of-way, the Contractor shall provide sufficient rights of entry to the Government. The Contracting Officer will advise the Contractor of the additional environmental coordination and documentation that must be completed. The Government shall be responsible for any additional environmental compliance; however, the Contractor may conduct specific tasks identified by the Government. The Government will offer advice and assistance to the Contractor in conducting these tasks. Depending on the environmental impact of the proposed deviation, obtaining the coordination and documentation may not be approved or could take as much as 180 days for approval by the Government. The Government must review, approve, and ensure distribution of all environmental compliance documentation and ensure all comments on the same have been resolved before any utilization of any areas outside of the Government furnished rights-of-way. The Contractor shall reimburse the Government for actual expenses incurred for assistance in completing or attempting to complete additional environmental coordination and documentation, which expenses will not exceed one hundred thousand ($100,000) dollars. There is no guarantee that environmental compliance will be obtained; therefore, the Contractor shall assume all risks and liabilities associated with pursuing a deviation. Any delays resulting from the deviation and/or the environmental coordination and documentation shall not be made the basis of any Contractor claim for increase in the contract cost and/or increase in contract time. Deviations will be at Contractor's sole risk and liability, including, but not limited to, such liabilities associated with items such as hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et. seq.), and at no cost to the Government. Government assistance in obtaining additional environmental clearances does not relieve the Contractor of responsibility for complying with other Federal, state or local licenses and permits.

c. Additional rights-of-way requirements specific to a particular dredging region will be located in the applicable Dredging Region Section(s).

1.7 MOBILIZATION OF ATTENDANT PLANT

Pursuant to Section 00800, paragraph entitled "Delivery of Plant", mobilization of all attendant plant, if required, shall be concurrent with dredge mobilization. Failure to timely mobilize such auxiliary/attendant plant may result in one or more of the following actions by the Contracting Officer or his/her authorized representative: reasonable suspension (without Government cost) of work until required plant is provided and/or formulation of credit to offset deficient plant. The Government's rights under any other Contract Clause are preserved.

1.8 OBSTRUCTION OF CHANNEL

The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act of 8 August 1917. The Contractor will be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in the case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other markers placed under this contract in navigable waters or on shore.

1.9 WORK BY OTHERS

The Government may award other contracts for additional work in the area, or undertake work with its own personnel and equipment. The Contractor shall fully coordinate and cooperate with such Contractors or Government forces, and shall neither commit nor permit any act that may interfere with the performance of work by any other Contractor or Government forces.

1.10 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for ensuring that all its employees strictly comply with all laws that may apply to operations under this contract. Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor. The Contractor assumes full responsibility for the safety of its employees, plant, and materials and for any damage or injury done by or to them from any source or cause, except damage caused by negligent acts of the Government, its officers, agents, or employees. Such damages will be the responsibility of the Government in accordance with applicable Federal laws. The terms "officer", "agent", and "employee" of the Government do not include persons in the employ of the Contractor and whose services have been furnished to the Government. The Contractor shall be responsible for the dredge, attendant plant, and all additional equipment used for this contract. Should any of the aforementioned or parts thereof fall overboard or sink within the dredging region, the Contractor shall develop a plan to recover the sunken equipment or parts thereof at no additional cost to the Government. The Government will not be responsible to recover or assist in the recovery of the Contractor's sunken equipment or parts thereof.

1.11 SUPERVISION

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor. Inspectors appointed by the Contracting Officer will enforce strict compliance with the terms of the contract. The inspectors will keep a record of the work done, but neither the presence nor absence of inspectors shall relieve the Contractor of responsibility for the proper execution of the work in accordance with the contract and directives issued by the Contracting Officer.

1.12 AS-BUILT DRAWINGS

The Contractor will be furnished one set of plates for use in the preparation of properly scaled "As-Built" drawings. The Contractor shall submit an entire set of "As-Built" drawings, regardless of whether or not any dredging, disposal, or changes were made on those plates. The "As-Built" drawings shall be a record of the construction as completed by the Contractor. "As-Built" drawings shall include the following:

a. A cover page that includes the project title, contract number, and Contractor;

b. A dredging summary sheet that includes the dredge name(s), the dredging region(s) dredged, the dates dredged per each dredging region, credited yardage per each dredging region, gross yardage per each dredging region, and gross yardage per each disposal location. If multiple dredges were used, the information above shall be listed separately for each dredge;

c. A utility summary sheet that lists every utility (for both the dredging channel and disposal areas). For every utility, the following verified information shall be provided: C/L station (for New Orleans Harbor, the 100' or 160' offset B/L station, whichever is applicable), C/L XY-coordinate (for New Orleans Harbor, the 100' or 160' offset B/L XY-coordinate, whichever is applicable), right descending bank toe XY-coordinate, left descending bank toe XY-coordinate, minimum elevation, all horizontal information required to determine actual alignments of all utilities, utility size, utility type, and POC information. In the notes column, state whether the utilities were dredged over, disposed on, skipped (state reason why), and any issues with the utility owner. A sample utility summary sheet is included at the end of this section. If the Contractor worked in multiple dredging regions, the Contractor shall fill out a separate utility summary sheet for each dredging region. The Contractor shall also submit a copy of all utility as-builts, surveys, etc., received from the utility owner. All utility as-builts shall be labeled such that each as-built has the current owner's name and pipeline location (C/L Station and Mile #) on it;

d. All information shown on the contract plates and a record of all completed work, including any deviations, modifications, or changes from those plates, however minor, which may have been incorporated into the work;

e. Neat line and actual quantity by reach of dredging;

f. All additional work not appearing on the contract plates; and

g. Each various feature of work performed shall be distinguishable by color coding and/or symbology. As a minimum the following features shall be depicted on the as-built drawings:

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

(2) Contract number, Contractor, and dredge name.

(3) Utility locations (for both the dredging channel and disposal areas) as verified by owners including station, C/L (or B/L)

XY-coordinate, minimum elevation, utility size, utility type, and POC information.

(4) Before and after dredging channel cross sections overlaid with the required dredging template.

(5) Disposal area surveys and discharge points where applicable.

(6) Locations of channel markers, buoys, and day markers as required under the preliminary field surveys.

(7) Changes or modifications issued during the course of the contract.

(8) Disposal locations used, including gross yardage placed by site.

(9) Dredge discharge pipeline locations, including the type(s) of pipeline used and the maximum length of discharge pipe used at each location.

(10) Pipeline access corridors utilized.

The Government reserves the right to direct additional requirements. The Contractor shall submit the draft as-builts for review by email in PDF format to the respective area office personnel. Upon approval/acceptance of the draft as-builts, the Contractor shall submit the final as-builts in both CADD and PDF format into RMS as a closeout submittal. Failure to submit final as-built drawing files as specified shall be cause for withholding any payment due to the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.13 FUEL CONSUMPTION REPORTING REQUIREMENTS

On the first day of each month, the Contractor shall furnish, to the Government Inspector, a report of the quantities of fuel consumed during the previous month in execution of the work covered by the contract. The quantities reported shall include fuel consumed by the Contractor and all of his/her subcontractors for the main plant and all support plant during the preceding month. This information is to be included in the Report of Operations - Pipeline, Dipper or Bucket Dredges, MVN Form 4267.

1.14 GENERAL SECURITY REQUIREMENTS AND GUIDANCE

The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The COR will develop & implement site-specific risk measures to maintain positive control of all contractors (Access-Screening Training Records) and be technically proficient in AT/OPSEC. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army

security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

1.15 SUSPICIOUS ACTIVITY REPORTING TRAINING (e.g. iWATCH, CorpsWatch, or See Something, Say Something)

All contract personnel shall receive initial and annual refresher training from the Requiring Activity (RA) representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative, or law enforcement entity.

1.16 PRE-SCREEN CANDIDATES USING E-VERIFY PROGRAM

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

Contract #: _____ Date submitted: _____

Dredge Name: _____

Name of Dredging Region: _____

Dredging Region Start Date: _____ , Dredging Region End Date: _____

Note: The Contractor shall fill out one sheet for each dredging region.

Utility Summary Sheet									
C/L Station/Mile #	C/L X, Y Coordinate	RDB Toe X, Y Coordinate	LDB Toe X, Y Coordinate	Minimum Elevation	Size and Type of Utility	Is the utility line properly marked with signage (yes/no) by the utility owner? If no, what is the deficiency	Owner Name	Owner Point of Contacts (email address, phone number, and physical address)	Notes: (e.g. - was line dredged over, disposed on, skipped (discuss reason why), any issues with owner, etc)

Note: The Contractor shall fill out one sheet for each dredging region.

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PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

ATTACHMENTS:

Transmittal Form (ENG Form 4025-R)

Submittal Register (ENG FORM 4288-R)

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

Units of weights and measures used on all submittals shall be the same as those used in the contract.

Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Each submittal shall be submitted with its complete backup material.

1.2 DEFINITIONS

1.2.1 Submittal Identification Definitions

Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

Data

Submittals that provide calculations, descriptions, or documentation regarding the work.

Samples

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

Schedules

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

Reports

Reports of inspections or tests, including analysis and interpretation of test results.

Certificates

Statement signed by an official authorized to certify on behalf of the

manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements that are being certified.

Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

Statements

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

Operation and Maintenance Manuals

Data that forms a part of an operation and maintenance manual.

Records

Documentation to record compliance with technical or administrative requirements.

1.3 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for submittal requirements as specified herein. All costs for the work covered under this section shall be distributed throughout the existing bid items. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.4 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.4.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction" (FAR 52.236-21), they are considered to be "shop drawings". Any reference to Government approval by the Contracting Officer (CO) includes the approving authority of the CO, the Administrative Contracting Officer (ACO), or the Contracting Officer's Representative (COR).

1.4.2 Information Only

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

1.5 SUBMITTAL PREPARATION

1.5.1 General

The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288-R) or specified in the other sections of these specifications. The Contractor shall make submittals as required by the specifications. Submittals shall be made to the respective Area Office address listed in the provision entitled "Site Visit Construction" (FAR 52.236-27). Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.5.2 Procedures

Procedures for submittals will be stipulated by the Contracting Officer or his/her authorized representative after Notice to Proceed is issued.

1.6 TRANSMITTAL FORM (ENG FORM 4025-R)

The sample Transmittal Form (ENG Form 4025-R) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or plate number of the contract plates pertinent to the data submitted for each item.

1.7 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.8 DEVIATIONS

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

deviations.

1.9 SUBMITTAL REGISTER (ENG FORM 4288-R)

The sample Submittal Register (ENG FORM 4288-R) at the end of this section lists items of equipment and materials for which submittals are required by the specifications; this list may not be all-inclusive and additional submittals may be required. Columns "c" through "r" have been completed by the Government. The Contractor shall complete columns "a", "b", and "s" through "x" and submit the completed register to the Contracting Officer within 14 calendar days after Notice to Proceed for approval. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated. The Contractor is responsible for maintaining an effective submittal control system by reviewing, updating, and submitting updated copies of the register to the Contracting Officer every 30 days.

1.10 SCHEDULING

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

1.11 CONTROL OF SUBMITTALS

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

1.12 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval via RMS. Any additional instructions will be provided by the Administrative Contracting Officer.

1.13 DISAPPROVED SUBMITTALS

The Contractor shall respond to all concerns expressed by the Contracting Officer and promptly make any corrections necessary to address those concerns. Within 24 hours, the Contractor shall furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause entitled "Changes" (FAR 52.243-4) shall be given promptly to the Contracting Officer.

1.14 APPROVED SUBMITTALS

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

for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.15 STAMPS

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

CONTRACTOR

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheet(s)

SIGNATURE: _____

TITLE: _____

DATE: _____

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE

For use of this form, see ER 415-1-10; the proponent agency is CECW-CE.

DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (*This section will be initiated by the contractor*)

TO:	FROM:	CONTRACT NO.	CHECK ONE:
			☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____

SPECIFICATION SEC. NO. (*Cover only one section with each transmittal*)	PROJECT TITLE AND LOCATION	THIS TRANSMITTAL IS FOR: (*Check one*)
		☐ FIO ☐ GA ☐ DA ☐ CR ☐ DA/CR ☐ DA/GA

ITEM NO. (*See Note 3*) a.	DESCRIPTION OF SUBMITTAL ITEM (*Type size, model number/etc.*) b.	SUBMITTAL TYPE CODE (*See Note 8*) c.	NO. OF COPIES d.	CONTRACT DOCUMENT REFERENCE		CONTRACTOR REVIEW CODE g.	VARIATION Enter "Y" if requesting a variation (*See Note 6*) h.	USACE ACTION CODE (*Note 9*) i.
				SPEC. PARA. NO. e.	DRAWING SHEET NO. f.			

REMARKS	I certify that the above submitted items had been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.	
	NAME OF CONTRACTOR	SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED (*List by item No.*)	NAME AND TITLE OF APPROVING AUTHORITY	SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each Transmittal shall be numbered consecutively. The Transmittal Number typically includes two parts separated by a dash (-). The first part is the specification section number. The second part is a sequential number for the submittals under that spec section. If the Transmittal is a resubmittal, then add a decimal point to the end of the original Transmittal Number and begin numbering the resubmittal packages sequentially after the decimal.

3. The "Item No." for each entry on this form will be the same "Item No." as indicated on ENG FORM 4288-R.

4. Submittals requiring expeditious handling will be submitted on a separate ENG Form 4025-R.

5. Items transmitted on each transmittal form will be from the same specification section. Do not combine submittal information from different specification sections in a single transmittal.

6. If the data submitted are intentionally in variance with the contract requirements, indicate a variation in column h, and enter a statement in the Remarks block describing he detailed reason for the variation.

7. ENG Form 4025-R is self-transmitting - a letter of transmittal is not required.

8. When submittal items are transmitted, indicate the "Submittal Type" (*SD-01 through SD-11*) in column c of Section I.
   Submittal types are the following:
   SD-01 - Preconstruction SD-02 - Shop Drawings SD-03 - Product Data SD-04 - Samples SD-05 - Design Data SD-06 - Test Reports
   SD-07 - Certificates SD-08 - Manufacturer's Instructions SD-09 - Manufacturer's Field Reports SD-10 - O&M Data SD-11 - Closeout

9. For each submittal item, the Contractor will assign Submittal Action Codes in column g of Section I. The U.S. Army Corps of Engineers approving authority will assign Submittal Action Codes in column i of Section I. The Submittal Action Codes are:

   A -- Approved as submitted.
   B -- Approved, except as noted on drawings. Resubmission not required.
   C -- Approved, except as noted on drawings. Refer to attached comments. Resubmission required.
   D -- Will be returned by separate correspondence.
   E -- Disapproved. Refer to attached comments.
   F -- Receipt acknowledged.
   X -- Receipt acknowledged, does not comply with contract requirements, as noted.
   G -- Other action required *(Specify)*
   K -- Government concurs with intermediate design. (*For D-B contracts*)
   R -- Design submittal is acceptable for release for construction. (*For D-B contracts*)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract.

SUBMITTAL REGISTER

(ER 415-1-10)

CONTRACT NO.

TITLE AND LOCATION
Mississippi River, New Orleans Harbor and Various Bar Channels Cutterhead Dredge No. 4-2025

CONTRACTOR

SPECIFICATION SECTION

ACTIVITY NO a.	TRANS-MITTAL NO b.	ITEM NO c.	SPECIFICATION SECTION NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
		1	01 30 00	As-Built Drawings	X	X										X	NOAO/LAO ODT-D									
		2	01 35 26	Accident Prevention Program	X				X							X	SS									
		3	01 57 20.00 10	Environmental Protection Plan	X											X	ODT-E (Jeff Corbino)									
		4	35 01 50.73	Plan for Verification of Survey Equipment	X											X	NOAO/LAO ODT-C									
		5	35 01 50.73	Calibration of Fathometer	X										X		NOAO/LAO ODT-C									
		6	35 01 50.73	Calibration of Horizontal Positioning Equipment	X										X		NOAO/LAO ODT-C									
		7	35 01 50.73	Preliminary Field Surveys	X	X										X	NOAO/LAO									
		8	35 01 50.73	Before and After Dredging Cross Sections	X	X										X	NOAO/LAO									
		9	35 01 50.73	Quantity Computations	X											X	NOAO/LAO									
		10	35 01 50.73	Acceptance Profiles	X	X										X	NOAO/LAO									
		11	35 20 23.23	Pump Curve(s)	X										X		ODT-D									
		12	35 20 23.23	Plant Data Sheet	X											X	ODT-D									
		13	35 20 23.23	Plan of Operations for Utility Crossings					X						X		NOAO/LAO									
		14	35 20 23.23	Utility As-Builts and Surveys Received from the Owners	X	X									X		ODT-D									
		15	35 20 23.23 15 35 20 23.23 16 35 20 23.23 18 35 20 23.23 19	Before and After Disposal Surveys	X	X									X		NOAO/LAO ODT-E (Jeff Corbino)									
		16	35 20 23.23 15 35 20 23.23 16 35 20 23.23 19	Bird Nesting Prevention Plan	X											X	ODT-E (Jeff Corbino)									
		17	35 20 23.23 15 35 20 23.23 16 35 20 23.23 19	Aerial Photography Documentation												X	NOAO/LAO ODT-E (Jeff Corbino)									
		18	35 20 23.33	National Dredging Quality Management Program Certification							X				X		ODT-D									

ENG FORM 4288-R, JAN 97 EDITION OF MAR 95 IS OBSOLETE. PAGE _1_ OF _1_ PAGES (PROPONENT: CEMP-CE)

NOTE: THIS REGISTER IS NOT NECESSARILY COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A COMPREHENSIVE REGISTER.

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Sample Project Signs

-- End of Section Table of Contents --

SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 SAFETY PROVISIONS

All work under these specifications shall be performed in accordance with the provisions of EM 385-1-1 "Safety and Occupational Health Requirements", latest edition. USCG Rules and regulations also are applicable.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for governmental safety requirements as specified herein. All costs for the work covered under this section shall be distributed throughout the existing bid items.

1.3 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.3.1 Personnel Qualifications

1.3.1.1 Site Safety and Health Officer (SSHO)

1.3.1.1.1 SSHO Staffing for USACE Dredging Contracts

a. Dredging contracts may include several project sites; this contract will require a minimum of one full time level 1 SSHO(s) assigned per project site. The SSHO may be level 2 or level 3 collateral duty in specific conditions listed below.

b. Example of one dredging project site is reflected in each of the following:

1) a mechanical dredge, tug(s) and scow(s), scow route, and material placement site; or

2) a hydraulic pipeline dredge, attendant plant, and material placement site; or

3) a hopper dredge (include land-based material placement site - if applicable).

c. On individual dredging project sites with a work force of less than eight employees, the SSHO may be a level 2 or level 3 collateral duty, with the same responsibilities of a full time level 1 SSHO.

1.3.1.1.2 SSHO Requirements for Dredging

a. In addition to requirements stated elsewhere in this specification, the SSHO shall be present at the project site, located so they have full mobility and reasonable access to all major work operations, for at least one shift in each 24 hour period when work is being done. The SSHO, or Alternate SSHO, shall be available during all shifts for immediate verbal consultation and notification, either by phone or radio. The SSHO shall be a full-time, dedicated position, except as noted above. The SSHO

(level 1 and level 2) shall report to a senior project (or corporate) official.

b. The SSHO shall inspect all work areas and operations during initial set-up and at least monthly observe and provide personal oversight on each shift during dredging operations for projects with many work sites, more often for those with less work sites.

c. For projects with multiple shifts or when the SSHO is temporarily off-site, an Alternate level 2 SSHO will be assigned to ensure SSHO coverage for the project at all times work activities are conducted. The Alternate SSHO must meet the same requirements and assume the responsibilities of the project SSHO. The Alternate SSHO position may be a collateral duty.

d. If the SSHO is off-site for a period longer than 24 hours, a qualified replacement SSHO shall be provided and shall fulfill the same roles and responsibilities as the primary/initial SSHO.

1.3.1.1.3 Designated Representative (DR) Requirements for Dredging

a. Designated Representatives (DR) are level 2 or level 3 collateral duty safety personnel, with safety duties in addition to their full-time occupation, and support and supplement the SSHO efforts in managing, implementing and enforcing the Contractor's Safety and Health Program. DRs shall be individual(s) with work oversight responsibilities, such as masters, mates, fill foremen, and superintendents. DRs should not be positions requiring continuous mechanical or equipment operations, such as equipment operators.

b. A DR shall be appointed for all remote work locations more than 45 minutes travel time from the SSHO's duty location, typically including dredged material placement sites, towing and scow operations, and other operations.

c. The DRs will perform safety program tasks as designated by the SSHO and report safety findings to the level 1 or level 2 SSHO/Alternate SSHO. The SSHO shall document results of safety findings and provide information for inclusion in the CQC reports to the Government Representative on a daily basis.

1.3.1.1.4 Safety Personnel Training Requirements

The SSHO shall meet the training and experience requirements of EM 385-1-1, Chapter 2-3.b. Level 1 SSHOs are not permitted to supervise non-safety personnel at the site of work.

1.3.1.2 Equipment Operator Authorization

The Contractor shall submit a list of designated personnel qualified and authorized to operate machinery and mechanized equipment in accordance with EM 385-1-1.

1.3.1.3 Crane/Derrick and Dragline Certification

The Contractor shall submit a copy of certification and performance test in accordance with EM 385-1-1.

1.3.2 Personnel Duties

1.3.2.1 Daily Inspections

The Contractor shall institute a daily inspection program to assure that safety requirements are being fulfilled. Reports of daily inspections shall be maintained at the jobsite. The reports shall be records of the daily inspections and resulting corrective actions. Each report shall include, as a minimum, the following:

a. Phase(s) of construction underway during the inspection.

b. Location(s) of areas where inspections were made.

c. Results of inspections shall be reported in a deficiency tracking log in accordance with EM 385-1-1, including nature of deficiencies observed and corrective action taken or to be taken, date, and signature of the person responsible for its contents. The Contractor shall submit to the Government a copy of the daily inspection report form that's intended to be used as part of the Accident Prevention Plan for execution of the work.

1.4 ACCIDENT PREVENTION PROGRAM

Refer to the Contract Clause entitled "Accident Prevention" (FAR 52.236-13). Within 24 hours after receipt of Notice of Award of the contract, the Accident Prevention Program shall be submitted to the Contracting Officer or his/her authorized representative for review and acceptance. The Accident Prevention Plan must include a statement that describes the: Description, Magnitude, Major Scope of Work, and Location (s). The program shall be submitted in the following format:

a. The Contractor shall submit ENG Form 6206 (Activity Hazard Analysis (AHA), ENG Form 6292 (Site-Specific Safety & Occupational Health Plan Worksheet), ENG Form 6293 (Accident Prevention Plan (APP) Worksheet), and ENG Form 6282 (Site Safety and Health Officer Designation Letter). These ENG forms can be obtained from: https://www.publications.usace.army.mil/USACE-Publications/Engineer-Forms/.

b. The Contractor shall submit a copy of company policy statement regarding accident prevention.

c. When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on MVN Form 385-10R (latest edition), Fuel Oil Transfer (available upon request). Refer to 33 CFR 156.

The Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer or his/her authorized representative. The Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Refer to Chapters 2 and 19-8.d of EM 385-1-1.

1.5 DIVE PLAN

A Dive Plan shall be submitted as a safety submittal item of the contract

Accident Prevention Plan. All contract diving operations shall be performed in accordance with EM 385-1-1, Chapter 30. At a minimum, the dive plan must address items in EM 385-1-1, Chapter 30-7.c.

1.6 SAFETY SIGN

The Contractor shall furnish, erect, and maintain a safety sign at the site of the work at a location directed by the Contracting Officer or his/her authorized representative. The sign shall conform to the requirements of this paragraph and the drawings included at the end of this section. The lettering shall be black, the safety circle and cross green, and the background white. When placed on a floating plant, the sign may be half size. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current. The sign coordinator is Timothy Lacoste at (504) 862-2663. Upon completion of the work, the sign shall become the property of the Contractor and shall be removed from the job site. Sample Safety Signs and instructions are included at the end of this section.

1.7 PROJECT SIGN

Prior to commencement of work, the Contractor shall furnish, erect, and maintain a project sign at the site of the work at a location directed by the Contracting Officer or his/her authorized representative. The sign, which will identify the work with the Corps of Engineers, shall be 4 feet by 6 feet in size and shall conform to the requirements of this paragraph and the drawings included at the end of this section. The lettering for the 2 feet by 4 feet section of the sign with the Corps logo and Army Star shall be white, and all other lettering shall be black. Lettering for the project name shall be Helvetica Bold, and all other lettering shall be Helvetica Regular. The sign coordinator is Timothy Lacoste at (504) 862-2663. Upon completion of the work, the sign shall become the property of the Contractor and shall be removed from the job site. Sample Project Signs and instructions are included at the end of this section.

1.8 MEANS OF ESCAPE FOR PERSONNEL QUARTERED OR WORKING ON FLOATING PLANT

Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving ten or more persons, both means of egress shall be through standard sized doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24 inch by 36 inch) that leads to a different exit route than the door. Refer to Chapter 19 of EM 385-1-1.

1.9 EMERGENCY ALARMS, SIGNALS AND DRILLS

1.9.1 Alarms

Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be distinctively heard at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one

strategic point on each deck.

1.9.2 Signals

1.9.2.1 Fire Alarm Signals

The general fire alarm signal shall be in accordance with 46 CFR Ch. I; Subpart E. 109.503 of the US Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Subchapters I & Ia, 1 Oct 98 (CG 257).

1.9.2.2 Abandon Ship Signals

The signal for abandon ship shall be in accordance with paragraph 109.503(b) of the publication cited in the paragraph entitled "Fire Alarm Signals" above.

1.9.2.3 Man Overboard Signal

Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

1.9.3 Drills

Drills shall be in accordance with EM 385-1-1, Chapter 19-8.b.

1.10 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct its operations in accordance with U. S. Coast Guard regulations governing lights and day signals to be displayed, as set forth in Commandant, U. S. Coast Guard Instruction M16672.2C, Navigation Rules, International - Inland (COMDTINST M16672); 33 CFR 81, Appendix A (International); and 33 CFR 84 through 33 CFR 90 (Inland) as applicable.

1.11 REPORTS

1.11.1 Accident Investigation and Reporting

The reporting and associated investigation of accidents and near misses is considered a leading indicator. The Contractor shall utilize the ENG Form 3394 (Mishap Notification and Investigation) to report accidents and near misses. ENG Form 3394 can be obtained from: https://www.publications.usace.army.mil/USACE-Publications/Engineer-Forms/.

1.12 HURRICANE PLAN

A detailed plan for protection and evacuation of personnel and plant in the event of an impending hurricane or storm is required as an enclosure to the Contractor's Accident Prevention Program. This plan shall be submitted to the Contracting Officer or his/her authorized representative for review and approval as part of the Accident Prevention Plan prior to the pre-construction conference. Work being performed to satisfy the Hurricane Plan will not be measured for payment. All costs for work associated with the Hurricane Plan and providing the equipment required throughout the contract duration shall be distributed throughout the existing bid items. The plan shall include at least the following:

a. The time each phase will be put into effect. The time shall be

the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

b. The safe harbor for personnel and plant specifically identified.

c. The name of the boat that will be used to move the plant, its type, capacity, speed, and availability.

d. The estimated time necessary to move the plant to the safe harbor after movement is started.

e. An on-site review by the Contractor's supervisory personnel and the Government Inspector shall be conducted at the Government Inspector's discretion.

1.13 COMPREHENSIVE HAZARD COMMUNICATION PROGRAM

The Contractor shall develop, implement, and maintain at the workplace a written, Comprehensive Hazard Communication Program (see Chapter 6 of EM 385-1-1) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Material Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200, 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios or other means), and training in the use and understanding of material safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200 and/or 1926.59, onto the job site, a copy of the Hazard Communication Program and the Material Safety Data Sheet of each substance shall be provided to the Contracting Officer or his/her authorized representative and made available to the Contractor's employees as part of the Contractor's Accident Prevention Program.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 GROUND FAULT PROTECTION

All electrical equipment used on this contract shall be equipped with ground fault circuit interrupters in accordance with EM 385-1-1, Chapter 11.

3.2 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

The Contractor shall develop, implement, and maintain at the workplace a written control of hazardous energy (lockout/tagout) system in accordance with EM 385-1-1, Chapter 12.

3.3 RADIATION

If a production meter that uses nuclear materials is being used aboard the dredge, the Contractor shall perform the following requirements. The production meter nuclear device system designer and installer shall be qualified in these fields of expertise by the Nuclear Regulatory Commission (NRC). The Contractor shall obtain licensing and training as required by the NRC for its personnel aboard the dredge for the use of

those components of the production meter containing or are affected by the nuclear source. The Contractor shall implement a nuclear device awareness program as required by the NRC for all personnel aboard the dredge not directly involved in the activities of the nuclear device. The Contractor shall submit a nuclear device safety plan to the Government within 24 hours after receipt of Notice to Proceed by the Contractor. While a nuclear device is present aboard the dredge, the Contractor shall strictly adhere to all applicable NRC rules and regulations.

-- End of Section --

Below are two samples of the construction project identification sign showing how this panel is adaptable for use to identify either military (top), or civil works projects (bottom). The graphic format for this 4′ x 6′ sign panel follows the legend guidelines and layout as specified below. The large 4′ x 4′ section of the panel on the right is to be white with black legend. The 2′ x 4′ section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the white background.

This sign is to be placed with the Safety Performance Sign shown on the following page. Mounting and fabrication details are provided on page 16.4.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: One- to two-line description of Corps relationship to project.
Color: White
Typeface: 1.25″ Helvetica Regular
Maximum line length: 19″

Legend Group 2: Division or District Name (optional). Placed below 10.5″ Reverse Signature (6″ Castle).
Color: White
Typeface: 1.25″ Helvetica Regular

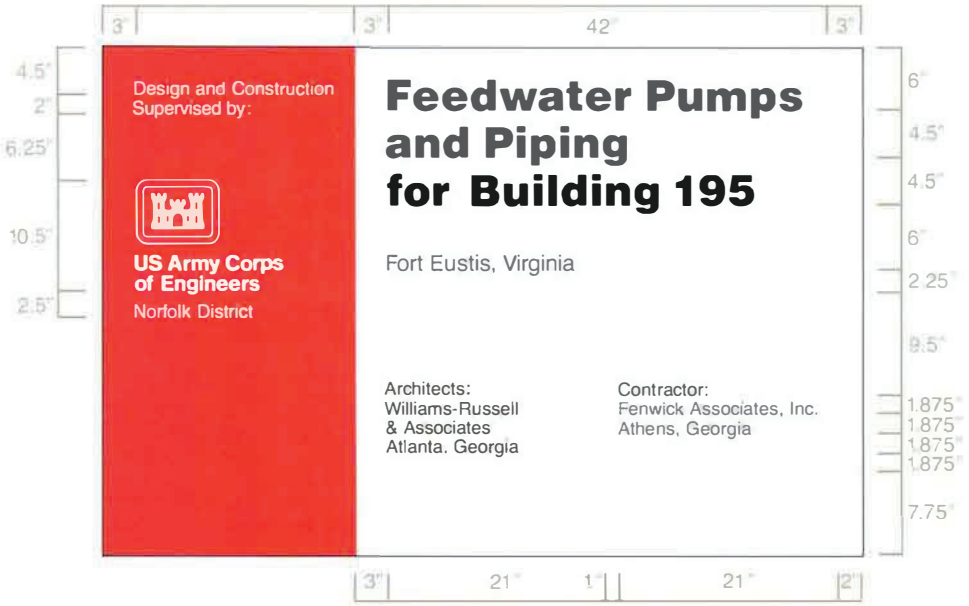
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3″ Helvetica Bold
Maximum line length: 42″

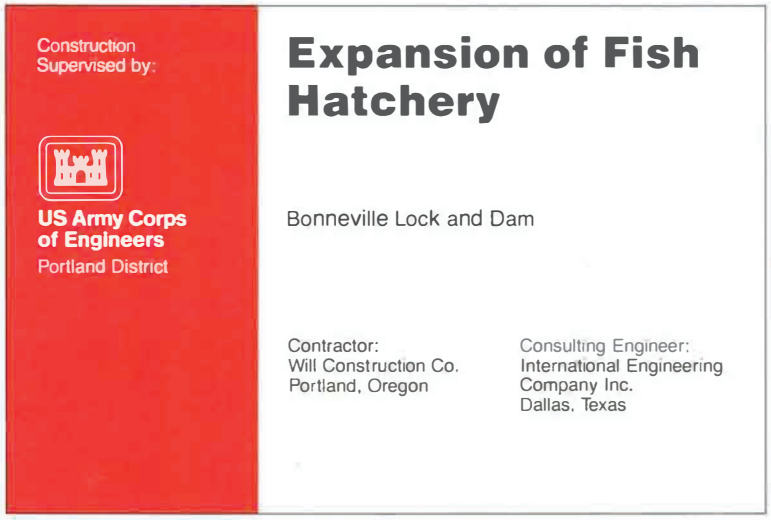
Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5″ Helvetica Regular
Maximum line length: 42″

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25″ Helvetica Regular
Maximum line length: 21″

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.





Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4″ x 6″	4″ x 4″	HDO-3	48″	WH-RD/BK

Safety Performance Sign

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign specified on page 16.2.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: Standard two-line title "Safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347
Typeface: 3" Helvetica Bold
Color: Black

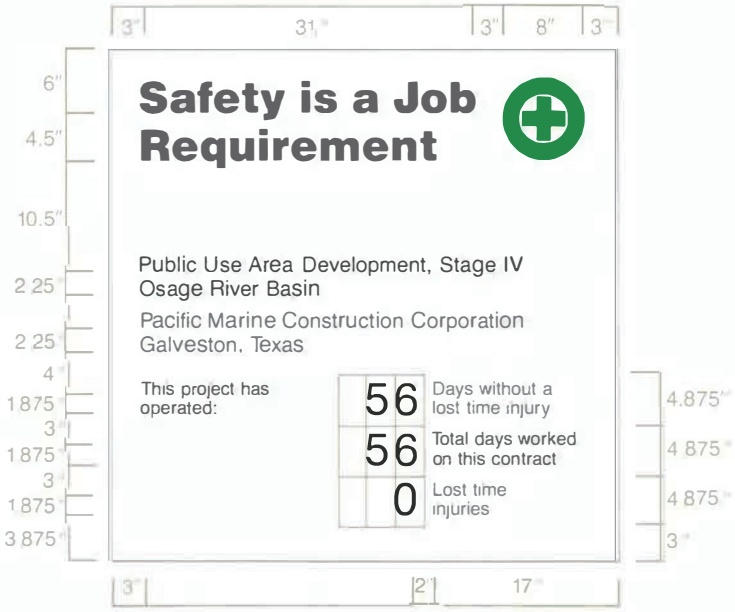
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 3: One- to two-line identification: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

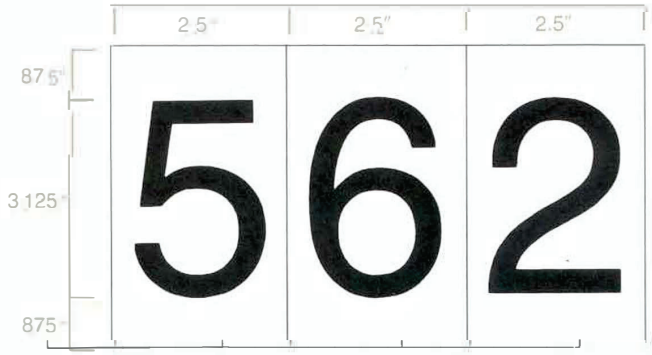
Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5" x .5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4" x 4"	4" x 4"	HDO-3	48"	WH/BK-GR



All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on pages 16.2-3. Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

For additional information on the proper method to prepare sign panel graphics, contact the District sign coordinator.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16.2-3.

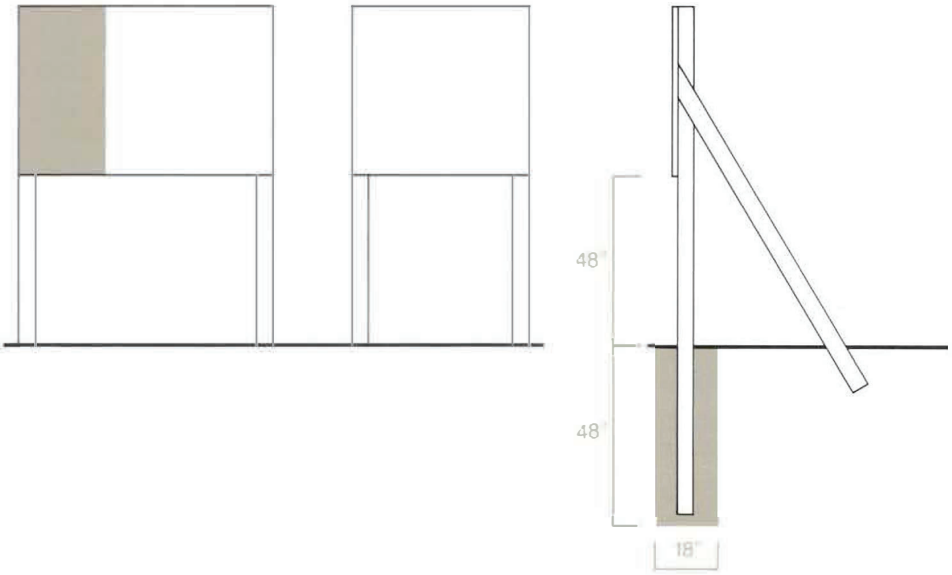
The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5").

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

Apply graphic panel to prepared HDO plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4" x 4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4' hole. Local soil conditions and/or wind loading may require bolting additional 2" x 4" struts on inside face of uprights to reinforce installation as shown.



Construction Project Sign
Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

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

Legend Group 5b: Contractor/A&E

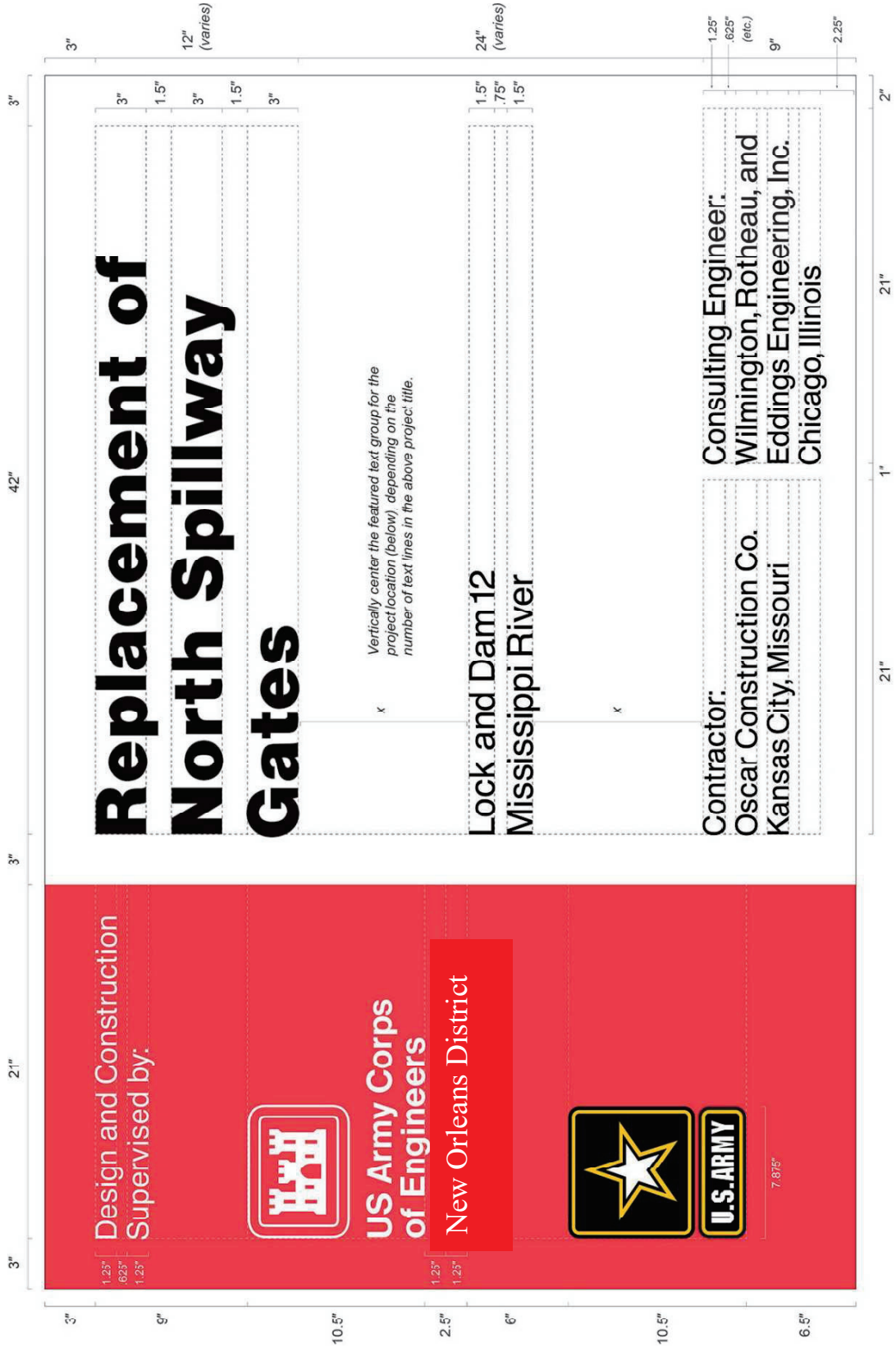
1. _____
2. _____
3. _____
4. _____
5. _____

Safety Performance Sign
Legend Group 1: Project Title

1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____


Design and Construction
Supervised by:
US Army Corps
of Engineers
New Orleans District
U.S. ARMY
Replacement of
North Spillway
Gates
Vertically center the featured text group for the project location (below), depending on the number of text lines in the above project title.
Lock and Dam 12
Mississippi River
Contractor:
Oscar Construction Co.
Kansas City, Missouri
Consulting Engineer:
Wilmington, Rotheau, and
Eddings Engineering, Inc.
Chicago, Illinois

3” | 31” | 3” | 8” | 3”

6” | 4.5” | 10.5” | 2.25” | 3” | 2.25” | 3” | 4.875” | 4.875” | 5”

Safety is a Job Requirement

Gap Closures at Pump Station #3,
Interim Protection Plan, Phase 1

U.D.H. Builders, Inc.
Baton Rouge, Louisiana

Example

This project started	3	5	0	4
Date since last Lost time accident				
Total lost time injuries				0

4.875” | 4.875” | 4.5” | 3”

3” | 21” | 24”

.75” | 3” | .75”

5 | 0 | 4

2.5” | 1.25” | 2.5” | 2.5”

(NOT TO SCALE)

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RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

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1.2.1 Correspondence and Electronic Communications
1.2.2 Other Factors
1.3 RMS SOFTWARE
1.4 CONTRACT DATABASE - GOVERNMENT
1.5 CONTRACT DATABASE - CONTRACTOR
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1.5.1.6 Request For Information (RFI)
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1.5.2.2 Payment Requests
1.5.3 Quality Control (QC)
1.5.3.1 Quality Control (QC) Reports
1.5.3.2 Deficiency Tracking
1.5.3.3 Three-Phase Control Meetings
1.5.3.4 Labor and Equipment Hours
1.5.3.5 Accident/Safety Reporting
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1.5.3.7 Activity Hazard Analysis
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1.6 IMPLEMENTATION
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PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section Table of Contents --

SECTION 01 45 00.15 10

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for providing and maintaining a Resident Management System as described herein. All costs for the work covered under this section shall be distributed throughout the existing bid items.

1.2 CONTRACT ADMINISTRATION

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Government accesses the system using the Government Mode of RMS (RMS GM) and the Contractor accesses the system using the Contractor Mode (RMS CM). The term RMS will be used in the remainder of this section for both RMS GM and RMS CM. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. The Contractor shall access RMS to record, maintain, input, track, and electronically share information with the Government throughout the contract period in the following areas:

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

The Government is working on transitioning from RMS to the new Construction Management Platform (CMP). The Contractor must be prepared to transition from RMS to CMP at any time throughout the contract duration. The Contractor's obligation to transition from RMS to CMP is a requirement of this contract. Therefore, there will be no additional time or increase in contract cost to complete this transition. In the event of the transition during the contract duration, RMS project information will be migrated to CMP by the Government and available in CMP. After the transition, the Contractor must utilize CMP to perform all contract administration functions previously required in RMS. After the transition, "RMS" and "CMP" will be synonymous for all "Resident Management System" and "RMS" references throughout the contract. Online training for CMP will be made available to the Contractor.

1.2.1 Correspondence and Electronic Communications

For ease and speed of communications, the Contractor shall exchange correspondence and other documents in electronic format to the maximum extent feasible. Some correspondence, including pay requests and payrolls, are also to be provided in paper format with original signatures. Paper documents will govern, in the event of discrepancy with the electronic version.

1.2.2 Other Factors

Other portions of this document have a direct relationship to the reporting accomplished through RMS. Particular attention is directed to the Contract Clause entitled "Schedules for Construction Contracts" (FAR 52.236-15); Contract Clause entitled "Prompt Payment for Construction Contracts" (FAR 52.232-27); Contract Clause entitled "Payments Under Fixed-Price Construction Contracts" (FAR 52.232-5); Section 01 33 00 - Submittal Procedures; and Section 01 35 26 - Governmental Safety Requirements.

1.3 RMS SOFTWARE

RMS is a web-based application. The Contractor shall download, install, and be able to utilize the latest version of the RMS software within 7 calendar days of receipt of the Notice to Proceed. RMS software, system requirements, user manuals, access and installation instructions, program updates, and training information are available from the RMS website (https://rms.usace.army.mil). The Government and the Contractor will have different access authorities to the same contract database through RMS. The common database will be updated automatically each time a user finalizes an entry or change.

1.4 CONTRACT DATABASE - GOVERNMENT

The Government will enter the basic contract award data in RMS prior to granting the Contractor access. The Government entries into RMS will generally be related to submittal reviews, correspondence status, and Quality Assurance (QA) comments, as well as other miscellaneous administrative information.

1.5 CONTRACT DATABASE - CONTRACTOR

Contractor entries into RMS establish, maintain, and update data throughout the duration of the contract. Contractor entries generally include prime and subcontractor information, daily reports, submittals, RFI's, schedule updates, and payment requests. RMS includes the ability to import attachments and export reports in many of the modules, including submittals. The contractor responsibilities for entries in RMS typically include the following items:

1.5.1 Administration

1.5.1.1 Contractor Information

The Contractor shall enter all current Contractor administrative data and information into RMS within 7 calendar days of receiving access to the contract in RMS. This includes, but is not limited to, Contractor's name, address, telephone numbers, management staff, and other required items.

1.5.1.2 Subcontractor Information

The Contractor shall enter all missing subcontractor administrative data and information into RMS CM within 7 calendar days of receiving access to the contract in RMS or within 7 calendar days of the signing of the subcontractor agreement for agreements signed at a later date. This includes name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately

for each trade to be performed.

1.5.1.3 Correspondence

The Contractor shall identify all Contractor correspondence to the Government with a serial number. The Contractor shall prefix correspondence initiated by the Contractor's site office with "S" and shall prefix letters initiated by the Contractor's home (main) office with "H". Letters shall be numbered starting from 0001 (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C" or "RFP".

1.5.1.4 Equipment

The Contractor shall enter and maintain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.5.1.5 Reports

The Contractor shall track the status of the project utilizing the reports available in RMS. The value of these reports is reflective of the quality of the data input. These reports include the Progress Payment Request worksheet, Quality Control (QC) comments, Submittal Register Status, and Three-Phase Control worksheets.

1.5.1.6 Request For Information (RFI)

The Contractor shall create and track all Requests For Information (RFI) in the RMS Administration Module for Government review and response.

1.5.2 Finances

1.5.2.1 Pay Activity Data

The Contractor shall develop and enter a list of pay activities. The sum of pay activities equals the total contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities assigned to a CLIN equals the amount of each CLIN.

1.5.2.2 Payment Requests

The Contractor shall prepare all progress payment requests using RMS and shall update the work completed under the contract at least monthly, measured as percent or as specific quantities. After the update, the Contractor shall generate a payment request and prompt payment certification using RMS. The Contractor shall submit the signed prompt payment certification and payment request as well as supporting data either electronically or by hard copy. Unless waived by the Contracting Officer, a signed paper copy of the approved payment certification and request is also required and will govern in the event of discrepancy with the electronic version.

1.5.3 Quality Control (QC)

The Contractor shall identify in his/her Quality Control Plan persons assigned as CQC System Manager and Alternate CQC System Manager. These individuals, within the onsite work organization, shall be responsible for

overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 3 years (full time) experience in related equivalent work. This CQC System Manager shall be onsite at all times during construction and shall be employed by the prime contractor. The CQC System Manager shall not have any duties other than quality control. When the alternate for the CQC System Manager is activated, he/she shall also have no duties other than quality control.

1.5.3.1 Quality Control (QC) Reports

The Contractor's Quality Control (QC) Daily Report in RMS is the official report. The Contractor can use other supplemental formats to record QC data, but information from any supplemental formats are to be consolidated and entered into the RMS QC Daily Report. Any supplemental information may be entered into RMS as an attachment to the report. QC Daily Reports must be finalized and signed in RMS within 24 hours after the date covered by the report. The Contractor shall provide the Government a printed signed copy of the QC Daily Report, unless waived by the Contracting Officer.

1.5.3.2 Deficiency Tracking

The Contractor shall use the QC Daily Report Module to enter and track deficiencies. Deficiencies identified and entered into RMS by the Contractor or the Government will be sequentially numbered with a QC or QA prefix for tracking purposes. The Contractor shall enter each deficiency into RMS the same day that the deficiency is identified and shall monitor, track, and resolve all QC and QA entered deficiencies. A deficiency is not considered to be corrected until the Government indicates concurrence in RMS.

1.5.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS. Worksheets for the three-phase control meetings are generated within RMS.

1.5.3.4 Labor and Equipment Hours

The Contractor shall enter labor and equipment exposure hours on a daily basis and shall roll up the labor and equipment exposure data into a monthly exposure report.

1.5.3.5 Accident/Safety Reporting

Both the Contractor and the Government enter safety related comments in RMS as a deficiency. The Contractor shall monitor, track, and show resolution for safety issues in the QC Daily Report area of the RMS QC Module. In addition, the Contractor shall follow all reporting requirements for accidents and incidents as required in the EM 385-1-1, Section 01 35 26 - Governmental Safety Requirements, and as required by any other applicable Federal, State, or local agencies.

1.5.3.6 Definable Features of Work

The Contractor shall enter each feature of work into the RMS QC Module. A feature of work may be associated with a single or multiple pay activities; however, a pay activity is only to be linked to a single

feature of work.

1.5.3.7 Activity Hazard Analysis

The Contractor shall import activity hazard analysis electronic document files into the RMS QC Module utilizing the document package manager.

1.5.4 Submittal Management

The Contractor shall enter all current submittal register data and information into RMS within 7 calendar days of receiving access to the contract in RMS. The information shown on the submittal register in Section 01 33 00 - Submittal Procedures will already be entered into the RMS database when access is granted. The Contractor shall group electronic submittal documents into transmittal packages to send to the Government, except very large electronic files, samples, spare parts, mock ups, color boards, or where hard copies are specifically required. The Contractor shall track transmittals and update the submittal register in RMS on a daily basis throughout the duration of the contract. The Contractor shall submit hard copies of all submittals unless waived by the Contracting Officer.

1.5.5 Schedule

The Contractor shall enter and update the contract project schedule in RMS by either manually entering all schedule data or by importing the Standard Data Exchange Format (SDEF) file.

1.5.6 Closeout

Closeout documents, processes and forms are managed and tracked in RMS by both the Contractor and the Government. The Contractor shall ensure that all closeout documents are entered, completed, and documented within RMS.

1.6 IMPLEMENTATION

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

1.7 NOTIFICATION OF NONCOMPLIANCE

The Contractor shall take corrective action within 7 calendar days after receipt of notice of RMS non-compliance by the Contracting Officer.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

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1.3.1 Environmental Protection
1.4 ENVIRONMENTAL PROTECTION PLAN
1.4.1 General
1.4.2 Implementation and Reporting
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1.6 SUBCONTRACTORS
1.7 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

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PART 3 EXECUTION

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3.2 PROTECTION OF WATER RESOURCES
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3.3 PROTECTION OF FISH AND WILDLIFE
3.3.1 Manatee Considerations
3.3.2 Sturgeon
3.4 DISPOSAL OF MATERIALS
3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES
3.6 POLYSTYRENE AND OTHER CHEMICALLY-FORMED FLOTATION COLLAR MATERIAL USED FOR DREDGE PIPELINES
3.7 JANITOR SERVICES
3.8 REPORTING OF POLLUTION SPILLS (33 CFR 153.203)

-- End of Section Table of Contents --

SECTION 01 57 20.00 10

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

a. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for the prevention of environmental pollution during and as a result of dredging operations and related activities, except for those measures set forth in other technical portions of the specifications.

b. Environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which:

(1) Adversely affect human health or welfare;

(2) Unfavorably alter ecological balances of importance to human life;

(3) Affect other species of importance to man; or

(4) Degrade the utility of the environment for aesthetic and recreational purposes.

c. The control of environmental pollution requires consideration of air, water, and land, and involves noise abatement, solid waste management, management of radiant energy, and management of radioactive materials, as well as other pollutants.

1.2 APPLICABLE REGULATIONS

In order to prevent, and to provide for abatement and control of any environmental pollution arising from construction activities in the performance of this contract, the Contractor and his/her subcontractors shall comply with all applicable Federal, State, and Local laws, and regulations concerning environmental pollution control and abatement.

1.3 MEASUREMENT AND PAYMENT

1.3.1 Environmental Protection

No separate measurement or payment will be made for environmental protection as described herein. All costs for the work covered under this section shall be distributed throughout the existing bid items.

1.4 ENVIRONMENTAL PROTECTION PLAN

1.4.1 General

The Contractor shall establish and maintain a plan for environmental protection, to assure compliance with contract specifications. The Contractor shall also maintain records of environmental protection for all dredging operations, including but not limited to the following:

a. Environmental pollution control plan;

b. Applicable Federal, State, and Local pollution control regulations;

c. Air Pollution - dust, smoke, noise, etc.;

d. Water Pollution - disposal of water, oil, etc.;

e. Land Pollution - debris disposal, restoration of temporary construction sites, etc.;

f. Training course for employees;

g. Corrective actions taken.

1.4.2 Implementation and Reporting

a. Within 120 hours after receiving notice to proceed, the Contractor shall submit, in writing, proposals for environmental pollution control, disposal of debris and trash, and an Environmental Protection Plan, and

b. When directed by the Contracting Officer to a Secondary Dredging Region, the Contractor shall re-submit the endangered species portion of the Environmental Protection Plan applicable to that region.

1.5 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor, in writing, of any noncompliance with the environmental clauses and the corrective action to be taken. Such notice, when delivered to the Contractor or the Contractor's authorized representative at the site of work, shall be deemed sufficient for this purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work, until satisfactory corrective action has been taken. No part of time lost due to such a stop order shall be made the subject of a claim for time extensions or for excess costs or damages by the Contractor.

1.6 SUBCONTRACTORS

The Contractor shall be responsible for ensuring that all subcontractors comply with these environmental clauses.

1.7 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

See Section 01 30 00, paragraph entitled "Rights-of-Way", for a deviation from the government furnished plates or specifications (e.g., proposed borrow, disposal areas, staging areas, alternate access route, etc.).

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 PROTECTION OF LAND RESOURCES

Discovery of Previously Unknown Archaeological Remains and Artifacts. If during the course of work, archaeological artifacts (prehistoric or

historic), unmarked graves, burials, human remains, or items of cultural patrimony are discovered, the Contractor shall stop work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. The Contractor shall inform the Government Inspector, Contracting Officer's Representative, and Administrative Contracting Officer, who will in turn contact CEMVN Historic Preservation (HP) staff. The Contractor shall not proceed with work in the vicinity until CEMVN HP staff completes consultation with the State Historic Preservation Offices and others unless notified otherwise.

3.2 PROTECTION OF WATER RESOURCES

3.2.1 Contamination of Water

The Contractor shall not pollute any body of water with fuels; oils; bitumens; calcium chlorides; herbicides; insecticides; other materials harmful to fish, shellfish, or wildlife; or with materials that may be a detriment to outdoor recreation. The redistribution or reinjection of pollutants pre-existing in dredged material or river water will not be considered as pollution caused by the Contractor.

3.2.2 Water Quality Monitoring

The Contractor shall assist the Government, using available on-site plant and manpower, in monitoring the water quality aspects of the dredging and disposal operations.

3.3 PROTECTION OF FISH AND WILDLIFE

The Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. The Contractor shall not alter natural water flows or otherwise disturb natural habitat adjacent to or within the project area that are critical to fish or wildlife.

3.3.1 Manatee Considerations

The West Indian manatee may be present in the project vicinity. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees in the area, and the need to avoid collisions with these animals. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees. Manatees are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. The Contractor shall be held responsible for any manatee harmed, harassed, or killed as a result of construction activities not conducted in accordance with these specifications.

Manatee Signs. Prior to commencement of construction, each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8-1/2 inches by 11 inches reading, "CAUTION: MANATEE HABITAT/IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA." In the absence of a vessel, a temporary three foot by four foot sign reading "CAUTION: MANATEE AREA" shall be posted adjacent to the issued construction permit. A second temporary sign measuring 8-1/2 inches by 11 inches reading "CAUTION: MANATEE HABITAT. EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION" shall be posted at the dredge operator control station and at a location

prominently adjacent to the issued construction permit. The Contractor shall remove the signs upon completion of construction.

a. Special Operating Conditions if Manatees are Present in the Project Area.

(1) If a manatee(s) is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the Contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. If a manatee is closer than 50 feet to moving equipment or the project area, the equipment shall be shut down and all construction activities shall cease to ensure protection of the manatee. Construction activities shall not resume until the manatee has departed and the 50-foot buffer has been reestablished.

(2) If a manatee(s) is sighted in the project area, all vessels associated with the project shall operate at "no wake/idle" speeds at all times, and vessels will follow routes of deep water whenever possible, until the manatee has departed the project area. Boats used to transport personnel shall be shallow-draft vessels, preferably of the light-displacement category, where navigational safety permits.

(3) If siltation barriers are used, they shall be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment.

b. Manatee Sighting Reports. Any sightings of manatees or collisions with a manatee shall be immediately reported to the Corps of Engineers. The points of contact within the Corps of Engineers will be the Administrative Contracting Officer and Mr. Jeff Corbino, PHONE (504) 862-1958, EMAIL: Jeffrey.M.Corbino@usace.army.mil.

3.3.2 Sturgeon

The Contractor shall ensure that the following are done to reduce the likelihood of Sturgeon entrainment:

a. When lowering the ladder, the pumping rate should be reduced to the lowest speed feasible while the cutterhead is being lowered.

b. The cutterhead remains completely buried in the channel bottom during dredging operations.

c. If pumping water through the cutterhead is deemed necessary to dislodge material, or to clean the pumps, the pumping rate should be reduced to the lowest rate feasible while raising the ladder until the cutterhead is at least at mid-depth at which point the pumping rate can be increased.

3.4 DISPOSAL OF MATERIALS

a. The Contractor shall provide daily trash collection and cleanup of the dredge and attendant plant.

b. Disposal locations for waste materials, effluents, trash, garbage, oil, grease, chemicals, etc., shall be such that harmful debris will

not enter the waterway, adjacent wetlands, or the disposal areas; prevent the use of the area for recreation; or present a hazard to wildlife. Debris disposal shall be in accordance with applicable Federal, State, and Local regulations, and shall be performed in a manner approved by the Contracting Officer.

3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES

During the life of this contract, the Contractor shall maintain all facilities constructed for pollution control for as long as the operations creating the particular pollutant are being carried out, or until the material concerned has become stabilized to the extent that pollution is no longer being created. Early in the contract period the Contractor shall conduct a training course that will emphasize all phases of environmental protection. This course shall involve all Contractor personnel working on the contract. The Contractor shall notify the Contracting Officer of the scheduled time for this course so that the Contracting Officer's Representative can attend.

3.6 POLYSTYRENE AND OTHER CHEMICALLY-FORMED FLOTATION COLLAR MATERIAL USED FOR DREDGE PIPELINES

The Contractor shall remove all debris caused by the use of polystyrene (styrofoam or similar material) floating pipelines, at the dredge site or any other locations used to install, store, or repair the floating pipeline. Suitable banding, mesh, or other covering shall be placed on the polystyrene floating pipeline to prevent deterioration during normal dredging operations. The discharge pipeline shall conform to lighting requirements set forth by the US Coast Guard in the "Rules of the Road, International-Inland" https://www.navcen.uscg.gov/pdf/navrules/navrules.pdf.

3.7 JANITOR SERVICES

The Contractor shall furnish daily janitorial services for the dredge and attendant plant during the entire life of the contract. The bathroom facilities shall be kept clean and sanitary at all times. Facilities for the storage, preparation, and serving of food will likewise be kept clean and sanitary. Services shall be performed at such a time and in such a manner to least interfere with operations, and need only be accomplished when the facilities are in daily use.

3.8 REPORTING OF POLLUTION SPILLS (33 CFR 153.203)

If an oil spill or chemical release occurs during the performance of this contract, the Contractor shall contact the National Response Center at 1-800-424-8802, as soon as possible. If telephone communications are not possible, the nearest US Coast Guard office may be contacted by radio to report the spill. The Contractor shall comply with the instructions from the responding agency concerning containment and cleanup of the spill, and shall provide the Contracting Officer with a complete written report of the incident.

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SECTION 35 01 50.73

SURVEYS

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for surveying as specified herein and as indicated on the contract plates. Unless otherwise specified, surveys and surveying shall be in accordance with EM 1110-2-1003, Engineering and Design, Hydrographic Surveying, latest edition.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for surveys, survey equipment (survey boat, electronic positioning equipment, depth sensors, and appurtenant items), or quantity computations as specified herein. All costs for the work covered under this section shall be included in the contract unit price per hour in the applicable "Dredging" and "Option Dredging" items on the bidding schedule.

1.3 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with the contract requirements and maintain records of his quality control for all surveying including but not limited to the following:

a. Layouts and Surveys. Daily log of layout work and surveys consisting of type and location using the Government established baselines and gages as stated in the Contract Clause entitled "Layout of Work" (FAR 52.236-17).

b. Reporting. The original and two copies of these reports and tests as well as the records of corrective action taken, shall be furnished daily to the Government. The report shall include a record of times and dates surveys were run, the horizontal control stations used and their coordinates, the vertical control points used and their elevations, and weather conditions.

1.4 PROFESSIONAL CERTIFICATION

All surveys shall be performed in the presence of the Government Representative. All surveys shall be performed under the direction of and certified by a Professional Land Surveyor currently licensed by any state in the United States of America. In addition, the surveyor shall document at least three years of experience in hydrographic surveying of navigable channels.

PART 2 PRODUCTS

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

2.1 SURVEY EQUIPMENT

The Contractor shall submit, to the Contracting Officer for review, a plan for the verification of surveying equipment described herein. The plan shall include types, certifications, calibration checks, etc., for the surveying equipment.

2.1.1 Survey Boat

a. The Contractor shall furnish survey vessel(s), diesel or gasoline powered, twin engine, not less than 30 feet in length, and equipped with the following:

- Enclosed cabin;
- Space for four (4) passengers;
- Heating/air conditioning;
- Fully operated;
- U.S. Coast Guard (USCG) certified;
- Navigation radar, as described in Section 35 20 23.23, paragraph entitled "Navigation Radar";
- Operable radio (same frequency as the dredge) for each dredge in operation;
- A surveying lead line as described in EM 1110-2-1003, Appendix B-2.
- Hydrographic Surveying System: Hydrographic surveying software (HYPACK or equivalent) and electronic horizontal positioning (Differentially corrected Global Positioning, DGPS), depth sounding and data acquisition instrumentation. The use of motion compensation (a heave/pitch/roll sensor) is optional; however, if it is not used, then the conduct of the survey will be restricted by roll/pitch/heave sea-state limits [>10 degrees (roll-pitch), >.5 foot (heave)] as interpreted by the on-site Government Representative. Additionally, if the survey system utilizes motion compensation, then a side, bow or stern mounting of the fathometer transducer is acceptable; however, if motion compensation is not available, then the transducer must be hull mounted.
- The vessel(s) must, at minimum, have a fathometer bar check apparatus as described in EM 1110-2-1003, paragraph 4-10.

b. The height of the fathometer transducer face while the vessel(s) is static (draft) and in motion (settlement, squat) must be determined as described in EM 1110-2-1003, paragraph 4-13. A method must be established to determine and correct for any vessel draft changes during the surveying period [ex: Real-Time Kinematic (RTK) observations at static draft to increasing engine RPM (paragraph 4-13c)].

c. Prior to surveying operations, a hydrographic system latency bias calibration test must be performed and the latency correctors must be applied (EM 1110-2-1003, paragraph 4-15).

d. "No Smoking" signs shall be posted and no smoking will be allowed when occupied by Government personnel.

2.1.2 Fathometer

2.1.2.1 General

All survey soundings shall be taken with a precision, high-resolution (0.1

feet) fathometer. The acoustic ping rate shall be, at minimum, 10 soundings per second. To limit signal attenuation in areas of unconsolidated bottom sediments, the acoustic frequency utilized shall be within the range of 24-28 KHz and the Low Frequency Low Pulse Width shall be in accordance with the Manufacturers recommended settings for unconsolidated bottom sediments in shallow water depths (i.e., 0 to 150 feet). If a dual frequency fathometer is utilized, then the low frequency shall be within the 24-28 KHz range. At minimum, the equipment shall be capable of recording depths of water ranging from three feet under the transducer face(s) to a maximum of 50 feet. At this maximum depth, the sounding accuracy must be 0.5 feet (28 KHz transducer). Acoustic returns shall be recorded on thermal chart paper by a fixed, high-resolution printing element (no stylus). A digital fathometer may be used instead of paper charts as directed by the Contracting Officer's Representative, but the Contractor must still be capable of producing paper charts unless otherwise directed by the Contracting Officer's Representative. The paper chart scaling shall be in English units, no greater than 0-50 feet full-scale and graduated in 1 foot increments with numeric depth annotations at the 0, 10, 20, 30, 40, 50 foot chart levels. The instrument shall, at minimum, be capable of adjusting transmit power, receiver sensitivity and time-varied gain settings and of inputting the correct speed-of-sound, vessel draft and tide values. Additionally, the surveyor shall print the control parameter settings on the chart paper at the start of all surveys and when any control settings are changed and before and after all bar checks. Prior to the Contractor taking preliminary field surveys, control parameter settings shall be turned into the Government Inspector for review to ensure the settings meet the surveying parameters. During the surveying of run lines, the fathometer shall be capable of annotating periodic event marks on the paper chart as directed by other surveying system components (positioning, controlling software) and be capable of transmitting each event sounding back to these system components for horizontal position tagging and data storage.

2.1.2.2 Calibration

Hydrographic fathometer calibrations shall be performed at the survey site by methods described in EM 1110-2-1003, paragraphs 4-10 through 4-15 and at a frequency listed in table 4-6 for navigation and dredging support surveys with soft bottom materials. The acoustic traces of the bar or ball check calibrations shall be captured on the fathometer paper chart (at the 10, 20, and 30 foot depths, or as directed by the Government Representative) along with a notation indicating the site location (i.e., station, lat/long, x, y), the date and time. Additionally, if a velocity meter probe is utilized, the average speed-of-sound reading for the entire water column and the location, date and time of the probe sounding must also be noted on the fathometer paper chart. All calibration and soundings shall be made in the presence and to the satisfaction of the Government Representative at the job site.

2.1.2.3 Low Frequency Signal Parameters

The Low Frequency Pulse Width range of cycles (i.e., 1 to 10) used shall not produce signal lengths less than 35 microseconds or greater than 125 microseconds.

For example, using an Odom MKIII 24 kHz transducer with a LF Pulse Width Setting of 2, will result in an 83.3 microsecond long signal.

2 cycles (i.e., LF Pulse Width Setting = 2) / 24,000 Hz = 83.3 microseconds

2.1.3 Horizontal Positioning Equipment

The hydrographic surveying vessel(s) must meet or exceed horizontal accuracy of U.S. Coast Guard (USCG) Maritime Differential Global Positioning System (DGPS) instrumentation for determining horizontal positioning during surveying operations in accordance with EM 1110-2-1003, paragraph 7-3. This DGPS instrumentation must have a positioning accuracy of 1-3 meters 2DRMS. Commercial DGPS Subscription Services or the USCG DGPS Radiobeacon Navigation Service may be used for real-time pseudo-range (differential) corrections. If the USCG system is to be utilized, then the English Turn beacon site shall be the source for differential corrections. The GPS antenna on the survey vessel(s) must be physically positioned directly above the fathometer transducer or the hydrographic surveying software suite must be capable of aligning the horizontal and vertical sensors.

2.1.4 Water Surface Elevation Measurement

The hydrographic surveying vessel(s) must reduce final survey elevations relative to project datum using tide staffs referenced in the Dredging Region Section(s). As directed by the Contracting Officer's Representative, visual water level observations, Real-Time Kinematic (RTK), Real-Time Networks (RTN), or post-processed kinematic elevation computations shall be used in accordance with EM 1110-2-1003, paragraphs 7-11 through 7-14. Real-time or post-processed methods must include a static observation adjacent to the tide staff(s) for calibration of orthometric heights to project datum.

PART 3 EXECUTION

3.1 SURVEYS

Surveys will include but will not be limited to the following surveys.

3.1.1 General

Surveys for all fixed stations shall be performed in accordance with EM 1110-2-1003, Chapter 4 - Section IV "Data Collection, Editing, and Processing". Survey data provided herein is presented in NAD 83, US Feet format. The Contractor shall be able to use this data to lay out the work and subsequently provide completed work as specified herein to the Government. Prior to initiating positioning surveys using electronic survey equipment, a calibration test of the electronic measuring device shall be performed according to the manufacturer's instructions in the presence of the Contracting Officer's Representative. Calibration checks shall be run at the beginning and completion of each day's survey or portion thereof. Results shall be furnished daily to the Contracting Officer's Representative. All electronic surveys shall be tied to a fixed station. The station may be a Government furnished point or a temporary point established by the Contractor and approved by the Contracting Officer's Representative. Should the electronic measuring device fail to indicate the known distance within the factory defined error range for the device, the device shall not be used for determining survey positions. CEMVN Navigation Condition Surveys can be obtained from the following: https://www.mvn.usace.army.mil/Missions/Navigation/Channel-Surveys/.

3.1.2 Horizontal and Vertical Control Points

Horizontal and vertical control points for the work described herein are located in the Dredging Region Section(s).

3.1.3 Preliminary Field Surveys

Prior to taking any original cross sections, the Contractor shall run a preliminary field survey electronically controlled locating the baseline/centerline, towers, all buoys, channel markers, utility crossings, P.C.'s, P.T.'s, P.I.'s, and P.O.T.'s within the limits of the survey area. The data from this survey shall be plotted on a plan sheet and submitted to the Contracting Officer for confirmation of correct channel alignment. The Contractor shall also submit a Hypack Channel file (.chn) that depicts the channel alignment of the entire dredging region prior to the pre-construction conference. The Contractor shall not proceed with any dredging work until the Contracting Officer determines the final channel alignment and furnishes this information to the Contractor. See the applicable Dredging Region Section(s) for additional requirements.

3.1.4 Before and After Dredging Cross Sections

a. Before and After Dredging Cross Section requirements specific to a particular dredging region are located in the applicable Dredging Region Section(s). Depth soundings shall be made with the hydrographic surveying system (as described in the paragraph entitled "Survey Equipment") and the recorded sounding resolution shall be one sounding for every 5 feet along the cross section runlines (normal to the centerline). The recorded depths shall be to a resolution of 0.1 feet. The sensitivity/gain control setting that is selected for the survey area bottom material-type must also be used for the bar check calibrations and must not be adjusted during hydrographic surveying (EM 1110-2-1003, paragraph 4-6). In areas of consolidated bottom material, the digitized and recorded depth soundings shall indicate the true channel bottom. However, in survey areas containing unconsolidated bottom materials, acoustic measurements must be calibrated with lead line measurements. These leadline measurements must be notated on the fathometer paper chart and taken at a minimum of 5,000 foot intervals; on the channel centerline and both edges of cut, or as determined by the Government Representative on the jobsite. The procedures for surveying in unconsolidated bottom material areas are outlined and described in EM 1110-2-1003, Appendix P and more specifically P-8a. The real-time fathometer paper charting of the surveying runs, to include calibration and leadline events and all survey notations, shall be furnished to the Government. Electronic or digital fathometer read-outs will be acceptable as directed by the Contracting Officer's Representative. Stored hydrographic data (x,y,z) shall also be furnished to the Government in a structured ASCII format on compact disk (CD) media.

b. A chart layout of the before dredging cross sections shall be prepared by the Contractor and approved by the Contracting Officer's Representative. This graphical chart must represent a scaled plan view of the survey area with the recorded 5 foot interval depth soundings (0.1 foot resolution) plotted at their x,y positions.

c. The actual location of each sounding taken on each before dredging cross section range shall be provided. This information shall be in

the form of printout tabulation giving the actual distance of the soundings from the baseline (on an azimuth normal to the centerline of the cut). Soundings shall be to the nearest 0.1-foot referred to the water surface. This information shall also be plotted on a printout sheet, horizontal vertical scale, along with a section showing the required dredging dimensions. The time and date taken shall be shown and the gage reading applicable to the survey shall be shown. The applicable gage shall be read to the nearest 0.1-foot prior to and after each day's survey. More frequent readings may be required when directed by the Government Representative.

d. The Contractor shall remove, at no additional cost to the Government, any material in the navigation channel outside the area designated to be dredged if the material falls within the channel and was not indicated on the before dredging survey (roll effect downstream of the cutterhead dredge).

3.1.5 Collecting, Recording, Processing, and Transmitting Data

The data obtained from the electronic positioning/control system and the fathometer shall be collected, recorded, and processed. Soundings shall be recorded to the nearest 0.1-foot and the X and Y coordinates of these soundings shall be recorded to the nearest foot. The applicable gage shall be read to the nearest 0.1 foot prior to and after each day's survey. More frequent readings will be required when directed by the Government Inspector. From the processed data, the Contractor shall provide certain survey information taken for the purpose of computing the total amount of work to be paid for. The Contractor must furnish the required data on CD/DVD/e-mail containing ASCII character set. The information received shall be free of errors and in the following format: (a) the X-coordinate in feet of a recognized Louisiana Lambert grid system, (b) the Y-coordinate in feet of same recognized Louisiana grid system, (c) the elevation, and (d) remarks such as the station number (i.e. 1+00), CL (for centerline), ES (for end of station), EJ (end of file), and direction of survey (either "L" for + or "R" for -, followed by Station No., i.e. L 30+00). The time and date the cross section was taken and the gage reading applicable to the section must be included. The electronically recorded data files, along with a hard copy of the track plotter surveys, plotted on the chart to show compliance with alignment, and quantity computations shall be presented to the Government Representative on site no later than three days after the survey is taken. Not submitting the data in accordance to the specifications and within the allotted time will be cause to withhold progress payment. Under no circumstances shall the information be edited for the purpose of eliminating incorrect soundings. The Contractor shall provide a separate file listing all incorrect soundings to be eliminated. The Contractor shall submit a separate survey file for each 2,000 feet acceptance reach (or portion less than 2,000 feet for the final reach of an assignment) unless otherwise directed by the Government Inspector. The beginning station for each file shall be the repeated ending station from the previous file (i.e., Sta. 820+00 to 840+00, Sta. 840+00 to 860+00, etc.).

3.1.6 Acceptance Profiles

Upon completion of dredging in a designated reach, waterway profiles shall be taken over the same dredging reach. Distances between soundings on each profile shall be 20 feet. Controlled profiles of the waterway shall be made along the dredge cut centerline and one at each outside bottom edge of the cut. The Government reserves the right to direct additional

soundings to be taken along ranges normal to the above defined profiles at no additional cost to the Government. This information shall be plotted on a printout sheet, 1 inch = 300 feet horizontal: 1 inch = 10 feet vertical scale. Waterway profiles shall be performed for secondary dredging regions as directed by the Contracting Officer if these regions are utilized.

3.1.7 Quantity Computations

Reference Section 35 20 23.23, paragraph entitled "Dredging Performance Pay Adjustments". For the purpose of computing the average actual production rate, the actual quantity of dredged material removed shall be measured by the cubic yard by computing the volume along the centerline between the before and after dredging cross sections using the average end area method and limited by the allowable dredging tolerances described in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". The Contractor shall make dredging volume computations which shall be furnished to the Government with the before and after survey data described in the paragraph entitled "Before and After Dredging Cross Sections". In computing end areas and volumes for the purpose of computing the average actual production rate payment, the Contractor shall translate all cross section survey shots to the correct azimuth normal to the centerline of the cut and shall insert a shot at the actual station C/L with an interpolated elevation. The Government will check and verify the computations using this data, which will be used to compute the actual dredging rate in accordance with Section 35 20 23.23, paragraph entitled "Dredging Performance Pay Adjustments". No before dredging cross sections will be allowed to be taken and used for quantity computations within 500 feet in front of the dredge.

3.1.8 Survey Data

Each field book shall be given an identification number, which shall be noted on each page of the book. The information shown in the field notes shall meet the requirements of the Contracting Government Representative. The Contractor shall promptly plot the channel cross sections on a scale as described in the applicable Dredging Region Section(s). Plotted cross sections, profiles, and duplicate notes shall be kept at the jobsite at all times and made available to the Government Representative upon request. The Contractor shall furnish to the Contracting Officer's Representative the plotted original cross sections for a minimum distance of 500 feet ahead of the dredging location in the direction of work progression. One copy of all plotted Before and After dredging cross sections shall be kept in the lever room of the dredge at all times.

3.1.9 Before and After Disposal Surveys

Before and after disposal survey requirements specific to a particular dredging region are located in the applicable Dredging Region Section(s).

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Figure 1: Minimum Dredge Plant Length

Sample Pump Curve

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SECTION 35 20 23.23

HYDRAULIC DREDGING

PART 1 GENERAL

1.1 SCOPE

It is the purpose of these specifications to secure for the Government the hire and operation of one cutterhead dredge, with a dredge discharge size not less than 27 inches inside diameter (ID), complete in all respects, including all attendant plant and crew. The dredge shall be efficient and effective for all work described in these specifications. All floating plant shall comply with applicable US Coast Guard and US Public Health Service regulations. The Contractor shall furnish all plant, materials, equipment, supplies, labor, and transportation, and perform all work in strict accordance with these specifications. All work, materials, and services not expressly called for in these specifications, but which may be necessary for complete and proper operations to carry out the contract in good faith shall be performed, furnished, or installed by the Contractor at no increase in cost to the Government. All work under these specifications shall be performed in accordance with the provisions of EM 385-1-1 "Safety and Occupational Health Requirements", latest edition.

1.2 MEASUREMENT AND PAYMENT

1.2.1 Mobilization and Demobilization

An item to cover the cost of initial mobilization and final demobilization of the Contractor's dredge and all attendant plant under this contract is included and will be paid for as stipulated in the Contract Clause entitled "Payment for Mobilization and Demobilization" (DFARS 252.236-7004). The Contractor shall be responsible for staking its own approach for initial and interim mobilization and demobilization, for its dredge and all attendant plant, from the plants location where last employed, to the dredging region(s), as described in the applicable Dredging Region Section(s). The Government will not provide any payments to the Contractor, in addition to the contract job price.

1.2.2 Dredging and Option Dredging Items

All costs for a fully operated cutterhead dredge shall be included in the contract unit price per hour in the "NOH Dredging", "NOH Option Dredging", "Houma Dredging", "Houma Option Dredging", "Bayou Lafourche Dredging", "Bayou Lafourche Option Dredging", "Barataria Bar Dredging", "Barataria Bar Option Dredging", "Baptiste Collette Dredging", and "Baptiste Collette Option Dredging" items on the bidding schedule. Payment for a fully operated cutterhead dredge will be made at the contract unit price per hour for the applicable "Dredging" and "Option Dredging" items at the pay times stipulated in the following subparagraphs. Price and payment shall constitute full compensation for furnishing all necessary plant, labor, fuel, supplies, safety equipment and procedures, crew, furnishing and maintaining communication equipment, crew boat, survey boat and operator, surveys, satisfactory disposal of dredged material, and all operational incidentals thereto.

a. Payment Hours. The hours listed in the bid lots for dredging payment items are payment hours and are equivalent to 100% Pay Time Hours. For the purposes of determining payment, elapsed time and the completion time of the contract, actual hours worked in the 100% pay time status will be converted to adjusted payment hours in accordance with the paragraph entitled "Dredging Performance Pay Adjustments". Actual hours worked in the 70% pay time status and 35% pay time status will be converted to base payment hours by multiplying by 0.70 and 0.35, respectively. All converted base payment hours will be paid at the contract hourly rate for dredging payment items. Converted 70% and 35% base pay time hours will not be adjusted for dredging performance as specified in the paragraph entitled "Dredging Performance Pay Adjustments". Total payment hours as shown on the bidding schedule under dredging payment items shall be the sum of adjusted payment hours for effective dredging time adjusted for performance, as specified in this section, converted 70% base pay time hours and converted 35% base pay time hours. The contract total price will not be exceeded for adjustments made to contract payment hours.

b. Required Production and Dredging Tolerances. Dredging shall be performed at or above the required minimum production rate as specified herein unless assignments involve non standard dredging, as described in the paragraph entitled "Dredging in Non-Standard Reaches and Conditions". To avoid excessive unnecessary dredging at each assignment, quantities shall be measured to the actual elevation of dredging, not to exceed one foot below the dredging assignment's specified elevation and the actual swing width, not to exceed ten feet beyond the specified swing width on each side.

c. Start of Pay Time. Pay time for the cutterhead dredge shall begin on the date and time when material begins flowing out of the discharge pipeline.

d. 100% Pay Time Hours. When the cutterhead dredge is operating with the cutterhead effectively moving material through and out of the discharge pipeline, and meeting the minimum production requirements specified in the applicable Dredging Regions Section(s), and the paragraph entitled "Dredge Plant", the Contractor will be paid at the applicable contract price per hour, to the nearest minute, after adjusting for performance. Actual dredging hours shall be converted to adjusted payment hours in accordance with the paragraph entitled "Dredging Performance Pay Adjustments" when working in "Standard" dredging reaches and conditions. If the Contractor's dredge is working in a "Non-Standard" dredging reach or condition as defined in the paragraph entitled "Dredging in Non-Standard Reaches and Conditions", and the dredge is producing at rates less than the required minimum, then payment for 100% pay time hours will be made at the contract hourly rate for the dredging payment items without downward adjustment. The Contractor will receive upward performance adjustments in "Non-Standard" dredging reaches/conditions, if the contract minimum dredging rate is exceeded. The Contractor shall remove all material in the assigned template in one pass unless otherwise directed by the Contracting Officer.

e. 70% Pay Time Hours. The following will be considered non-effective dredge time. The actual hours clocked as 70% pay time hours that fall within the definition of this subparagraph will be measured to the nearest minute and converted to base payment hours as

specified in the paragraph entitled "Payment Hours".

(1) Changing location of plant within a job assignment;

(2) Movement of the dredge and attendant plant from one assignment to another assignment within the same dredging region or movement of the dredge and attendant plant from the New Orleans Harbor Dredging Region to the Algiers, IHNC, and Harvey Lock Forebays Dredging Region, using dredge towing services paid under the towing service payment item. All 70% pay time under this subparagraph shall be measured from the time material stops flowing out of the discharge pipeline, until the time material starts flowing out of the discharge pipeline at the new location. The pay time shall include preparations time and time to move the dredge to the new dredging location with the preparation time limited to six hours each to stop and start up. Payment for the dredge moving time shall be the actual hours not to exceed the following: (the shortest distance, regardless of dredge size or configuration, from the current dredging location to the new dredging location) / (the minimum tow rate of 3 mph for moving upstream and 5 mph moving downstream);

(3) Stopping work to permit the passage of other vessels, or allowing vessels to dock or depart from a wharf. The Contractor shall make such openings upon signal of any vessel or craft desiring to pass;

(4) Moving swing anchors and wires, and adjusting spud slings made necessary by the progress of the work;

(5) Up to two hours for the purpose of adding or removing floating discharge pipeline;

(6) Up to four hours for the purpose of handling in-place submerged pipeline in the event it becomes necessary to relocate or reconfigure the discharge pipeline to maximize pipeline length;

(7) Time for the purpose of handling shore discharge pipeline;

(8) Up to four hours at a time for the purpose of changing/modifying the cutterhead to a different size or type, or for the purpose of replacing the pump impeller with a different size or type, or for replacing blades in the pump or wipers on the cutter;

(9) Removal of debris and obstructions from the pump, pipeline, and cutterhead, and washing out the pipeline before handling;

(10) Repair or replacement of floating pipeline sections when pontoons are damaged through no fault or no negligence of the Contractor;

(11) Changing to spuds of different lengths, up to four hours at a time;

(12) Seeking a harbor of refuge because of an approaching hurricane or tropical storm. The plant shall be placed on 70% pay time hours when material stops flowing out of the discharge pipeline in order to begin preparations to move the plant to the

harbor of refuge site approved by the Contracting Officer. Pay time will remain at 70% pay time hours for up to 48 hours. All hours over 48 hours shall be 0% pay time hours. Towing costs for moving to and from harbor of refuge will be at the Contractor's expense. Refer to the paragraph entitled "35% Pay Time Hours" for payment of time during ordinary inclement weather on an assignment or while en route between assignments;

(13) Up to 24 hours for delays caused by others, which are beyond the control of the Contractor;

(14) Delays caused at the direction of the Contracting Officer or due to lack of a dredging assignment.

f. 35% Pay Time Hours.

(1) Ordinary inclement weather on an assignment or while en route between assignments, except for hurricanes and tropical storms, shall be considered as 35% pay time hours and shall be measured to the nearest minute and converted to base payment hours as specified in the paragraph entitled "Payment Hours". The plant shall be placed on 35% pay time hours when material stops flowing out of the discharge pipeline in order to begin preparations to move the plant to the harbor of refuge site approved by the Contracting Officer. The plant will remain on 35% pay time hours until material starts flowing out of the discharge pipeline at the previously assigned or newly assigned location. No payment, or division of payment, shall be made for other items or work from the time when the Contracting Officer places the plant in inclement weather status to the time it is removed from that status by the Contracting Officer. Towing costs for moving to and from harbor of refuge shall be at the Contractor's expense. Refer to the paragraph entitled "70% Pay Time Hours" for payment of time during hurricanes and tropical storms.

g. 0% Pay Time Hours. No payment for dredge time will be made for time lost:

(1) At the direction of the Contractor;

(2) When, through the fault or negligence of the Contractor, part of the necessary equipment is unserviceable or not available;

(3) Due to shutdowns for the repair or replacement of worn-out or unserviceable equipment;

(4) When the plant is idle because the Contractor has failed to give notice of assignment completion;

(5) Due to late arrival of towboats;

(6) For removing misplaced material or obstructions;

(7) Due to shutdowns for nonconformance with safety requirements;

(8) For refueling operations that interfere with dredging operations;

(9) From accidents resulting in injury to Contractor or Government

personnel or others;

(10) Due to dredge standby during repairs of failed retaining dikes or pipelines;

(11) In excess of the various limits specified in the paragraph entitled "70% Pay Time Hours";

(12) For reasons not covered by paragraphs entitled "100% Pay Time Hours", "70% Pay Time Hours", and "35% Pay Time Hours";

(13) For time spent traveling to the location of a new dredging assignment when the dredge does not use the shortest route, regardless of dredge size or configuration, to mobilize from its current location to the new dredging assignment. In this case, the Contractor will be paid for the time that would have applied if the dredge had traveled the shortest route, as per the paragraph entitled "70% Pay Time Hours";

(14) When, through the fault or negligence of the Contractor, the after dredging cross sections are not in compliance with the issued assignment. In this case, the Contracting Officer will require the Contractor to re-mobilize the dredge and attendant plant to the deficient reach, re-dredge the deficient area, and demobilize from the deficient dredging area at no additional cost to the Government. 0% pay time hours shall start at the time material stops flowing out of the discharge pipeline where the work was interrupted and continue until the time material is flowing out of the discharge pipeline at the location where the work was interrupted.

h. Classification of Pay Time. When conditions are such that more than one pay status (100%, 70%, 35%, 0%) is appropriate, then pay time shall remain under the lowest applicable classification, until the cause of the lower classification is removed.

i. Accounting for Dredge Time. The Contractor should note that the dredge must account for the full 24 hours of each day, including the first and last day of work. All time will either be 100% time, 70% time, 35% time, or 0% time. When considering daylight savings time changes, only elapsed time will be accounted for.

j. When conditions are such that the Contractor is placed on 0% pay time hours, the Contractor shall remain at 0% pay time hours until material begins flowing out of the discharge pipeline.

k. See the paragraph entitled "Deficient Dredge Performance" for cases of rate adjustment.

l. Dredging Performance Pay Adjustments. Throughout the duration of this contract, 100% pay time hours shall be adjusted based on actual dredging. The adjustment of all 100% pay time hours to adjusted payment hours shall be made by multiplying the actual hours worked in a 100% pay time status by the ratio of the actual hourly production rate to the minimum required production rate specified in the applicable Dredging Region Section(s). Dredging performance pay adjustments will be made for each 14-day period of dredging or shorter periods thereof when deemed appropriate by the Contracting Officer. Partial payments will be made monthly based on the cumulative results

of each 14-day evaluation.

(1) Computation of the Average Actual Production Rate. The Contracting Officer will compute the average actual dredge production rate. This rate will equal the ratio of the actual quantity of dredged material divided by the actual amount of effective dredging time (100% pay time hours) and will be computed for those periods classified as "Standard" dredging reaches by the Contracting Officer and where the minimum production rate is exceeded in non-standard dredging reaches. The actual quantity of material dredged will consist of the difference between "before" and "after" dredging end areas that lie within the tolerances described in the paragraph entitled "Required Production and Dredging Tolerances". Hydrographic survey data must be in accordance with the requirements specified in Section 35 01 50.73, Surveys. These Contractor performed surveys, witnessed by the Government, shall be provided to the Contracting Officer within 24 hours after they are taken.

(2) Hours Adjusted for Performance. Adjusted payment hours shall be computed for all effective dredging time (100% pay time hours) for standard dredging reaches and where the minimum production rate is exceeded in non-standard dredging reaches during each partial pay estimate period as follows, except as noted in paragraph 1.2.2(m). Once this adjustment is made for a partial pay estimate period it will not be changed or combined with computations of another pay estimate period.

Adjusted Payment Hrs =

(Average Actual Production Rate)X(Actual Effective Dredging Time)
(*Contract Minimum Production Rate)

*Different Contract Minimum Production Rates. Payment hours for all effective dredging time will be computed using the appropriate minimum production rates specified in the applicable Dredging Region Section(s).

m. Standard Dredging Conditions. Standard dredging conditions include all assignments except those specifically defined as "Non-Standard" in the paragraph entitled "Dredging in Non-Standard Reaches and Conditions". When dredging in standard dredging conditions, the Contractor shall attain at least the minimum production rate specified. Should the Contractor fail to meet this minimum required production rate, the Government will take action as specified in the paragraph entitled "Deficient Dredge Performance".

n. Dredging in Non-Standard Reaches and Conditions.

(a) Non-Standard dredging reaches are defined as:

When the assignment or portions thereof yield less than the Cross Sectional Quantity per foot of channel as defined below, the assignment or portions thereof will be considered Non-Standard.

The Cross Sectional Quantity represents an average Quantity per foot of channel and is not to be associated with any minimum or maximum height of material.

Cross Sectional Quantity (cy/ft)=(4w+16s)/27

Where w = Bottom swing width of dredging template as directed by Contracting Officer
s = Side slope of dredging template as directed by Contracting Officer
Where s conforms to the following dimension: 1 vertical on s horizontal

(b) Non-Standard dredging conditions are defined as:
(1) When the specified elevation of the dredging assignment is less than 11 feet below the water surface;
(2) All dredging in the vicinity of underground utilities.

(c) See the Dredging Region Section(s) for additional Non-Standard conditions within each specific Dredging Region.

(d) Should production in these reaches and/or conditions exceed the minimum required by the contract when averaged over a standard 24-hour day report period, then the 100% pay time hours for that day shall be adjusted for performance.

(e) When dredging in reaches or conditions determined to be non-standard by the Contracting Officer and the minimum production rate is not attained, the actual dredging time shall be considered as 100% pay time hours and paid at the contract price per hour without adjustment for performance, provided that the Contractor has made every effort to maintain the maximum possible production and the Contracting Officer concurs that the Contractor has in fact made such satisfactory effort.

o. At approximately, but not less than 120 hours before exhaustion of the base dredging hours, the Contracting Officer will compute the average production rate that has been attained by the dredge during all periods when the 100% pay time hours have been adjusted for performance. This computed average production rate will be used to determine the contract time remaining and will fix the production rate for payment purposes of all remaining work in Standard dredging reaches. Should the actual production rate fall below 90 percent of this computed rate, the Contracting Officer will adjust downward the 100% pay time hours based on the latest actual average dredging rate attained. If the Government elects to exercise the optional dredging item at approximately, but not less than 120 hours before exhaustion of the base dredging hours, the pay for performance adjustment mechanisms will remain in force from this point onward until approximately, but not less than 120 hours before exhaustion of the optional dredging hours. At approximately 120 hours before completion of the final dredging assignment, the Contracting Officer will compute the average production rate that has been attained by the dredge during all periods when the 100% pay time hours have been adjusted for performance. This computed average production rate will be used to determine the contract time remaining and will fix the production rate for payment purposes of all remaining work in Standard dredging reaches. Should the actual production rate fall below 90 percent of this computed rate, the Contracting Officer will adjust downward the 100% pay time hours based on the latest actual average dredging rate attained.

p. When the Government does not receive from the Contractor, the

hydrographic survey data used to determine actual production within specified time requirements, 100% pay time hours shall be paid at the basic hourly rate specified in the bid schedule for the dredging payment items. Once the required hydrographic survey data is received by the Government, the payment hours will be re-computed for the pay estimate period in question and any adjustments due will be paid in the next partial pay estimate.

1.2.3 Dredge Towing Service Item

a. General. The Contractor shall furnish towing services described in the paragraph entitled "Dredge Attendant Plant" to move the dredge and equipment on approximately 12 hours advance notice. Measurement and payment under the "Dredge Towing Service" Item will only be made when moving the dredge and attendant plant from one assignment to another assignment within the same dredging region or when moving the dredge and attendant plant from the New Orleans Harbor Dredging Region to the Algiers, IHNC, and Harvey Lock Forebays Dredging Region.

b. Measurement. Measurement for towing services will be made by the mile, not for each towboat by the mile, measured to the nearest 0.1 mile along the channel centerline. Miles for towing the dredge will be limited to the actual amount of all towing miles. No additional measurement will be made when the towboat does not use the shortest route, regardless of dredge size or configuration, to mobilize from its current location to the new dredging assignment. In this case, the measurement will only include the miles that would have applied if the towboat had traveled the shortest route. No measurement will be made for towboat(s) delivery miles to the worksite from their respective location(s) where last employed, nor for miles used in returning the towboat(s) to their respective location(s) where last employed.

c. Payment. Payment for dredge towing service will be made at the contract unit price per mile for "Dredge Towing Service". No additional payment will be made for any towboats and/or towing miles that may be necessary to move attendant or auxiliary plant. No payment will be made for towing service required in moving the dredge and attendant plant to or from a harbor of refuge, due to an approaching hurricane or tropical storm.

1.2.4 Additional Measurement and Payment Items

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

1.2.5 Work for Others

The dredge may be released from this contract for the convenience of the Contractor, upon approval of the Contracting Officer. The dredge shall remain on 72 hour call by the Contracting Officer during the release period. Regardless of the pay status of the dredge at the time it is released, the dredge will immediately go to a non pay status, and remain so until it is recalled to work. Demobilization at the time of release, and mobilization at the time of recall, will not be paid. Payment will cease at the time dredge material stops flowing out of the discharge pipeline. Payment will resume:

a. If the dredge returns to an assignment in the same dredging

region, when dredged material starts flowing through the discharge pipeline;

b. If the dredge returns to an assignment in another dredging region, when the dredge in tow enters the route that would have been taken had the dredge not been released;

c. If the dredge returns to an assignment in another dredging region and the dredge in tow never enters the route that would have been taken had the dredge not been released, when dredged material starts flowing through the discharge pipeline; or

d. If the dredge is already located at some point along the route between the previous and new assignments, upon departure for the new assignment.

1.3 REPORT OF OPERATIONS

1.3.1 Daily Report of Operations

The Contractor shall prepare and submit a Daily Report of Operations (MVN Form 4267) and the Original Leverman's Log signed by each shift leverman, for each dredge working. The MVN Form 4267 provided at the end of this section shall be used in lieu of the RMS Form 4267 and uploaded to RMS separately. These documents shall be submitted electronically on a daily basis and not in groups, e.g. several daily reports packaged together at one time. The original and one copy of these records in report form shall be submitted electronically to the Government Inspector daily within 12 hours after the date covered by the report. Each daily report shall only include the information beginning at 0000 hours and ending at 2400 hours of that day. All calendar days shall be accounted for throughout the life of the contract. A sample of MVN Form 4267 is included at the end of this section.

1.3.2 Monthly Report of Operations

The Contractor shall also prepare a report of operations for each month or partial month's work on MVN Form 322 (Work Sheet for Preparing Consolidated Form 4267). The monthly report shall be submitted electronically on or before the 7th of each month, consolidating the previous month's work. MVN Form 322 can be computer generated and shall be approved by the Contracting Officer's Representative on site. A sample of Form MVN 322 - Work Sheet for Preparing Consolidated Form 4267 and Form 4267 - Report of Operations - Pipeline, Dipper or Bucket Dredges are attached at the end of this section.

1.3.3 Final Report

Upon completion of the work, the Contractor shall electronically submit information for a final report, which consolidates all of the monthly reports, within seven calendar days of contract completion.

1.3.4 Distribution of Reports

The Contractor shall distribute one electronic copy of all reports (daily, monthly, and final) to the Administrative Contracting Officer, Contracting Officer's Representative, and Government Inspector. Each Report of Operations shall be maintained by the Contractor on the dredge. Any additional instructions will be provided by the Administrative Contracting

Officer. Upon completion of the job, the Contractor shall also submit a consolidated job report, combining the monthly reports in accordance with the previously listed distribution.

1.4 DREDGE AND ATTENDANT PLANT DATA SHEET

The Contractor shall complete the plant data sheet located in the paragraph entitled "Cutterhead Dredge and Attendant Plant Data Sheet" for the dredge and attendant plant that the Contractor will use to perform the work under this contract. The completed data sheet shall be submitted in the Contractor's bid package as stated in Section 00010. The dredge and attendant plant data sheet submittal shall constitute a certification that the described plant is available to, and under control of, the Contractor, and shall be for official Government use only. If the Contractor is a joint venture, all parties of the joint venture shall sign the data sheet, with the party owning the dredge and attendant plant identified in the data sheet. If the Contractor requests a substitution of plant or addition of plant during the contract, the plant data sheet of the substituted plant or the additional plant must be submitted at the time of the request. The Contractor shall submit the request timely in order to provide the Government at least 14 calendar days to review the request and complete all necessary paperwork.

1.5 DREDGE CREW

No additional payment will be made for crew in excess of required minimums.

a. Contractor Responsibility. The Contractor shall furnish, subsist if necessary, and pay all crew required for the satisfactory and efficient operation of the dredge and attendant plant, and for handling of pipelines. Subsistence and per diem travel expenses for the crew shall be the responsibility of the Contractor. Minimum crew will be in accordance with US Coast Guard requirements. The Contractor shall be responsible for all accidents to crew and plant and for compliance with all laws pertaining to labor on dredges and attendant plant. Each crewman, when absent, shall be relieved by a qualified replacement. The Contractor shall remove from duty any crewman who, in the opinion of the Contracting Officer, is objectionable or incompetent. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

b. Boat Operators. All operators of boats exceeding 25 feet in length shall possess a current operator's license, issued by the US Coast Guard, for the class of vessel being operated. The Contractor is responsible for ensuring that subcontractors comply with this requirement.

c. Tank Barges. Tank barges need not be manned unless in the opinion of the Officer-in-Charge, Marine Inspection Office, US Coast Guard, such manning is necessary for the protection of life and property and for the safe operation of the vessels; provided, however, that towing vessels, while towing barges which need not be manned, shall carry in the regular complement of the towing vessel and shall have on board at all times while towing, at least one licensed officer or certified tankerman (CG 123, para. 35.35-1, 1 Aug 77, or 46 CFR Subchapter D).

d. Fuel Transfer Operations. A sufficient number of crew shall be on duty to perform transfer operations. In the case of unmanned barges,

the owners or operators of such barges shall insure that a person holding a valid license as master, mate, pilot, engineer, or a certified tankerman is on duty to perform the transfer operation, which licensed person or certified tankerman shall be considered as the person in charge of the unmanned tank barge (CG 123, para. 35.35-1, 1 Aug 77, or 46 CFR Subchapter D). MVN 385-10R (latest edition), Fuel Oil Transfer form shall be submitted to the Contracting Officer's Representative for each fuel transfer operation.

e. Minimum Crew. The following personnel are the minimum crew required for the dredge to comply with the contract. Additional crew will be required for the survey boat and for handling shore pipeline and maintaining disposal areas. No additional payment will be made for providing additional crew. The listed day-shift crew is in addition to the minimum crew each shift.

Minimum Crew Each Shift	Additional Crew Required for Day Shift Only	Shore Crew Required when Shore Pipeline is Used
1 - Leverman 1 - Engineer 1 - Mate 2 - Tender Operators 3 - Deck Hands	1 - Captain 1 - Chief Engineer 1 - Field Survey Engineer 1 - Deck Captain 1 - Welder 1 - Deck Hand 3 - Laborers	1 - Foreman 1 - Dozer/Marsh Buggy Operator

PART 2 PRODUCTS

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

2.1 PLANT

2.1.1 Dredge Plant

a. Plant shall be kept in condition for efficient work at all times. Award of this contract shall not be construed as a guarantee by the Government that the Contractor's plant is adequate for the performance of the work. No reduction in the capacity of the dredge plant shall be made except by prior written permission of the Contracting Officer.

b. If the Contracting Officer determines that any item of plant, or any part thereof:

(1) is inadequate for the service required;

(2) is not being operated at full capacity, according to the paragraph entitled "Deficient Dredge Performance";

(3) has become unserviceable or incapable of efficient work; or

(4) is not being effectively operated because of reduced crew below that necessary as defined in the paragraph entitled "Dredge Crew", or incompetent crew, then the Contracting Officer shall notify the Contractor in writing of his decision. The Contractor shall then replace any unsatisfactory plant and correct any defects, including incompetent crew.

c. The Contractor or a representative with full authority to act for him/her, in the care and operations of the plant, shall be on the site of the work at all times.

d. The Government will not be responsible for the dredge and attendant plant or any damage thereto during the period of the contract. The Contractor shall release the Government, and its officers and agents, from responsibility for damages ordinarily covered by fire and marine insurance.

2.1.2 Size and Equipment of Dredge Plant

a. The dredge plant length measured horizontally from the digging spud to the cutterhead's location while dredging at a channel depth of 67 feet, measured from the water surface, shall be no less than 262 feet to meet the swing requirements specified in subparagraph (c). See the attached "Figure 1: Minimum Dredge Plant Length" at the end of this section. The dredge discharge size is considered to be the least inside diameter of the following: the main pump discharge, the submerged pump discharge, the booster pump discharge, or the discharge pipeline. Dredges shall meet or exceed the minimum production rate requirements listed in the table located in the Dredging Region Section(s).

b. Submerged pumps shall meet the following conditions in order for the dredge to be classified as utilizing a submerged pump:

(1) The submerged pump shall be located on the cutterhead ladder and shall be placed at a distance of no more than two-thirds the length of the ladder from the cutterhead.

(2) The submerged pump shall be fully immersed.

(3) The submerged pump is operating.

c. The cutterhead ladder shall be of sufficient length to provide a uniformly dredged channel depth of 67 feet, measured from the water surface. The spuds shall be of sufficient length to perform dredging operations in water depths from 11 to 70 feet. The dredge shall be capable, from each setting of the spud, of dredging a channel at least 300 foot wide, while swinging through an arc of 35 degrees to either side of the centerline of the cut (total arc 70 degrees or less) while at a depth of 67 feet, measured from the water surface. The Contractor shall fulfill the requirements of this subparagraph and subparagraph (a) while achieving or exceeding the minimum production rate requirements listed in the tables at the end of the applicable Dredging Region Section(s).

d. The Contractor shall have available for use at all times a variety of interchangeable pump impellers to permit the dredge to operate under the varying conditions described in the applicable Dredging Region Section(s). The Contractor at all times shall have available

additional serviceable basket type 5- or 6- blade cutterhead, serviceable sand-type cutterhead, and serviceable cone-type cutterhead to efficiently and effectively dredge. The Contractor shall also have available replacement blades and knives for the dredge pump and wipers for the cutter.

e. The dredge shall be equipped with recording vacuum and pressure gauges and a print out of the electronic data recording of engine and pump functions and a pump engine recording tachometer. During dredging, these instruments shall record data on control chart paper consisting of pipeline pressure and pump vacuum (lbs/cu in.), and pump RPM at rated drive of the prime mover. The Contractor shall deliver completed recordings to the Inspector on watch at the time of removal from the recording devices, each day of operation. On dredges equipped with and using a ladder pump, the vacuum gage and vacuum chart will not be required.

f. The dredge shall be equipped with a gyro compass.

g. Dredging sensory equipment calibration. All gauges, meters, and other dredging sensory equipment, shall have a valid and current calibration certificate sticker. Re-calibration where applicable and as necessary shall be performed whenever dredging conditions change in a manner affecting equipment calibration. The Government Inspector may require the Contractor to perform a new calibration on this equipment if the Inspector suspects output data from this equipment to be inaccurate. Dredging sensory equipment shall be in good operating condition during dredging, and shall be mounted in plain sight of the dredge leverman. The dredge leverman shall use the aforementioned required gauges, meters, and all other available sensory equipment, to maximize dredge production during dredging operations.

h. The dredge shall be equipped with a degasser.

2.1.3 Dredge Attendant Plant

2.1.3.1 General Requirements

Attendant plant shall be composed of such fuel barges, derrick barges, water barges, and other attendant or auxiliary plant as may be required for operations under these specifications, whether or not items are specifically mentioned. The attendant plant shall be in good condition and of sufficient size and capacity to efficiently serve the dredge. Fuel barges and water barges shall comply with applicable US Coast Guard and US Public Health Service Regulations. All skiffs used on this contract shall have a minimum hull length of 22 feet.

2.1.3.2 Tenders

The attendant plant shall include a minimum of two tenders per dredge for 24 hours a day operations. Each of the tenders shall be a minimum length of 35 feet, have twin screws, inboard, diesel powered engines with a minimum of 140 horsepower on each screw, and shall be capable of working efficiently in the water depths for the particular dredging region where work is assigned. They shall be maintained in operating condition at all times regardless of the pay status of the dredge.

2.1.3.3 Crew Boat

The Contractor shall furnish, throughout the contract period, for the exclusive use of the Government, one diesel or gasoline powered crew boat, with twin propellers, capable of maintaining and traveling no less than the minimum speed of 25 miles per hour / 22 knots, not less than 40 feet in overall length, with enclosed space for at least six passengers after installation of all required equipment. The crew boat shall meet or exceed all applicable US Coast Guard regulations for vessels 65 feet or less in length, and shall be certified by the US Coast Guard. The crew boat shall be equipped with the following:

(1) air conditioning and heating;

(2) VHF FM marine radio transceiver for ship to ship communications, described in the paragraph entitled "Communications Equipment";

(3) Navigation radar, as described in the paragraph entitled "Navigation Radar";

(4) Safety equipment meeting the inspection requirements of the US Coast Guard Auxiliary and EM 385-1-1.

(5) Global Positioning Equipment (GPS), as described in the paragraph entitled "Global Positioning System (GPS) Equipment".

Equipment, which fails to perform because of insufficient power or other mechanical deficiencies, or due to inexperienced operators, shall be replaced, or the operator replaced, as the case may be, within 12 hours after the Contractor is directed to do so by the Contracting Officer's Representative. The crew boat will be used solely for providing the Government Inspectors and Government Agents transportation, and not for conducting surveys, providing transportation for the Contractor's personnel, or transporting the Contractor's supplies. The Contractor shall make provisions to obtain a separate crew boat or vessel for conducting Contractor-related operations. The minimum full time crew for the crew boat shall be one operator. The crew boat shall be operated and available 24 hours a day. Refer to EM 385-1-1, Chapter 19, for additional crew and equipment requirements. Smoking shall not be allowed inside the cabin and operator's space while occupied by Government personnel. NO SMOKING signs shall be posted.

2.1.3.4 Dredge Towing Service

The service of one or more towboats, in addition to the regularly assigned plant, shall be required to provide towing service as described in the paragraph entitled "Dredge Towing Service Item". The towboat(s) shall have horsepower to provide a minimum towing speed of three miles per hour upriver against a current of five miles per hour for moving a single tow consisting of the dredge and necessary attendant plant to commence dredging at a new location. Further, the towboat(s) utilized shall be capable of safely handling and moving the dredge and attendant plant in currents of up to five miles per hour. The towboat shall have radio equipment to communicate with other vessels in the vicinity of the dredge.

2.1.4 Dredge Discharge Pipeline

(a) See the paragraph entitled "Dredge Discharge Pipeline" in the

Dredging Region Section(s) for required pipeline lengths in each dredging region.

(b) All discharge pipeline shall be maintained in good condition. Leaks occurring in the pipeline shall be promptly stopped.

(c) All pipelines and associated equipment shall be considered as part of the dredge attendant plant.

(d) For floating pipeline equipment, the Contractor shall provide one 90 degree swivel elbow and one rigid elbow. While in use, the pipeline shall be secured at intervals not to exceed 400 feet. The pipeline shall include two elbow pontoons (one each, right and left). The Contractor shall furnish a plate style baffle/spreader system that may be installed on the end of any type discharge pipeline to spread dredge slurry during discharge. When directed by the Government, the baffle/spreader shall be installed and employed to reduce scour at the point of discharge and to control the spread of dredged material entering the disposal area. The Contractor shall provide adequate numbers of anchors or skidder barges on the floating pipeline to eliminate the possibility of pipeline separation due to river currents. Floating pipeline shall have navigation lights as specified in Section 01 35 26, paragraph entitled "Signal Lights".

(e) Floating pipeline shall be placed to provide a minimum hazard to navigation. Furthermore, the Contractor may be required to disconnect all or part of his pipeline to allow the passage of other vessels, if the pipeline would otherwise be a hazard to navigation.

(f) If submerged pipeline is used, it shall be placed in such a way that it does not create a hazard to navigation. When the submerged pipeline is placed in shallow water, where the possibility exists for small out board skiffs to cross over the pipeline, the pipeline shall be marked every 150 feet throughout the length of the submerged pipeline with U.S. Coast Guard approved fluorescent buoys and signs stating "DANGER SUBMERGED PIPELINE".

2.1.5 Shore Pipeline

The Contractor shall provide the necessary shore pipeline, and all equipment associated with it, to accomplish the said work. This shore pipeline and associated equipment shall be considered as part of the dredge attendant plant. The shore pipeline shall be complete with a Y-valve including a spreader at the end of each discharge point. The Contractor shall provide construction equipment for conducting all shore operations, as deemed appropriate by the Contractor to accomplish the said work. The Contractor's decision for using any such equipment shall be based on his evaluation of the disposal site, for the determination of equipment suitability, prior to mobilization of such equipment and commencement of dredging. The Contractor shall minimize use of heavy equipment within wetland development sites. The Contracting Officer's Representative will designate authorized access corridors for heavy equipment use within these sites. The equipment required to handle and place shore pipeline shall be in good operating condition at all times regardless of the pay status of the dredge.

2.1.6 Navigation Radar

The dredge, survey boat, and crew boat shall all be equipped with

navigation radar for use in inclement weather and at night. All radar equipment used under this contract shall be installed so that it will continue functioning on battery power in the event of generator failure. Any additional attendant plant to be operated at night must be radar equipped as well.

2.1.7 Global Positioning System (GPS) Equipment

The crew boat shall be equipped with Global Positioning (GPS) equipment capable of using 12 satellites simultaneously. The GPS unit shall be fully gasketed for exposure protection and differential ready with a beacon receiver. The unit shall have a minimum of 250 alphanumeric waypoints and a minimum of 20 reversible routes and waypoints capability. In addition, the unit shall have electronic charting with inland and offshore coverage using the most current imagery available.

2.1.8 Services to be Furnished to the Government

a. The Contractor shall be required to furnish, on the request of the Contracting Officer or any inspector:

(1) The use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the floating plant, as may be reasonably necessary in inspecting and supervising the work;

(2) Suitable transportation between the worksite and all points on shore designated by the Contracting Officer, to and from the various pieces of plant, and to and from the floating discharge pipeline by means of the required tenders or survey boat.

(3) Furnish, as required by the inspectors, a competent three-man survey crew at all times, including survey boat operator, to work under the Government Inspector's direction. Competent crew shall be knowledgeable in conducting electronic positioning surveys using the Contractor-furnished equipment, tying utility crossings to the baseline, offsetting the utility crossings, and setting dredging location buoys if necessary, without immediate supervision of the Government Inspectors. The survey crew shall be prepared to perform survey work within a one hour notice from Government Inspectors.

b. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost will be deducted from any amounts due or to become due the Contractor.

2.1.9 Substitution of Plant

Substitution of the dredge may be allowed provided the Contractor furnishes written justification, the Contracting Officer agrees in writing to the substitution, and the following conditions are met:

a. The substitute dredge meets all of the requirements of this contract and that the Contractor submits clear evidence that the substitute dredge meets the plant requirements specified in the paragraph entitled "Size and Equipment of Dredge Plant" and that the substitute dredge performs at the rate set forth in the table located in the applicable Dredging Region Section(s), on work similar to that

of this contract. The substitute dredge will be ready to begin pumping material as soon as the original dredge is removed from service.

b. The Government is reimbursed all costs in connection with inspection of the substitute dredge, if such is required.

c. The substitute dredge is delivered to the worksite before the original dredge is shut down and moved off the worksite. This requirement does not apply to substitutions made during release periods.

d. If the substitute dredge does not fit the same bid lot as the original dredge, then rates for the substitute dredge will be computed separately for the Dredging Payment Items as follows:

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

The remaining hours, if any, on the Basic Payment Items will be prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remains unchanged.

e. Mobilization and demobilization costs for the substitute dredge shall be borne by the Contractor.

f. Payment will resume for the substituting dredge:

(1) If the dredge returns to an assignment in the same dredging region, when the cutterhead dredge material begins flowing out of the discharge pipeline; or

(2) If the dredge returns to an assignment in a different dredging region, when the cutterhead dredge material begins flowing out of the discharge pipeline at the new assignment.

2.1.10 Addition of Plant

a. At the Contractor's option and with the approval of the Contracting Officer, an additional cutterhead dredge or dredges with attendant plant may work simultaneously with the primary cutterhead dredge and its attendant plant provided the criteria below is met.

(1) Whenever two or more dredges are approved for simultaneous work on the contract, the dredge that commences dredging operations first will be considered the primary dredge.

(2) The Contractor shall submit clear evidence that the additional dredge(s) can perform at the rate(s) shown in the chart(s) in the paragraph entitled "Minimum Production Rate Requirements" located in the Dredging Region Section(s) on work similar to that of this contract.

(3) The additional dredge(s) shall provide its own attendant plant as described in the paragraph entitled "Dredge Attendant Plant" at

no additional cost to the Government.

(4) The additional dredge(s) shall provide its own survey equipment as described in Section 35 01 50.73, paragraph entitled "Survey Equipment" at no additional cost to the Government.

(5) The additional dredge(s) shall provide its own dredge discharge pipeline as described in the paragraph entitled "Dredge Discharge Pipeline" at no additional cost to the Government.

(6) The additional dredge(s) shall conform to the same environmental requirements of the primary dredge.

b. Furthermore, the following conditions will apply to the additional dredge(s).

(1) No payment will be made for mobilization and demobilization to/from the job site for the additional dredge(s).

(2) If the additional dredge(s) is not the same bid lot size as the primary dredge, payment for the additional dredge(s) will be determined using a rate computed as follows:

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

(3) Upon commencement of dredging operations by the additional dredge(s), the remaining hours on the basic payment items will be prorated to each dredge so that total contract payments will remain unchanged. If applicable, option dredging payment hours will also be prorated separately so that the total contract payments for the exercised options will remain unchanged.

2.2 COMMUNICATIONS EQUIPMENT

The Contractor shall furnish and maintain the following communications equipment for the dredge, throughout the period of the contract. Final approval of the plant will not be made until this equipment is installed and in good working order.

2.2.1 Cellular Telephone

The Contractor shall provide a portable cellular telephone aboard the dredge, with two rechargeable power packs and all necessary recharging equipment and cables. The telephone shall be available for official use by the Government Inspectors on a 24 hour a day basis to exclusively conduct Government business and emergency calls.

2.2.2 Satellite Telephone

The Contractor shall provide functioning 24-hour satellite telephone service with voice and facsimile capability aboard the dredge located in the Corps of Engineers office. The satellite telephone service shall have, as a minimum, voice capability of 4.8 kb/s (kilobytes per second) voice coding and fax speed of 2.4 kb/s. The satellite telephone shall be made available for official use by the Government Inspectors on a 24-hour per day basis to exclusively conduct Government business and emergency

call(s).

2.2.3 Marine VHF-FM Radio

The Contractor shall furnish and maintain one VHF-FM ship's radio transceiver for the dredge, with power not in excess of 25 watts, and output of at least 15 watts on the maritime frequencies of 156.800 (Channel 16) and 156.375 (Channel 67) MHz 16F3 emission, with plus or minus 5 KHz at 100% modulation. Marine radio equipment shall be operated in accordance with applicable FCC regulations.

2.2.4 Automatic Identification System (AIS)

The dredge shall be equipped with an Automatic Identification System (AIS) in accordance with the Code of Federal Regulations, 33 CFR 164, reference the note to 164.46(a). The system shall be operable at all times throughout the contract period. For further information, go to: http://edocket.access.gpo.gov/cfr_2005/julqtr/pdf/33cfr164.46.pdf.

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Description of Work

a. The Contractor's plant shall be used in connection with maintenance dredging operations in the navigable channels of the US Army Engineer District, New Orleans.

b. The work shall consist of removing and satisfactorily disposing of material from the dredging regions described herein or from secondary dredging regions as directed by the Contracting Officer or his/her authorized representative. The materials to be dredged may consist of gravel, sand, silt, mud, or clay. Debris may be encountered in the course of dredging operations, including trash, roots, logs, rope, chain, various sized metal objects, rip rap, etc. Areas that are affected by any of the Contractor's dredging or disposal practices not performed in accordance with these specifications shall be promptly restored by the Contractor to the original conditions at his own expense.

c. The Contractor shall be responsible for detecting and reporting to the Government Inspector, materials or obstructions, located within the assigned dredging areas ahead of dredging operations, which will cause damage, or has the potential to cause damage to the dredge and/or attendant plant and equipment. The Government Inspector will evaluate the situation, based on detection data submitted by the Contractor, which shall show evidence of the obstruction(s). Based on this evaluation, the Government Inspector will direct the Contractor's dredging activities. The Government will not be responsible for damage to the Contractor's dredge and/or attendant plant and equipment, due to its contact with materials or obstruction(s), which cause such damage, or have the potential to cause such damage.

3.1.2 Dredging Region

Please see applicable Dredging Region Section(s).

3.1.3 Secondary Dredging Regions

3.1.3.1 Dredging in Secondary Regions

Dredging at another region within the New Orleans District may become necessary during the term of this contract. If other dredging regions are utilized, additional information will be provided related to the secondary dredging region. Payment for work performed in secondary dredging regions will be made at the applicable contract unit prices, as described in the paragraph entitled "Dredging and Option Dredging Items". The contract clause entitled "Changes" (FAR 52.243-4) shall be invoked and an equitable adjustment made for any increase or decrease to the contract unit price.

3.1.4 Order of Work

a. Dredging will be performed in the following order:
(1) New Orleans Harbor Dredging Region
(2) Algiers, IHNC, and Harvey Lock Forebays Dredging Region
(3) Houma Navigation Canal Dredging Region
(4) Bayou Lafourche Dredging Region
(5) Barataria Bay Waterway Bar Channel Dredging Region
(6) Baptiste Collette Bar Channel Dredging Region

b. The order of work within a particular dredging region cannot be determined except as the work progresses. Successive dredging location assignments may be either upstream or downstream and may not be at consecutive or contiguous locations. Repetitive assignments may be required at the same locations.

c. Assignments will be determined by the Administrative Contracting Officer and will be given to the Contractor's representative. Assignments will be made as early as possible but may be changed at any time without any prior notice. The Contractor may be required to stop work at any time without completing an assignment.

d. No less than 24 hours prior to completion of dredging operations at an assigned dredging area, the Contractor shall notify the Contracting Officer, during normal US Army Corps of Engineers, New Orleans District office business hours (7:00am to 5:30pm) and not later than noon on Friday, of his estimated completion time on that particular assignment.

e. The Contractor shall endeavor to meet the schedule of dredging operations as determined by the Contracting Officer. Operations shall be performed 24 hours a day, seven days a week, including those days, which have been declared by Congress to be legal holidays for per diem employees of the Federal Government.

3.1.5 Deficient Dredge Performance

3.1.5.1 Performance Evaluation

a. The dredge's production will be monitored and evaluated every 14 calendar days or shorter periods thereof in standard dredging reaches, when deemed appropriate by the Contracting Officer, to determine if the dredge is attaining the required minimum production rate required. If the production rate averaged over the evaluation period, as determined by the Contracting Officer, is found to be deficient in comparison to the minimum required production rate specified herein,

the Government will take action as outlined in the paragraph entitled "Government Actions for Failed Production". The Contractor may elect to conduct a performance evaluation to assess the dredge's production rate and submit a written report within five calendar days after the evaluation period justifying why the minimum production rate cannot be obtained. If, after evaluation of the Contractor's report by the Government, the Contracting Officer determines that the minimum production rate for the evaluation period is inappropriate, then the reach in question may be re-classified as "Non-Standard" by the Contracting Officer and the actual dredging time shall be considered as 100% pay time hours and paid at the contract price per hour without adjustment for performance. If the Contractor cannot support a justification to waive the minimum production rate or fails to submit it within five calendar days after the evaluation period, then the Government will maintain its action taken in accordance with the paragraph entitled "Government Actions for Failed Production" as appropriate and the Contractor will not be allowed a waiver.

b. Dredge Physical Data.

(1) Dredge physical data is required for submittal in the plant data sheet located at the end of this section. If any of the data submitted in the plant data sheet changes during the execution of the contract, the Contractor shall submit new data to the Government within 48 hours thereafter, showing the changes made to the equipment, along with the date(s) the changes were made.

(2) The Contractor shall submit to the Administrative Contracting Officer or his/her authorized representative an electronic version of the manufacturer's pump curve for each pump to be used during the project within five calendar days after issuance of the Notice to Proceed. This includes the dredge's main pump, ladder pump if applicable and booster pump(s) if applicable. If the Contractor requests a substitution of plant or addition of plant during the contract, the pump curve(s) of the substituted plant or the additional plant must be submitted at the time of the request. Each pump curve submitted shall be clearly designated with the dredge's name, contract number, pump function (main pump, ladder pump, or booster pump, etc.) pump HP and RPM's. The pump curve shall consist of the pump's performance for water plotted against hydraulic head and discharge velocity and GPM's. A Sample Pump Curve is included at the end of this section.

c. Dredge Performance Indicators. Dredge performance indicators shall be maintained by the Contractor and provided to the Government on a daily basis on MVN Form 4267. Dredge performance indicators shall consist of the following data (in English units of measurement):

(1) Dredge cut swing width;

(2) Discharge pipeline length;

(3) Dredge length of advance (0000-2400 hour time);

(4) Elevation of cut, referenced to Low Water Reference Plane (LWRP), Mean Low Gulf (MLG), or Mean Lower Low Water (MLLW), whichever is applicable;

(5) Amount of material dredged per dredge advance length, in

cy/hr, based on quantity surveys.

d. If the Contractor's performance evaluation indicates that the dredge may be capable of dredging at or above the minimum required production rate in a Standard dredging reach if the dredge plant is modified, the Contractor may be allowed to modify the dredge at no additional cost to the Government. Any time extension granted shall not exceed three calendar days. Time in excess of this will be grounds for contract termination by default. If the dredge produces at or above the minimum required production rate after modification, then the dredge will then be considered to meet the specification requirements and the contract will continue in force. The Government will not pay for any costs associated with such a modification, even if the dredge fails to meet the minimum required production rate after being modified. If the dredge plant fails to meet the required minimum production rate after any such modification, the dredge will again be considered to fail the production rate requirement.

e. If the Contractor elects to make adjustments and/or modifications to the dredge plant and the performance evaluation indicates that the dredge is capable of dredging at the minimum required production rate, but one or more of the parameters (maximum depth, width of cut, currents, obstructions, maximum length of discharge pipeline, or material) has changed so as to prevent the dredge from attaining the minimum required production rate, then the reach will be considered "Non Standard" dredging and the actual time shall be considered as 100% pay time hours and paid at the contract price per hour without adjustment for performance.

3.1.5.2 Government Actions for Failed Production

If the Contractor's dredge fails to meet the minimum required production rate, the Contracting Officer may require one of the following remedies without additional cost to the Government.

(1) Require the Contractor to stop work and bring his dredge into compliance with the minimum production rate criteria stated in the applicable Dredging Region Section(s) and with the dredge requirements stated in the paragraph entitled "Size and Equipment of Dredge Plant", by modifying the dredge.

(2) Require the Contractor to replace the deficient dredge with another dredge that meets the production rate criteria.

(3) Terminate the contract for default.

(4) Allow the contract to continue in force with a downward adjustment in the hourly rate for the 14 day evaluation period, in accordance with the performance pay adjustment method described in the paragraph entitled "Dredging and Option Dredging Items", subparagraph entitled "Dredging Performance Pay Adjustments".

3.2 MOVEMENT OF NAVIGATION AIDS

The Contractor shall not relocate any navigation aids (buoys, markers, etc.) during this contract. The Contractor shall conduct a survey of navigation aids to determine if any must be temporarily relocated to accomplish the work. For navigation aids in which the Contractor determines that relocation is necessary, the Contractor shall notify the

Contracting Officer or his/her authorized representative and the U.S. Coast Guard, Aids to Navigation (985-384-7000) at least 21 days prior to the need for relocation. All relocation of navigation aids shall be performed by the Coast Guard. The Government will not be responsible for any delays to the work due to the Contractor giving less than a 21-day notification to the Coast Guard.

3.3 WORKING IN THE VICINITY OF STRUCTURES AND UTILITY CROSSINGS

3.3.1 General

a. The Contractor shall exercise caution when working in the vicinity of structures, such as bridges, and utility crossings, such as pipelines and cables. If dredging to the assigned elevation has the potential to endanger a particular structure or utility, the Contracting Officer, upon request, may elect to reduce the extent of the required excavation in the vicinity of the structure or utility.

b. Unless otherwise directed, the Contractor shall provide at least project channel dimensions over all structures and utility crossings. Upon issuance of an assignment, the Contractor shall contact Louisiana One Call at 811 to verify all utilities within the assignment, including disposal areas. Within three calendar days after issuance of Notice to Proceed, the Contractor shall submit a detailed plan of operation at each structure/utility crossing located within the dredging region(s). The plan shall contain at least the following:

(1) Louisiana One Call ticket number along with the utility's size, elevation, owner information, and type of utility.

(2) The Contractor shall investigate the current nautical charts published by NOAA and any other pertinent information or databases available.

(3) The Contractor shall notify the owners of structures/utilities electronically and in writing, by certified mail, at least seven calendar days prior to operating within 500 feet of the particular structure or utility. The Contractor shall provide a copy of this notification letter to the area engineer of the respective Area Office. The letter shall reference the following:

(a) The anticipated date the dredge will work over the utility.
(b) The anticipated elevation and width of dredge cut over the utility.
(c) Point(s) of contact and telephone number(s).
(d) Emergency procedures.
(e) Any other information from the Contractor the utility owner would consider significant for safe dredging operations over the utility crossing.
(f) Request that the owner verify the location of the utility and provide the most recent as-built plan and profile surveys.

(4) Emergency measures to be taken in the event of an accident.

The Contractor shall also provide transportation, meals, and/or lodging for any representatives of owners of structures or utility crossings who are deemed necessary to be present for safety reasons, by the Contracting Officer's Representative, to remain aboard the dredge while the Contractor is working in the vicinity of these

crossings.

c. The Government will not be responsible for any damages to structures or utilities, loss of service costs of such structures/utilities, or damage to the Contractor's plant.

d. UTILITY MARKING REQUIRED. Prior to dredging within 1,000 feet of a utility crossing, the Contractor shall mark the established location of the utility by placing one Coast Guard approved yellow flashing buoy on each side and outside of the authorized channel to accurately mark the location of the utility within view of the Dredge Leverman. The Contractor shall immediately remove such buoys upon completion of dredging in the area of the utility.

3.3.2 Existing Structures or Utilities

Information pertaining to existing structures, such as bridges, and utility crossings, such as pipelines and cables, within the dredging or disposal areas is detailed within the applicable Dredging Region Section(s). The listed data herein has been provided by the owners, or taken from permit applications, and has not been confirmed by the Government. The Contractor shall verify this data prior to working in the vicinity of the structures or utilities. If the Contractor detects a discrepancy in the data with actual conditions, he/she shall notify the Contracting Officer of the discrepancy within 24 hours of this occurrence. Large-scale drawings with utility crossings will be available to the Contractor upon request. The Government will provide existing structure and utility information prior to any work performed at secondary dredging regions that are not addressed.

Additional abandoned structures and utilities may also exist within the dredging and disposal areas. The Contractor should make his own investigation of submerged, surface, and overhead structures in the work areas and other locations he finds necessary to traverse. The exact location, depths, and heights of submarine cables, pipes, powerlines, docks, piers, bulkheads, bridges, etc. (as applicable) are not known and it may be necessary for the Contractor to ascertain interference problems and notify the respective owners in advance of dredging operations.

Upon completion of a dredging assignment, the Contractor shall submit to the Contracting Officer's Representative, the following:

a. A listing of all structures and utilities within the dredging reach, including owner name, location, elevation of utilities, and owner point of contact.

b. A copy of any structure or utility as-builts, surveys, etc. received from the owner.

3.3.3 Location of Submerged Objects

a. If the Contractor should locate a submerged object within the area of work, which endangers dredging operations or poses a hazard to general navigation, the Contractor shall note the location of the object, as determined from the electronic positioning system aboard its vessel. This location shall be reported to the Government Inspector. Dredging in the immediate vicinity of the reported object shall be curtailed until the nature of the object and the degree of hazard can be determined. Dredging shall resume at the location of

the reported object when the Contracting Officer determines that a hazard no longer exists.

b. If the Contractor issues a false report of a sunken object, the cost of the investigation shall be deducted from any amounts due, or to become due, the Contractor.

c. This clause applies in the case of submerged objects which are created by others. Submerged objects or hazards created by the Contractor shall be considered an obstruction of navigable waterways as described in the clause entitled "Obstruction of Navigable Waterways" (DFARS 252.236-7002).

3.4 CUTTERHEAD DREDGE AND ATTENDANT PLANT DATA SHEET

Submittal Date:

CUTTERHEAD DREDGE AND ATTENDANT PLANT DATA SHEET (Version Apr 2025)

In compliance with the contract requirements to submit plant data and subject to all conditions thereof, the undersigned _____, a corporation/joint venture/individual (indicate appropriate status) organized and existing under the laws of the City of _____ and the State of _____, hereby correctly describes the Contractor's plant to the Government, which is performing work under the following named Contract _____ and Solicitation No. and Contract No. _____.

Printed:_____ Signed:_____
Certifying Officer of the Contractor's Firm

Title:_____

One cutterhead dredge and attendant plant with the following characteristics (in English units of measurement):

1. DREDGE INFORMATION:

(a) Bid lot number: _____

(b) Dredge name: _____ Dredge USCG official number: _____

(c) Minimum width of channel in which dredge can successfully operate and make a 180-degree turn around: _____

(d) Maximum draft of dredge: _____

(e) Vertical clearance necessary at minimum draft of dredge: _____

(f) Loaded freeboard: _____

(g) Minimum depth of both freshwater and saltwater in which the dredge the dredge can successfully operate: _____

(h) Elevation range to which the dredge will dig:
Maximum: _____, Minimum: _____

(i) Maximum effective dredge swing at 70 degrees (35 degrees from center), in feet: _____

(j) Length of dredge spuds: _____

(k) Length and beam of dredge hull: _____

(l) Length of digging spud to trunnion:
With an idler barge: _____,
Without an idler barge: _____

Note: Contractors shall only fill out "with an idler barge" when the dredge will commence dredging with the idler barge attached.

(m) Length of dredge ladder:
Overall: _____, From trunnion to cutter: _____

(n) Length of suction and boat lines: _____

(o) Dredge Discharge Size (this is considered to be the least inside diameter of the following: the main pump discharge, the submerged pump discharge, the booster pump discharge, or the discharge pipe). This item must agree with the bid lot used: _____

(p) Inside diameter of main pump suction discharge:
Main 1: _____, Main 2: _____

(q) Inside diameter of main pump suction inlet:
Main 1: _____, Main 2: _____

(r) Suction lift (elevation of main pump(s) relative to the water surface level): _____

(s) Diameter of main pump impeller eye:
Main 1: _____, Main 2: _____

(t) Outside diameter of main pump impeller:
Main 1: _____, Main 2: _____

(u) Brake horsepower and corresponding engine RPM's (during dredging operations) applied to the main pump impeller at rated drive of the prime mover, during dredging operations: Main 1: _____,
Main 2: _____

(v) Inside diameter of submerged pump discharge: _____

(w) Inside diameter of submerged pump inlet: _____

(x) Suction lift (elevation of submerged dredge pump relative to the water surface level): _____

(y) Diameter of submerged pump impeller eye: _____

(z) Outside diameter of submerged pump impeller: _____

(aa) Distance submerged pump is located above cutter: _____

(ab) Brake horsepower and corresponding engine RPM's (during dredging operations) applied to submerged pump impeller at rated drive of the prime mover, during dredging operations: _____

(ac) Location of DQM pump sensor: _____

(ad) Cutterhead type and diameter: _____

(ae) Brake horsepower applied to cutterhead during dredging operations:
_____

(af) Pump engine(s) horsepower and corresponding RPM:
_____

(ag) Completion date of each dredge pump engine re-build:

_____

(ah) Total installed engine(s) horsepower on the dredge (including the engine(s), generator engine(s), etc.): _____

(ai) Type(s) of production rate monitoring equipment on-board the dredge (measuring CY/HR of material dredged): _____
_____

(aj) Indicate type of dredge advance mechanism (e.g. walking spuds, spud carriage or wires, etc.): _____

(ak) Least inside diameter of the discharge pipe: _____

2. BOOSTER PLANT INFORMATION:

(a) Length of suction and boat lines: _____

(b) Inside diameter of pump discharge:
Booster 1: _____, Booster 2: _____

(c) Inside diameter of pump suction inlet:
Booster 1: _____, Booster 2: _____

(d) Suction lift (elevation of booster pump(s) relative to the water surface level): _____

(e) Diameter of pump impeller eye:
Booster 1: _____, Booster 2: _____

(f) Outside diameter of pump impeller:
Booster 1: _____, Booster 2: _____

(g) Brake horsepower and corresponding engine RPM's (during dredging operations) applied to pump impeller at rated drive of the prime mover, during dredging operations: Booster 1: _____,
Booster 2: _____

(h) Pump engine(s) horsepower and corresponding RPM:
_____

(i) Completion date of booster pump engine re-build:
_____

3. THE DREDGE MAY BE INSPECTED AT (List location of equipment):
_____
_____

4. IDLER BARGE:

(a) Name: _____

(b) Length and beam: _____

(c) Indicate type of advance mechanism (e.g. walking spuds, spud carriage or wires, etc.): _____

(d) Length of idler barge spuds: _____

(e) Owner, name and address: _____
_____

(f) The idle barge may be inspected at the following location:
_____
_____

5. TENDER NO. 1:

(a) Name: _____

(b) Length and beam: _____

(c) Owner, name and address: _____
_____

(d) Total propulsion horsepower: _____

(e) The tender may be inspected at the following location:
_____
_____

6. TENDER NO. 2:

(a) Name: _____

(b) Length and beam: _____

(c) Owner, name and address: _____
_____

(d) Total propulsion horsepower: _____

(e) The tender may be inspected at the following location:
_____
_____

7. SURVEY BOAT:

(a) Name: _____

(b) Length and beam: _____

(c) Owner, name and address: _____
_____

(d) Total propulsion horsepower: _____

8. SURVEY SKIFF:

(a) Length and beam: _____

(b) Owner, name and address: _____
_____

9. PICKET BOAT:

(a) Name: _____

(b) Length and beam: _____

(c) Owner, name and address: _____
_____

(d) Total propulsion horsepower: _____

10. CREW BOAT:

(a) Name: _____

(b) Length and beam: _____

(c) Owner, name and address: _____
_____

(d) Total propulsion horsepower: _____

11. ELECTRONIC POSITIONING EQUIPMENT (Model and Type):
_____

12. DEPTHSOUNDER (Model and Type):
_____

13. DREDGE OWNER INFORMATION:

Firm name: _____

Point of contact:_____

Title: _____

Business address:

Street _____

City _____

Parish/County _____

State _____ Zip+4 _____

Telephone no. (_____)_____

Facsimile no. (_____)_____

(Additional signature block to be used for joint venture partner(s))

Firm name _____

Point of contact _____

Title _____

Business address _____

Street _____

City _____

Parish/County _____

State _____ Zip+4 _____

Telephone no. (_____)_____

Facsimile no. (_____)_____

(Additional signature block to be used for joint venture partner(s))

Firm name _____

Point of contact _____

Title _____

Business address _____

Street _____

City _____

Parish/County _____

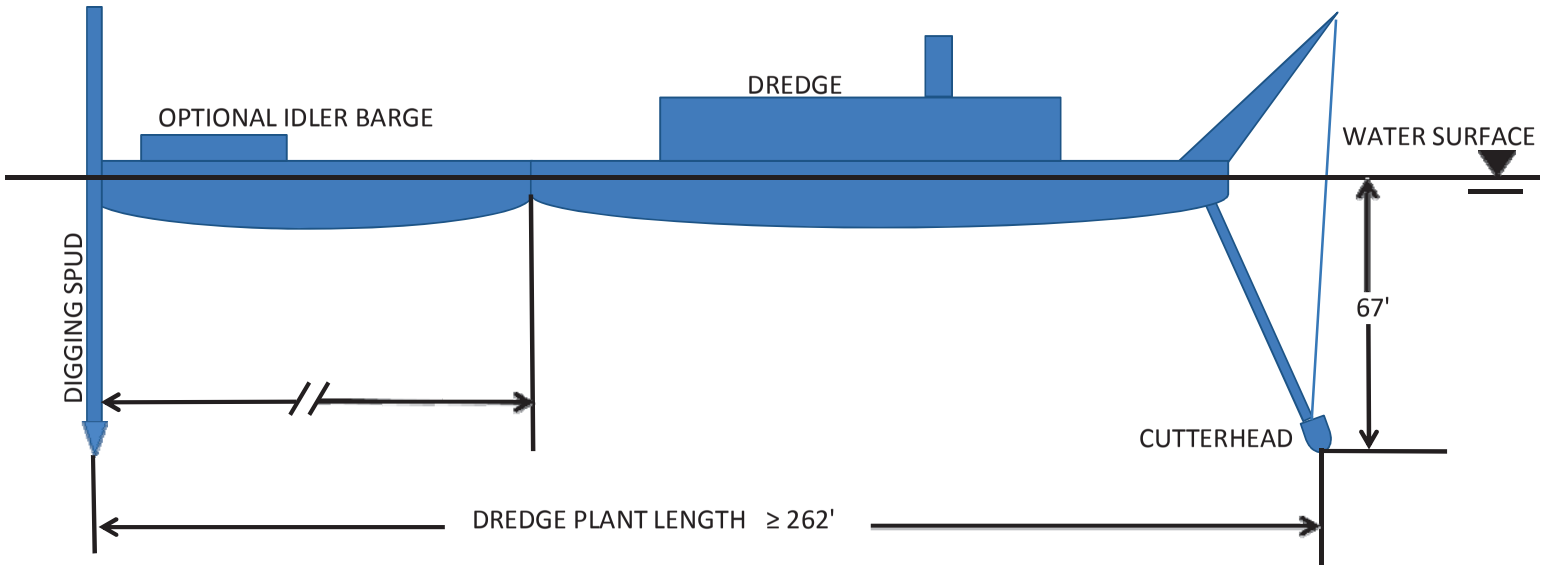
State _____ Zip+4 _____

Telephone no. (_____)_____

Facsimile no. (_____)_____

-- End of Section --

FIGURE 1: MINIMUM DREDGE PLANT LENGTH



REPORT OF OPERATIONS -- PIPELINE, DIPPER OR BUCKET DREDGES

REPORTS CONTROL SYMBOL
ENGCW-0-13

THRU:	TO:	FROM:	DATE OR PERIOD	REPORT NO.

CHARACTER OF REPORT	[ ] MAINTENANCE	[ ] DAILY	[ ] COMPLETION	DREDGE PUMPS OPERATING & CORRESPONDING RPM	[ ] MAIN 1	RPM
	[ ] NEW WORK	[ ] ANNUAL			[ ] MAIN 2	RPM
DREDGE	NAME	DREDGE ADVANCE MECHANISM			[ ] SUBMERGED	RPM
		TYPE (walking, carriage, wires):			[ ] BOOSTER 1	RPM
		IDLER BARGE USED (Yes/No):			[ ] BOOSTER 2	RPM

DREDGE TYPE:	
[ ]	BUCKET
[ ]	CUTTERHEAD
[ ]	DIPPER
[ ]	DUSTPAN

DREDGE	DREDGE DISCHARGE SIZE (ID), IN	CUTTER, HP	DUSTPAN SUCTION PIPE JET, HP	PROPULSION	DIPPER OR BUCKET cu. yds. cap.
	NUMBER OF CREWMEMBERS	DREDGE	SHORE	OTHER	TOTAL

WORK SCHEDULE →	SHIFTS PER DAY	DAYS PER WEEK			

PROJECT AND ASSIGNMENT	ASSIGNED DIMENSIONS →	WIDTH	DEPTH	OVERDEPTH		
	LOCATION (INCLUDE STATIONS NUMBERS)	>	WIDTH OF SWING	RANGES - RT, CL, LT		
		>	WIDTH OF SWING	RANGES - RT, CL, LT		
	C/L STATIONS	>	WIDTH OF SWING	RANGES - RT, CL, LT		

CHARACTER OF MATERIAL (leave blank if grab samples aren't taken)	ABSOLUTE DENSITY	GMS/liter	IN PLACE DENSITY	GMS/liter	VOIDS RATIO	
	GRAIN SIZE	MM	MM	VISUAL MATERIAL CLASSIFICATION	TYPE	
					TYPE	
					TYPE	

CONTRACT OR ORDER NUMBER	NUMBER	☐ CONTRACTOR ☐ HIRED LABOR	TOTAL NUMBER OF DAYS ON WHICH WORK WAS DONE:

CHANNEL CONDITION	AVERAGE DEPTH →	BEFORE DREDGING	AFTER DREDGING	MINIMUM SOUNDING →	BEFORE DREDGING	AFTER DREDGING

RIVER STAGE	MINIMUM		TIME		MAXIMUM		TIME		GAGE LOCATION

WEATHER CONDITION	(clear, cloudy, rain, snow, and fog)	VISIBILITY	miles	WIND (maximum velocity & direction)

WORK PERFORMED

ITEM	UNIT	QUANTITY
AVERAGE WIDTH OF CUT (SWING)	FEET	
TOTAL ADVANCE THIS PERIOD	FEET	
TOTAL ADVANCE PREVIOUS TO THIS PERIOD	FEET	
TOTAL ADVANCE TO DATE	FEET	
TOTAL LENGTH OF DISCHARGE PIPELINE: ***SEE REVERSE SIDE**		
AVERAGE LIFT	FEET	
AVERAGE PUMP SPEED	RPM	
AVERAGE GROSS CY'S DREDGED PER PUMP HOUR	CY/HR	
AVERAGE NET CY'S DREDGED PER PUMP HOUR	CY/HR	
AVERAGE LINEAR FOOT PER HOUR	LF/HR	

CUBIC YARDS REMOVED

AMOUNT DREDGED THIS PERIOD:	
(1) CREDITED (pay place)	
(2) GROSS (computed amount)	
AMOUNT PREVIOUSLY REPORTED:	
(1) CREDITED (pay place)	
(2) GROSS (computed amount)	
TOTAL AMOUNT DREDGED TO DATE:	
(1) CREDITED (pay place)	
(2) GROSS (computed amount)	

ATTENDANT PLANT

ITEM	NAME OR NUMBER	HOURS
DREDGE		
TENDER #1		
TENDER #2		
SKIFF		
CREW		
SURVEY		
BARGES		
CRANE BARGE		
IDLER BARGE		
CUTTER-TYPE		
SPUD LENGTH		

NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL		BY DIV & OCE PERSONNEL	
CONTRACT USE ONLY	HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM?	( )	NO	
	(If "YES", explain under remarks on back)	( )	YES	

DISTRIBUTION OF TIME

EFFECTIVE WORKING TIME (chargeable to cost of work)		AMOUNT
PUMPING OR DREDGING		
PCT. OF EFFECTIVE TIME		
BOOSTER (in line) :		

NON-EFFECTIVE WORKING TIME (chargeable to cost of work)		NO. OF TIMES	AMOUNT
HANDLING PIPELINES	HPL		
HANDLING ANCHOR LINES	HAL		
CLEARING PUMP AND PIPELINE	CPPL		
CLEARING CUTTER OR SUCTION HEAD	CCSH		
WAITING FOR SCOWS	WFS		
TO AND FROM WHARF OR ANCHORAGE	TFWA		
CHANGING LOCATION OF PLANT ON JOB	CLPJ		
LOSS DUE TO OPPOSING NATURAL ELEMENTS	LDNE		
LOSS DUE TO PASSING VESSELS	WVP		
SHORELINE AND SHORE WORK	SLSW		
WAITING FOR BOOSTER	WFB		
MINOR OPER. REPAIRS (explain in remarks)	MOR		
WAITING FOR ATTENDANT PLANT	WAP		
PREPARATION AND MAKING UP TOW	PMUT		
TRANSFERRING PLANT BETWEEN WORKS	TPBW		
LAY TIME OFF SHIFT AND SATURDAYS	LTOSS		
SUNDAYS AND HOLIDAYS	SH		
FIRE DRILL	FD		
MISCELLANEOUS (explain in remarks)	MISC		
TOTAL NON-EFFECTIVE WORKING TIME			
PCT. OF NON-EFFECTIVE TIME			
TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (chargeable to cost of work)			
PCT OF TOTAL TIME IN PERIOD			
LOST TIME (not chargeable to cost of work)			
MAJOR REPAIRS AND ALTERATIONS			
CESSATION			
COLLISIONS			
MISCELLANEOUS (explain in remarks)			
TOTAL LOST TIME			
PERCENTAGE OF TOTAL TIME			
TOTAL TIME IN PERIOD			

MVN FORM 4267 Version: Feb 2024

(Signature and Remarks required on reverse side)

SUMMARY OF DREDGE DISCHARGE PIPELINE, DISPOSAL AREAS AND TIME BREAKDOWN

ATTENDANT PLANT

DREDGE DISCHARGE PIPELINE

FLOATING PONTOONS	AMOUNT	SUBMERGED	AMOUNT	SHORE	AMOUNT	
Metal		Metal		Metal		
PVC		PVC		PVC		TOTAL COMBINED DISCHARGE, LF
Flexifloat		Other		Other		
TOTAL LF						

ELBOWS		
	Stiff	
	Swivel	

LEAST INSIDE DIAMETER OF DISHARGE PIPELINE, IN

DISPOSAL AREA EQUIPMENT

Marsh Trackhoes-30'	
Marsh Trackhoes-60'	
Marsh Buggies	
Dozers	
Front End Loaders	
Air Boats	
ATV's	
Y-Valves	
Spreaders	

ANCHORING SYSTEMS

Skidder Barges	
ANCHORS	
Breast	
Head	
Line	
Other	

DISPOSAL AREA SUMMARY

NAME/LOCATION COORDINATE	SHORE CONNECTION	DATE START	DATE FINISH	TOTAL GROSS CYS	TOTAL ACREAGE	REMARKS

TIME BREAKDOWN

	100%	70%	35%	0%	0% - MISC (Mob)	TOTAL
BASE HRS						
OPTION HRS						
PREVIOUS HRS						
TOTAL HRS						

OPERATING SUPPLIES

		TODAY QUANTITY	PREVIOUS QUANTITY	QUANTITY TO DATE
FUEL (diesel)	GAL.			
LUBRICANT (oil)	GAL.			
LUBRICANT (grease)	LBS.			
WATER	GAL.			

REMARKS:

SUBMITTEDED BY (Name, title, and signature)	RECOMMENDED BY (Name, title, and signature)	APPROVED BY (Name, title, and signature)
NAME:	NAME:	NAME:
TITLE:	TITLE:	TITLE:

MVN FORM 4267 Version: Feb 2024

MVN Form 322 – Work Sheet for Preparing Consolidated Form 4267

WORK SHEET FOR PREPARING CONSOLIDATED FORM 4267

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

Dredge: _____

Date	Advance	Assign Width	Elevation		Cubic Yards	C.Y. Hour	Pump Time	Delays											Delay Time	Discharge Lines				Tide Guage	Discharge Lines				Pump RPM	Dredge Crew	Assignments	
			BD	AD				HPL	HAL	CPPL	CCSH	CLPJ	MOR	SISW	WIP	LDNE	PMUT	MISC		Pontoon	Shore	Sub.	Total		Fuel	Oil	Grease	Water			West	East
1																																
2																																
3																																
4																																
5																																
6																																
7																																
8																																
9																																
10																																
Total																																
Ave.																																
11																																
12																																
13																																
14																																
15																																
16																																
17																																
18																																
19																																
20																																
Total																																
Ave.																																
21																																
22																																
23																																
24																																
25																																
26																																
27																																
28																																
29																																
30																																
31																																
Total																																
Ave.																																
G.T.																																
Ave.																																

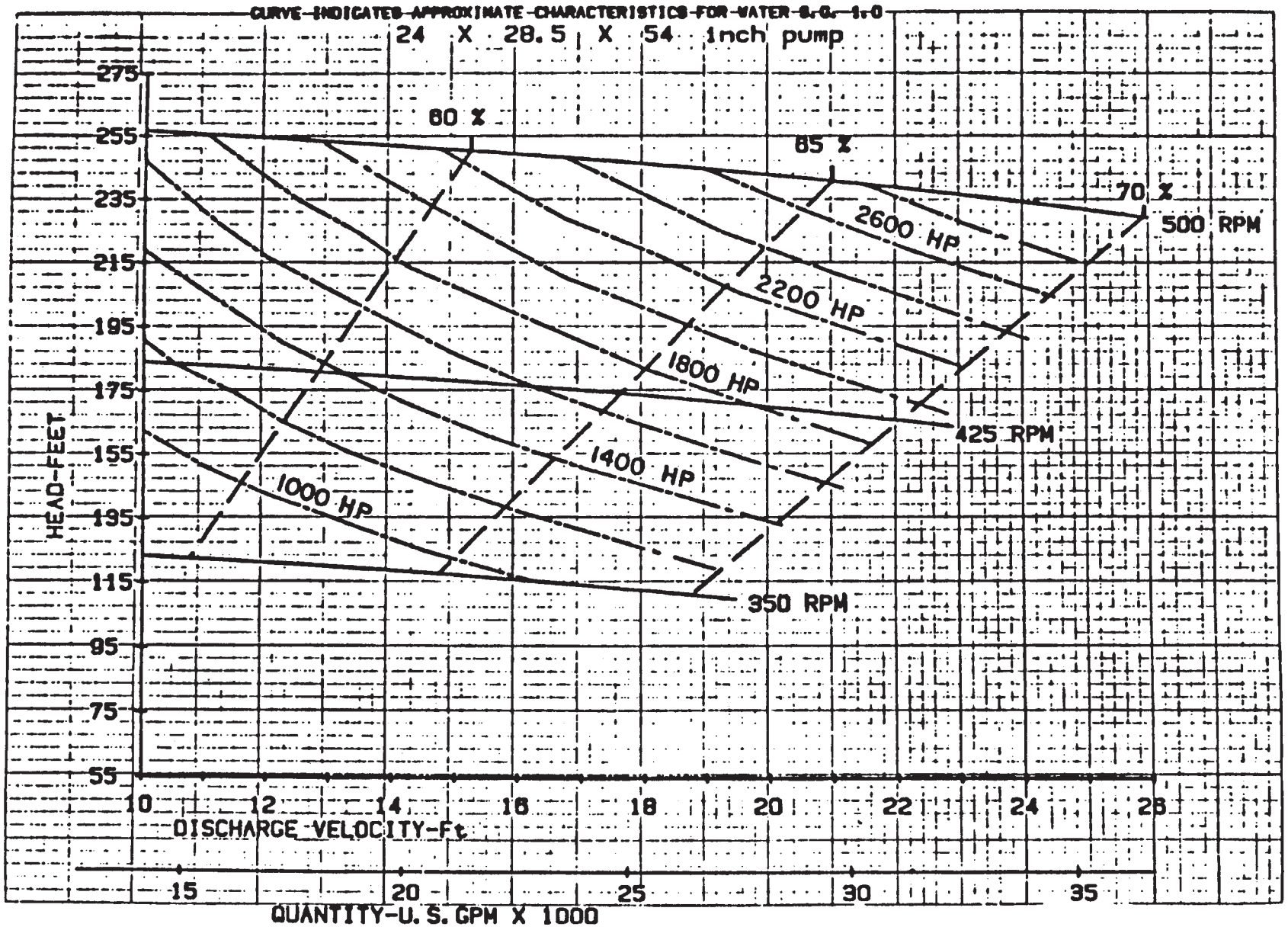
NOTES: _____

(Proponent: CEMVN-CD-NO-Q)

MVN Form 322
March 1998

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

MANUFACTURER'S PERFORMANCE CURVE



SAMPLE

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DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 20 23.23 07

HYDRAULIC DREDGING - NEW ORLEANS HARBOR DREDGING REGION

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1.2 MEASUREMENT AND PAYMENT
1.2.1 Non-Standard Dredging Conditions
1.3 EXISTING STRUCTURES OR UTILITIES

PART 2 PRODUCTS

2.1 LANDING BARGE

PART 3 EXECUTION

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3.1.1.1 New Orleans Harbor Dredging Region
3.1.2 Dredge Discharge Pipeline
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3.1.4 Before and After Dredging Cross Sections
3.1.5 Survey Data
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3.3 RIGHTS-OF-WAY
3.4 MINIMUM PRODUCTION RATE REQUIREMENTS
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3.6 HORIZONTAL AND VERTICAL CONTROL POINTS

ATTACHMENTS:

New Orleans Harbor Dredging Region Nashville to Harmony Street Wharves Plate 1

New Orleans Harbor Dredging Region Market to Poydras Plate 2

-- End of Section Table of Contents --

SECTION 35 20 23.23 07

HYDRAULIC DREDGING - NEW ORLEANS HARBOR DREDGING REGION

PART 1 GENERAL

1.1 SCOPE

This section details specific requirements, which are in addition to the general requirements set forth in the specifications, for the New Orleans Harbor Dredging Region. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for dredging in the specified dredging region, except for those measures set forth in other technical portions of the specifications.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for dredging region requirements as described herein. All costs for the work covered under this section shall be included in the contract unit price per hour in the "NOH Dredging" and "NOH Option Dredging" items on the bidding schedule.

1.2.1 Non-Standard Dredging Conditions

The following conditions will be considered non-standard:

a. Those conditions described in Section 35 20 23.23, paragraph entitled "Dredging in Non-Standard Reaches and Conditions".

b. Any locations within the New Orleans Harbor where the dredging template yields less than a 125 foot swing width.

1.3 EXISTING STRUCTURES OR UTILITIES

The structures or utilities listed below are known to be located within the dredging region.

Structure or Utility	Owner Information	Approximate Mile	Elevation (feet)
Electrical Power Line	Entergy 9585 Pecue Lane Baton Rouge, LA 70810 Mr. Matt Mouton 985-869-0459 mmouto1@entergy.com Mr. Todd Varner 225-754-6127 tvarner@entergy.com	Mile 101	-147 MLG
Electric Power Transmission Cables	Entergy (see above)	Mile 100.8	-148 MLW
Telephone Line	AT&T 840 Poydras St, Room 1419 New Orleans, LA 70112 Mr. John Paul Ferrand 504-396-4011 jf7290@att.com	Mile 99.2	-28 to -84 MLW
Abandoned Electrical Power Lines	Entergy (see above)	Mile 99.2	Unknown
Telephone Lines	AT&T (see above)	Mile 98.3	-30 to -100 MLW
Electric Power Transmission Cables	Entergy (see above)	Mile 96.5	Unknown
Telephone Lines	AT&T (see above)	Mile 95.9	Unknown
Electric Power Transmission Cable	Entergy (see above)	Mile 95.4	Unknown
Telephone Lines	AT&T (see above)	Mile 95.2	-64 to -133 MLW
Telephone Lines	AT&T (see above)	Mile 95.1	-28 to -133 MLW

Structure or Utility	Owner Information	Approximate Mile	Elevation (feet)
Telephone Lines	AT&T (see above)	Mile 94.8	-20 to -139 MLW
Two Electrical Power Cables (Feeder 26 & 226)	Sewerage and Water Board of New Orleans 8800 S. Claiborne Ave New Orleans, LA 70118 Mr. Ronjae Taylor Office: 504-865-0664 Cell: 504-358-4536 Email: rtaylor@swbno.org Contractor is to call Central Control at 504-865-0575 48 hours prior to working within 75 feet of cables.	Mile 94.7	-55 MLG

PART 2 PRODUCTS

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

2.1 LANDING BARGE

The Contractor shall furnish a landing barge for personnel access, located at the work site by the Contracting Officer and positioned by the Contractor. The landing barge shall be capable of access from the levee crown to the barge dock. Stairways shall consist of sections with not more than a 12 ft. vertical rise each, and including a connecting stair landing, stair top platform and gangway. The gangway shall be capable of vertical and horizontal movement. The landing barge, railing, and stairway shall conform to the requirements of EM 385-1-1.

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Dredging Region

3.1.1.1 New Orleans Harbor Dredging Region

a. The authorized dimensions for the New Orleans Harbor vary throughout the project. The tables below list the stations and the corresponding maintained elevations.

Table 1:

The stations below are maintained starting at 100 feet from the face of the wharves extending riverward to the corresponding Low Water Reference Plane (LWRP) natural contour.

Stations	Elevation (FT) LWRP
0+00 to 41+22.67	-35
78+49.49 to 108+01	-35
108+01 to 130+33	-25
130+33 to 150+61	-35
227+78 to 262+82	-25
262+82 to 294+78	-35
294+78 to 296+78	-28
296+78 to 312+37	-15
312+37 to 328+53	-30
328+53 to 333+10	-18

Table 2:

The table below shows the stations that are within the deepened approach channel. These stations are maintained starting at 160 feet from the face of the wharves extending riverward to the -50 foot LWRP natural contour. As shown on the attached Plate 1 entitled "New Orleans Harbor Dredging Region Nashville to Harmony Street Wharves", the limits of the -50 foot LWRP include a 45 degree angle at both the upstream and downstream end.

Stations	Elevation (FT) LWRP
41+22.67 to 78+49.49	-50

b. The Administrative Contracting Officer may issue dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template and stations to be dredged by the Contractor. The specified elevation in the dredging assignment will not exceed three feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government. The side slope will be a one vertical on three horizontal unless otherwise directed by the Government.

c. Dredging assignments will generally fall between approximate miles 94.4 and 101.2 above head of passes (AHP), along the east bank of the Mississippi River. The plates entitled "New Orleans Harbor Dredging Region Nashville to Harmony Street Wharves Plate 1" and "New Orleans Harbor Dredging Region Market to Poydras Plate 2" located at the end of this section show the approximate location of dredging. Dredged material shall be discharged beyond the -55 foot LWRP contour in the

Mississippi River through floating pipeline, with up to approximately a five foot high discharge lift.

3.1.2 Dredge Discharge Pipeline

a. The Contractor shall provide 2,000 feet of serviceable floating pipeline and all associated equipment as directed by the Government. See Section 35 20 23.23, paragraph entitled "Dredge Discharge Pipeline", for additional information regarding pipeline requirements.

b. In addition to the requirements in Section 35 20 23.23, paragraph entitled "Automatic Identification System (AIS)", the Contractor shall also have AIS placed at the end of the discharge pipeline in order to ensure the safety of navigation traveling back and forth between the wharves and the channel.

3.1.3 Preliminary Field Surveys

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Preliminary Field Surveys", controlled cross sections from the wharves extending riverward to the -60 foot LWRP contour shall be taken at locations and intervals designated by the Contracting Officer's Representative.

3.1.4 Before and After Dredging Cross Sections

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Before and After Dredging Cross Sections", the before and after dredging cross sections of the channel shall be taken at approximately 200-foot intervals from the face of the existing wharves to the -55 foot LWRP contour, as well as at all utility crossings and at all P.C.'s, P.T.'s, P.I.'s, and P.O.T.'s.

3.1.5 Survey Data

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Survey Data", the Contractor shall promptly plot the channel cross sections on a scale of 1 inch = 100 feet horizontal and 1 inch = 10 feet vertical.

3.2 DREDGING OPERATIONS NEAR THE CANAL STREET FERRY TERMINAL

The Contractor must not interfere with ferry operations at the Canal Street Ferry Terminal. When dredging is required in the vicinity of the ferry terminal, the Contractor must coordinate with the New Orleans Regional Transit Authority (RTA) and the dredge must maintain a safe distance from all ferry operations in order to not disrupt public transportation. The point of contact for the RTA is Mr. Roberto Lopez at 504-827-8475 (email: rlopez@rtaforward.org).

3.3 RIGHTS-OF-WAY

The Port of New Orleans can provide vehicle parking areas and docking accommodations for dredge attendant plant, but the Contractor must coordinate the use of these areas with the Port of New Orleans Maintenance Department at least 48 hours prior to the need for vehicle parking areas or docking accommodations. The areas used shall be left in as good and clean of a condition as they were prior to the Contractor's use. The point of contact for the Port of New Orleans Maintenance Department is Mr.

John Guidry at 504-528-3310.

3.4 MINIMUM PRODUCTION RATE REQUIREMENTS

a. The following chart shows the minimum production rates the dredge must perform at as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances".

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr) Stations 0+00 to 41+22.67 and 78+49.49 to 333+10	Minimum Output (cy/hr) Stations 41+22.67 to 78+49.49 (Deepened Approach Channel)
27	No	1100	600
30 or greater	No	1582	863
30 or greater	Yes	2100	2100

b. If a dredge's submerged pump becomes inoperable and the Contractor elects to continue dredging, then the Contractor will be allowed to operate without the submerged pump provided the specifications have a bid lot for that size dredge without the submerged pump and provided the dredge meets the minimum production rate shown on the chart above and as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". For a dredge with an inoperable submerged pump, the new unit price per hour for "NOH Dredging" and "NOH Option Dredging" shall be computed as follows:

New Unit Price Per Hour =

$$\frac{\text{(Original Base Item Estimated Quantity)} \times \text{(Original Base Item Unit Price)}}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for the Same Size Dredge Without a Submerged Pump}}$$

The remaining hours, if any, on the Basic Payment Items will be prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remain unchanged.

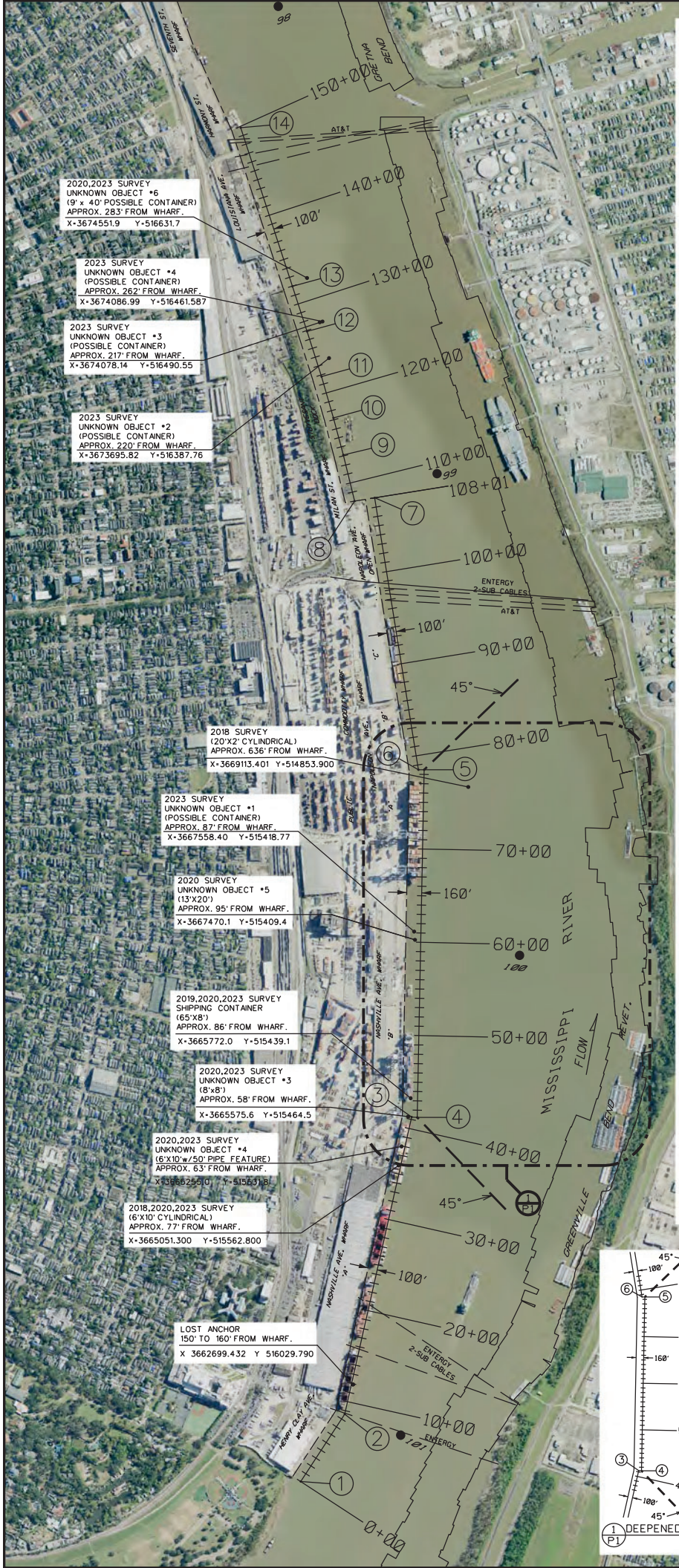
3.5 DOCK BOARD HOT WORK PERMIT

A hot work permit shall be obtained before any welding, torching, etc. is performed on the New Orleans Harbor docks and wharves or any ancillary equipment moored to it by contacting Mr. John Guidry of the Port of New Orleans at 504-528-3310.

3.6 HORIZONTAL AND VERTICAL CONTROL POINTS

Horizontal and vertical control points are shown on the plates attached at the end of this section.

-- End of Section --



Z

NOTES:

1. DREDGING ASSIGNMENTS DETAILING THE ACTUAL DREDGING TEMPLATE WILL BE ISSUED BY THE CONTRACTING OFFICER.

2. FOR HYDROGRAPH DATA, REFER TO WWW.RIVERGAGES.COM, NEW ORLEANS DISTRICT, MISSISSIPPI RIVER AND PASSES, MISS. RIVER @ HARVEY LOCK (DCP# 01320). THIS GAGE WILL BE USED FOR VERTICAL CONTROL BETWEEN STATIONS 0+00 AND 150+00. SEE TABLE BELOW FOR THE ADJUSTMENT THAT SHOULD BE ADDED TO THE GAGE READINGS TO CONVERT THEM TO THE LOW WATER REFERENCE PLANE 2007 (LWRP 2007) (NAVD88).

GAGE DESCRIPTION	VERTICAL DATUM	ADJUSTMENT TO LWRP 2007
MISS. RIVER @ HARVEY LOCK DCP# 01320	GAGE DATUM	- 1.43'

3. DISPOSAL AREAS BEYOND -55 FT. LWRP CONTOUR.

4. WHEN TAKING SURVEYS IN THE AREA, VARIOUS OBSTRUCTIONS HAVE BEEN LOCATED. SEE PLATE FOR MORE DETAILS.

5. AN ANCHOR WAS LOST DURING FY10 DREDGING NEAR STA. 11+92. SEE PLATE FOR MORE DETAILS.

6. DATUM RELATIONSHIPS AS OF NOV 2019 FOR DCP# 01320: 0.0' GAGE DATUM = -0.83' NAVD88 (2009.55) = -1.43' LWRP 2007.

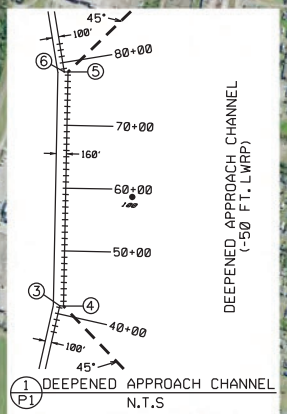
100' OFFSET BASELINE COORDINATES

1	X 3661654.256 Y 516579.333	9	X 3672659.247 Y 516225.828
2	X 3662381.101 Y 516114.130	10	X 3673055.002 Y 516334.747
3	X 3665571.115 Y 515427.099	11	X 3673497.520 Y 516466.793
6	X 3669294.205 Y 515388.646	12	X 3673979.732 Y 516625.341
7	X 3672203.202 Y 515884.880	13	X 3674461.933 Y 516786.332
8	X 3672166.029 Y 516099.199	14	X 3676156.841 Y 517356.489

160' OFFSET BASELINE COORDINATES

4	X 3665566.962 Y 515367.138	5	X 3669293.585 Y 515328.649

X-Y COORDINATES - NAD83 STATE PLANE GRID



1 / P1 DEEPENED APPROACH CHANNEL
N.T.S

SCALE IN FEET
1000 0 1000

NOTE: BACKGROUND PHOTO DATED JAN 2021.

NEW ORLEANS HARBOR
Dredging Region
Nashville to Harmony
Street Wharves

FILE NAME: NOHARBOR_PLATE1.DGN

NOTES:

1. DREDGING ASSIGNMENTS DETAILING THE ACTUAL DREDGING TEMPLATE WILL BE ISSUED BY THE CONTRACTING OFFICER.

2. FOR HYDROGRAPH DATA, REFER TO WWW.RIVERGAGES.COM, NEW ORLEANS DISTRICT, MISSISSIPPI RIVER AND PASSES, MISS. RIVER @ HARVEY LOCK (DCP# 01320) AND MISS. RIVER @ IHNC LOCK (DCP# 01340). VERTICAL CONTROL BETWEEN STATIONS 230+00 AND 333+10 SHOULD EQUAL THE ARITHMETIC AVERAGE OF IHNC AND HARVEY. SEE TABLE BELOW FOR THE ADJUSTMENT THAT SHOULD BE ADDED TO THE GAGE READINGS TO CONVERT THEM TO THE LOW WATER REFERENCE PLANE 2007 (LWRP 2007) (NAVD88).

GAGE DESCRIPTION	VERTICAL DATUM	ADJUSTMENT TO LWRP 2007
MISS. RIVER @ HARVEY LOCK DCP# 01320	GAGE DATUM	- 1.43′
MISS. RIVER @ IHNC LOCK DCP# 01340	GAGE DATUM	- 0.61′

3. DISPOSAL AREAS BEYOND -55 FT. LWRP CONTOUR.

4. DATUM RELATIONSHIPS AS OF NOV 2019 FOR:
DCP# 01340: 0.0′ GAGE DATUM = -0.11′ NAVD88 (2009.55) = -0.61′ LWRP 2007

DCP# 01320: 0.0′ GAGE DATUM = -0.83′ NAVD88 (2009.55) = -1.43′ LWRP 2007

100' OFFSET BASELINE COORDINATES

15	X 3683031.386 Y 521563.783	26	X 3683532.496 Y 529077.800
16	X 3683236.499 Y 521899.082	27	X 3683482.277 Y 529067.146
17	X 3683590.637 Y 522763.665	28	X 3683443.148 Y 529368.025
18	X 3683717.709 Y 523099.202	29	X 3683521.101 Y 529378.142
19	X 3683819.814 Y 523549.440	30	X 3683496.482 Y 529567.627
20	X 3683942.775 Y 524548.375	31	X 3683398.389 Y 529552.639
21	X 3683933.272 Y 525328.357	32	X 3683334.249 Y 530150.004
22	X 3683847.014 Y 526421.718	33	X 3683311.993 Y 530687.661
23	X 3683635.886 Y 528122.119	34	X 3683378.163 Y 531129.280
24	X 3683544.880 Y 528684.059	35	X 3683379.680 Y 531220.040
25	X 3683592.403 Y 528693.137	36	X 3683477.920 Y 531467.043

X-Y COORDINATES - NAD83 STATE PLANE GRID

SCALE IN FEET
500 0 500

NOTE: BACKGROUND PHOTO DATED JAN 2021.

NEW ORLEANS HARBOR
Dredging Region
Market to Poydras

FILE NAME: NOHARBOR_PLATE2.DGN PLATE 2

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DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 20 23.23 08

HYDRAULIC DREDGING - ALGIERS, IHNC, AND HARVEY LOCK FOREBAYS DREDGING REGION

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1.1 SCOPE
1.2 DEFINITIONS
1.3 MEASUREMENT AND PAYMENT
1.3.1 Non-Standard Dredging Conditions
1.4 EXISTING STRUCTURES OR UTILITIES

PART 2 PRODUCTS

2.1 LANDING BARGE

PART 3 EXECUTION

3.1 DREDGING
3.1.1 Dredging Region
3.1.1.1 Algiers Lock Forebay
3.1.1.2 Harvey Lock Forebay
3.1.1.3 Inner Harbor Navigation Canal Lock Forebay
3.1.2 VHF Channel Monitoring
3.1.3 Dredge Discharge Pipeline
3.1.4 Preliminary Field Surveys
3.1.5 Before and After Dredging Cross Sections
3.1.6 Survey Data
3.2 MINIMUM PRODUCTION RATE REQUIREMENTS
3.3 HORIZONTAL AND VERTICAL CONTROL POINTS

ATTACHMENTS:

Algiers, IHNC and Harvey Lock Forebays Dredging Region Plate 1

Algiers Navigation Lock Forebay Maintenance Dredging Plate 2

Harvey Lock Forebay Maintenance Dredging Plate 3

Inner Harbor Navigation Canal Lock Forebay Maintenance Dredging Plate 4

-- End of Section Table of Contents --

SECTION 35 20 23.23 08

HYDRAULIC DREDGING - ALGIERS, IHNC, AND HARVEY LOCK FOREBAYS DREDGING REGION

PART 1 GENERAL

1.1 SCOPE

This section details specific requirements, which are in addition to the general requirements set forth in the specifications, for the Algiers, Inner Harbor Navigation Canal (IHNC), and Harvey Lock Forebays Dredging Region. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for dredging in the specified dredging region, except for those measures set forth in other technical portions of the specifications.

1.2 DEFINITIONS

Inner Harbor Navigation Canal Lock is variously known as "IHNC Lock" or "Industrial Canal Lock" or "Industrial Lock". These terms may be used interchangeably.

"Forebay" refers to the "high pool" approach channel of a navigation lock. For all three locks in this region, the forebay is the approach channel from the Mississippi River to the lock.

1.3 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for dredging region requirements as described herein. All costs for the work covered under this section shall be included in the contract unit price per hour in the "NOH Dredging" and "NOH Option Dredging" items on the bidding schedule.

1.3.1 Non-Standard Dredging Conditions

The following conditions will be considered non-standard:

a. Those conditions described in Section 35 20 23.23, paragraph entitled "Dredging in Non-Standard Reaches and Conditions".

b. Any locations within the Algiers, IHNC, and Harvey Lock Forebays where the dredging template yields less than a 125 foot swing width.

1.4 EXISTING STRUCTURES OR UTILITIES

The structures or utilities listed below are known to be located within the dredging region.

Structure or Utility	Owner Information	Location & Approximate C/L Station	Elevation (feet MLG)
12-inch ductile iron water main 12-inch PVC water main	Sewerage and Water Board of New Orleans 625 St Joseph St New Orleans, LA 70165 504-529-2837 Mr. Huy Tran Office: 504-865-0444 Cell: 504-615-6557 Email: htran2@swbno.org	Algiers Lock Forebay Station 11+20	-18
6-inch power line conduit	Entergy 9585 Pecue Lane Baton Rouge, LA 70810 Mr. Matt Mouton 985-869-0459 mmouto1@entergy.com Mr. Todd Varner 225-754-6127 tvarner@entergy.com	Algiers Lock Forebay Station 13+00	-30

PART 2 PRODUCTS

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

2.1 LANDING BARGE

The Contractor shall furnish a landing barge for personnel access, located at the work site by the Contracting Officer and positioned by the Contractor. The landing barge shall be capable of access from the levee crown to the barge dock. Stairways shall consist of sections with not more than a 12 ft. vertical rise each, and including a connecting stair landing, stair top platform and gangway. The gangway shall be capable of vertical and horizontal movement. The landing barge, railing, and stairway shall conform to the requirements of EM 385-1-1.

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Dredging Region

The plate entitled "Algiers, IHNC and Harvey Lock Forebays Dredging Region Plate 1" shows the approximate location of the below dredging areas.

3.1.1.1 Algiers Lock Forebay

a. The authorized dimension for the Algiers Lock Forebay is -12 feet Mean Low Gulf (MLG). The Administrative Contracting Officer may issue

dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template to be dredged by the Contractor. The dredging template will include the swing width, the side slope, and the specified elevation. The specified elevation in the dredging assignment will not exceed three feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government. Extreme caution is required when dredging in the vicinity of the S&WB pipelines (approximately station 11+20). Between station 10+50 and 12+00, the cutterhead shall not exceed a depth of -16 feet MLG and the width of the dredging prism shall be limited to 150 feet. This width shall be measured from the lock centerline and shall not exceed 35 feet northwest of the centerline and 115 feet southeast of the centerline.

b. The plate entitled "Algiers Navigation Lock Forebay Maintenance Dredging Plate 2" located at the end of this section shows the approximate location of dredging. Dredged material shall be placed beyond the -55 foot MLG contour in the Mississippi River through approximately 2,800 feet of floating discharge pipeline, with up to approximately a five foot high discharge lift.

3.1.1.2 Harvey Lock Forebay

a. The authorized dimension for the Harvey Lock Forebay is -12 feet Mean Low Gulf (MLG). The Administrative Contracting Officer may issue dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template to be dredged by the Contractor. The dredging template will include the swing width, the side slope, and the specified elevation. The specified elevation in the dredging assignment will not exceed three feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government.

b. The plate entitled "Harvey Lock Forebay Maintenance Dredging Plate 3" located at the end of this section shows the approximate location of dredging. Dredged material shall be placed beyond the -55 foot MLG contour in the Mississippi River through approximately 2,000 feet of floating discharge pipeline, with up to approximately a five foot high discharge lift.

c. Due to the short length of the Harvey Lock Forebay, the Contractor shall be aware that spudding operations may be affected due to the bottom elevations of the Mississippi River changing suddenly in this area. Therefore, the Contractor shall ensure that its dredge can operate effectively at this location.

d. If approved by the Contracting Officer or his/her authorized representative, the Contractor can use a 16 inch inside diameter pump discharge water injection dredge to perform dredging due to the short length of the Harvey Lock Forebay. If this occurs, the water injection dredge hourly rate will be computed using the below formula. The minimum required production rate that the 16 inch inside diameter pump discharge water injection dredge must perform at is 769 cy/hr.

Water Injection Dredge Hourly Rate = Original Base Item Unit Price x Substitute Rate (as shown below for the Applicable Bid Lot)

Bid Lot	Dredge Discharge Size (ID, Inches)	Submerged Pump	Substitute Rate
1	27	No	0.921
2	30 or greater	No	0.640
3	30 or greater	Yes	0.414

3.1.1.3 Inner Harbor Navigation Canal Lock Forebay

a. The authorized dimension for the Inner Harbor Navigation Canal Lock Forebay is -31.5 feet Mean Low Gulf (MLG). The Administrative Contracting Officer may issue dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template to be dredged by the Contractor. The dredging template will include the swing width, the side slope, and the specified elevation. The specified elevation in the dredging assignment will not exceed three feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government.

b. The plate entitled "Inner Harbor Navigation Canal Lock Forebay Maintenance Dredging Plate 4" located at the end of this section shows the approximate location of dredging. Dredged material shall be placed beyond the -55 foot MLG contour in the Mississippi River through approximately 3,000 feet of floating discharge pipeline, with up to approximately a five foot high discharge lift.

c. A bank slide occurred in the IHNC Lock Forebay in approximately January of 2009. This slide caused rock (grade B stone) and sediment to be deposited in the navigation channel. A government dragline was used to remove much of the rock from the channel, but subsequent surveys indicate that some rock may remain in the channel. Surveys also indicate that most of the rock and sediment due to the slide was deposited between stations 11+00 and 16+00. However, the Contractor should exercise caution and be aware that rock may exist outside these limits when dredging in the forebay. Further information is available upon request.

d. Due to bank stability issues, no box cutting that would disturb any material beyond the western edge of the authorized channel between stations 13+44 and 14+44 shall be permitted.

e. Since the bank slide in January 2009, the IHNC Lock Forebay has been dredged by a cutterhead dredge.

3.1.2 VHF Channel Monitoring

In addition to monitoring VHF Channels 16 and 67, dredge personnel shall monitor VHF Channel 14 when working at any of the locks.

3.1.3 Dredge Discharge Pipeline

The Contractor shall provide 3,000 feet of serviceable floating pipeline and all associated equipment as directed by the Government. See Section

35 20 23.23, paragraph entitled "Dredge Discharge Pipeline", for additional information regarding pipeline requirements.

3.1.4 Preliminary Field Surveys

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Preliminary Field Surveys", controlled cross sections of the dredging area and extending riverward to the -60 foot MLG contour shall be taken at locations and intervals designated by the Contracting Officer's Representative.

3.1.5 Before and After Dredging Cross Sections

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Before and After Dredging Cross Sections", the before and after dredging cross sections of the channel shall be taken at approximately 100-foot intervals along the channel, as well as at all utility crossings and at all P.C.'s, P.T.'s, P.I.'s, and P.O.T.'s.

3.1.6 Survey Data

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Survey Data", the Contractor shall promptly plot the channel cross sections on a scale of 1 inch = 100 feet horizontal and 1 inch = 10 feet vertical.

3.2 MINIMUM PRODUCTION RATE REQUIREMENTS

a. The following chart shows the minimum production rates the dredge must perform at as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances".

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr)
27	No	1100
30 or greater	No	1582
30 or greater	Yes	2100

b. If a dredge's submerged pump becomes inoperable and the Contractor elects to continue dredging, then the Contractor will be allowed to operate without the submerged pump provided the specifications have a bid lot for that size dredge without the submerged pump and provided the dredge meets the minimum production rate shown on the chart above and as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". For a dredge with an inoperable submerged pump, the new unit price per hour for "NOH Dredging" and "NOH Option Dredging" shall be computed as follows:

New Unit Price Per Hour =

$$\frac{\text{(Original Base Item Estimated Quantity)} \times \text{(Original Base Item Unit Price)}}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for the Same Size Dredge Without a Submerged Pump}}$$

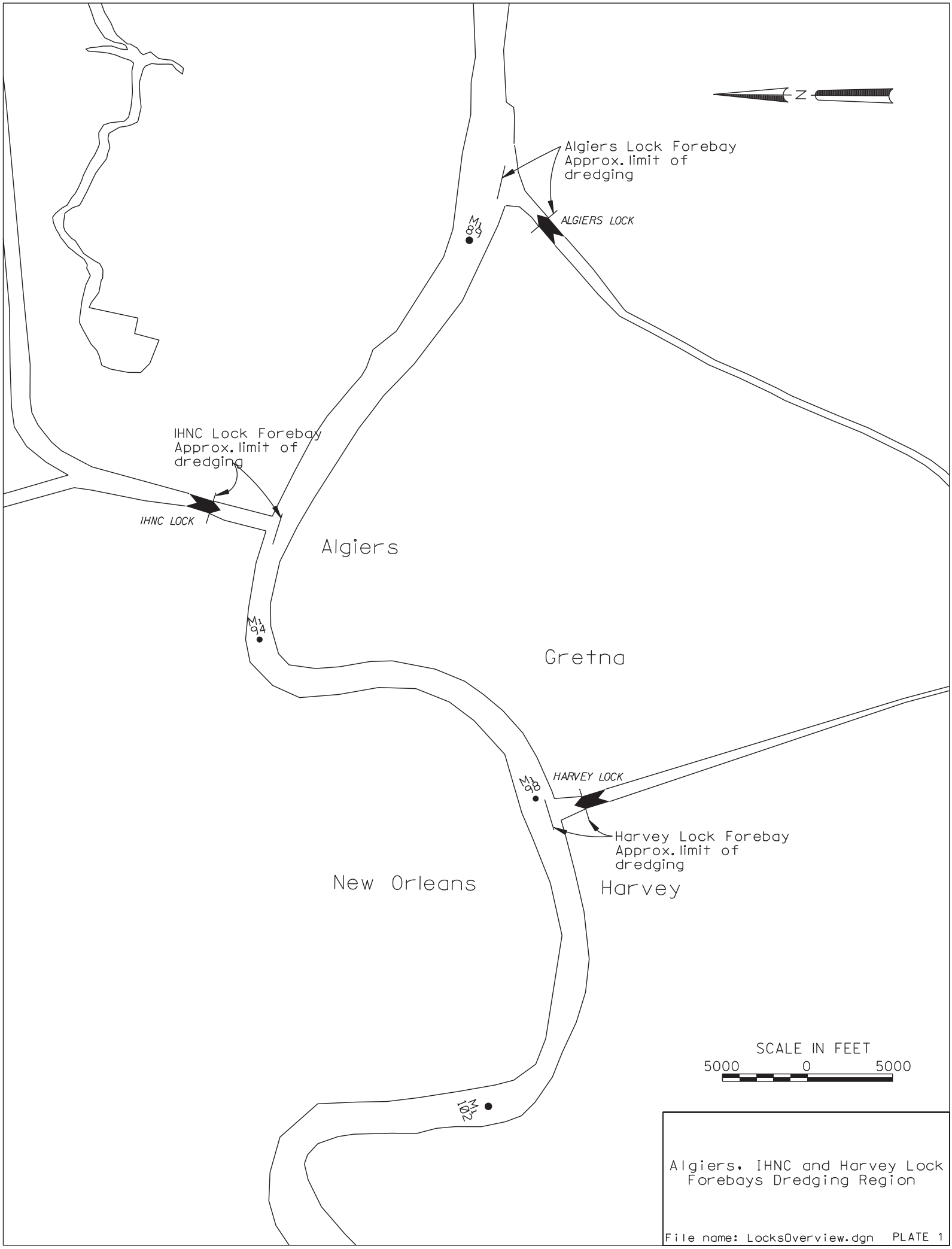
The remaining hours, if any, on the Basic Payment Items will be prorated

so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remain unchanged.

3.3 HORIZONTAL AND VERTICAL CONTROL POINTS

Horizontal and vertical control points are shown on the plates attached at the end of this section.

-- End of Section --



Algiers, IHNC and Harvey Lock Forebays Dredging Region

File name: LocksOverview.dgn PLATE 1

NOTES:

1. DREDGING ASSIGNMENTS DETAILING THE ACTUAL DREDGING TEMPLATE WILL BE ISSUED BY THE CONTRACTING OFFICER.

2. FOR HYDROGRAPH DATA AND VERTICAL CONTROL IN ALGIERS LOCK FOREBAY, REFER TO WWW.RIVERGAGES.COM, NEW ORLEANS DISTRICT, MISSISSIPPI RIVER AND PASSES, MISS. RIVER @ ALGIERS LOCK (DCP# 01380). SEE TABLE BELOW FOR THE ADJUSTMENT THAT SHOULD BE ADDED TO THE GAGE READINGS TO CONVERT THEM TO MLG.

3. DISPOSAL AREAS BEYOND 55 FT. MLG CONTOUR.

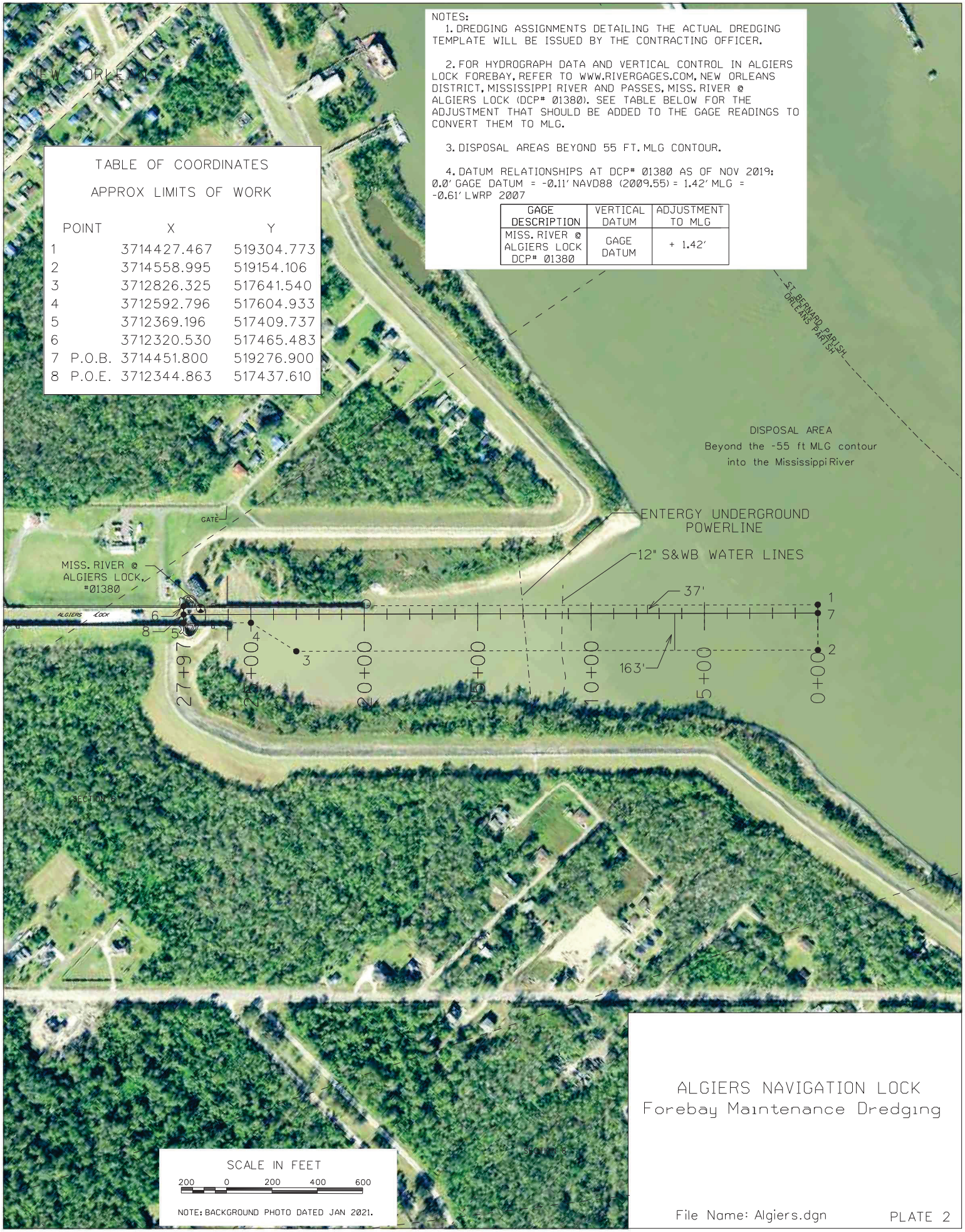
4. DATUM RELATIONSHIPS AT DCP# 01380 AS OF NOV 2019: 0.0' GAGE DATUM = -0.11' NAVD88 (2009.55) = 1.42' MLG = -0.61' LWRP 2007

GAGE DESCRIPTION	VERTICAL DATUM	ADJUSTMENT TO MLG
MISS. RIVER @ ALGIERS LOCK DCP# 01380	GAGE DATUM	+ 1.42'

TABLE OF COORDINATES

APPROX LIMITS OF WORK

POINT		X	Y
1		3714427.467	519304.773
2		3714558.995	519154.106
3		3712826.325	517641.540
4		3712592.796	517604.933
5		3712369.196	517409.737
6		3712320.530	517465.483
7	P.O.B.	3714451.800	519276.900
8	P.O.E.	3712344.863	517437.610



ALGIERS NAVIGATION LOCK
Forebay Maintenance Dredging

File Name: Algiers.dgn

PLATE 2

TABLE OF COORDINATES
APPROX LIMITS OF WORK

POINT		X	Y
1		3676168.356	515965.968
2		3676309.956	516015.463
3		3676594.493	515212.960
4		3676605.262	514958.158
5		3676534.566	514933.118
6	P.O.B.	3676203.700	515978.500
7	P.O.E.	3676656.540	514701.322

NOTES:

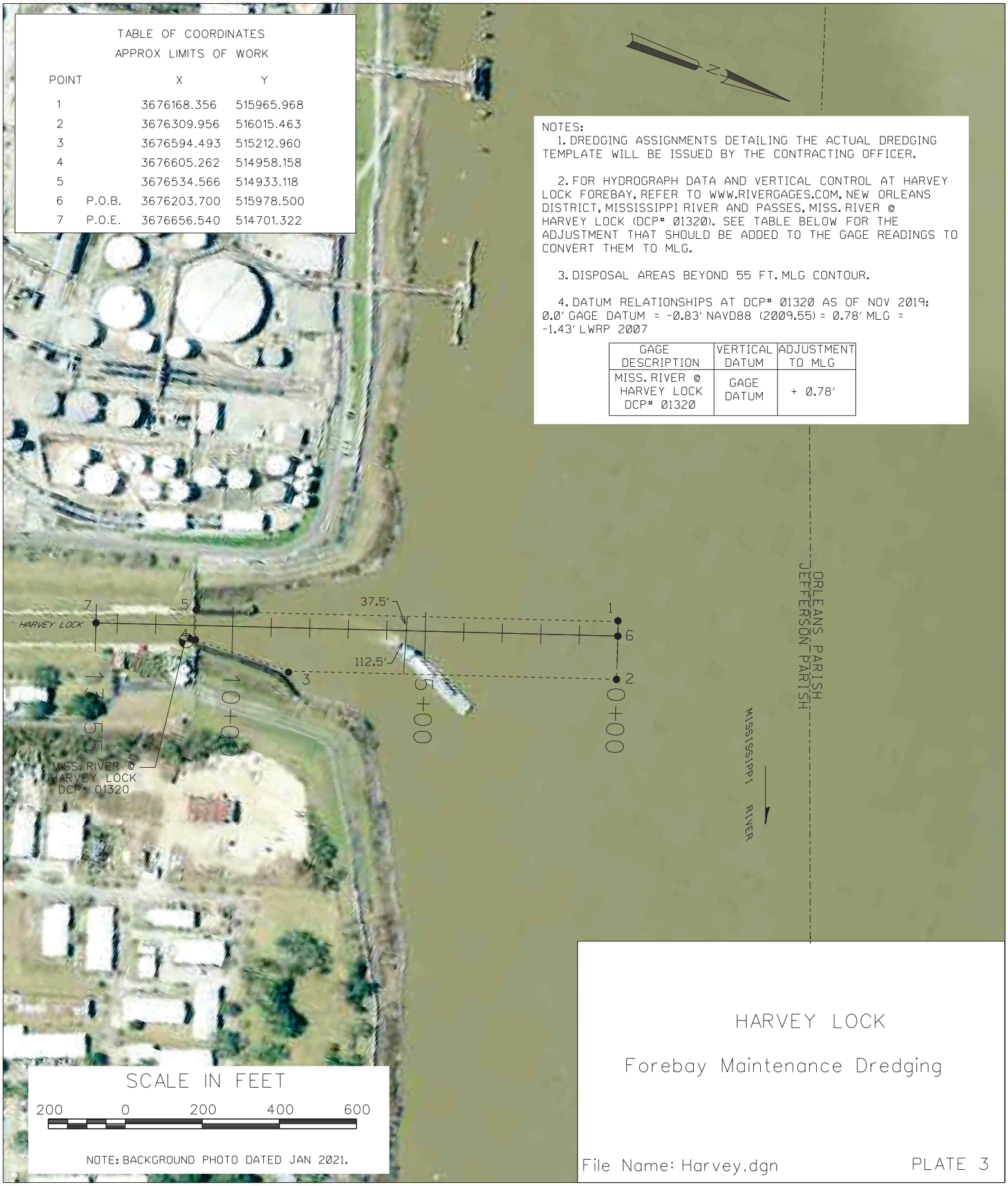
1. DREDGING ASSIGNMENTS DETAILING THE ACTUAL DREDGING TEMPLATE WILL BE ISSUED BY THE CONTRACTING OFFICER.

2. FOR HYDROGRAPH DATA AND VERTICAL CONTROL AT HARVEY LOCK FOREBAY, REFER TO WWW.RIVERGAGES.COM, NEW ORLEANS DISTRICT, MISSISSIPPI RIVER AND PASSES, MISS. RIVER @ HARVEY LOCK (DCP# 01320). SEE TABLE BELOW FOR THE ADJUSTMENT THAT SHOULD BE ADDED TO THE GAGE READINGS TO CONVERT THEM TO MLG.

3. DISPOSAL AREAS BEYOND 55 FT. MLG CONTOUR.

4. DATUM RELATIONSHIPS AT DCP# 01320 AS OF NOV 2019: 0.0' GAGE DATUM = -0.83' NAVD88 (2009.55) = 0.78' MLG = -1.43' LWRP 2007

GAGE DESCRIPTION	VERTICAL DATUM	ADJUSTMENT TO MLG
MISS. RIVER @ HARVEY LOCK DCP# 01320	GAGE DATUM	+ 0.78'



HARVEY LOCK

Forebay Maintenance Dredging

File Name: Harvey.dgn

PLATE 3

TABLE OF COORDINATES
APPROX LIMITS OF WORK

POINT		X	Y
1		3694672.343	531637.537
2		3694803.259	531710.755
3		3694156.467	532867.245
4		3694063.970	533616.601
5		3694289.163	534448.693
6		3694300.250	534566.222
7		3694326.374	534662.749
8		3694254.673	534684.907
9		3693974.131	533724.857
10		3693874.386	533356.299
11		3693920.635	532981.621
12	P.O.B.	3694737.801	531674.146
13	P.C.	3964113.710	532790.045
14	P.T.	3694008.465	533631.623
15	P.O.E.	3694290.871	534675.111

NOTES:

1. DREDGING ASSIGNMENTS DETAILING THE ACTUAL DREDGING TEMPLATE WILL BE ISSUED BY THE CONTRACTING OFFICER.

2. FOR HYDROGRAPH DATA AND VERTICAL CONTROL IN IHNC FOREBAY, REFER TO WWW.RIVERGAGES.COM, NEW ORLEANS DISTRICT, MISSISSIPPI RIVER AND PASSES, MISS. RIVER @ IHNC LOCK (DCP# 01340). SEE TABLE BELOW FOR THE ADJUSTMENT THAT SHOULD BE ADDED TO THE GAGE READINGS TO CONVERT THEM TO MLG.

3. DISPOSAL AREAS BEYOND -55 FT MLG CONTOUR INTO THE MISSISSIPPI RIVER.

4. DATUM RELATIONSHIPS FOR DCP# 01340 AS OF NOV 2019:
0.0' GAGE DATUM = -0.11' NAVD88 (2009.55) = 1.75' MLG = -0.61' LWRP 2007

GAGE DESCRIPTION	VERTICAL DATUM	ADJUSTMENT TO MLG
MISS. RIVER @ IHNC LOCK DCP# 01340	GAGE DATUM	+ 1.75'

CURVE DATA

CURVE 1 DATA
EAST EDGE OF CUT
DELTA: 44° 21' 37.84"
DEGREE OF CURVE: 5° 43' 46.48"
TANGENT: 407.69'
LENGTH OF CURVE: 774.24'
RADIUS: 1000'

CURVE 2 DATA
C/L
DELTA: 44° 21' 37.84"
DEGREE OF CURVE: 5° 07' 14.77"
TANGENT: 456.16'
LENGTH OF CURVE: 866.29'
RADIUS: 1118.89'

CURVE 3 DATA
WEST EDGE OF CUT
DELTA: 44° 21'38.05"
DEGREE OF CURVE: 11° 27' 32.96"
TANGENT: 203.85'
LENGTH OF CURVE: 387.12'
RADIUS: 500'

SCALE IN FEET
200 0 200 400 600

NOTE: BACKGROUND PHOTO DATED JAN 2021.

INNER HARBOR NAVIGATION CANAL LOCK

Forebay Maintenance Dredging

File Name: IHNC.dgn

PLATE 4

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DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 20 23.23 15

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Bayou Lafourche Navigation Channel Maintenance Dredging Plate

-- End of Section Table of Contents --

SECTION 35 20 23.23 15

HYDRAULIC DREDGING - BAYOU LAFOURCHE DREDGING REGION

PART 1 GENERAL

1.1 SCOPE

This section details specific requirements, which are in addition to the general requirements set forth in the specifications, for the Bayou Lafourche Dredging Region. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for dredging in the specified dredging region, except for those measures set forth in other technical portions of the specifications.

1.2 MEASUREMENT AND PAYMENT

All costs for the work covered under this section shall be included in the contract unit price per hour in the "Bayou Lafourche Dredging" and "Bayou Lafourche Option Dredging" items on the bidding schedule except for "Preparatory Work For Bayou Lafourche Dredging Region" and Option Item "Bird Nesting Prevention Measures".

1.2.1 Base Item: Preparatory Work For Bayou Lafourche Dredging Region

All costs associated with the towing of the dredge and attendant plant from the Houma Navigation Canal Dredging Region to the Bayou Lafourche Dredging Region, starting from the time material stops flowing out of the discharge pipeline at the Houma Navigation Canal, and all costs associated with the mobilization of any dredge plant required for the Bayou Lafourche Dredging Region that is in excess of what was required at the Houma Navigation Canal Dredging Region shall be included in the contract job price in the "Preparatory Work For Bayou Lafourche Dredging Region" item on the bidding schedule. Once dredging operations are complete in Bayou Lafourche, all costs associated with the demobilization of any dredge plant not required for use in the Barataria Bay Waterway Bar Channel Dredging Region shall also be included in the contract job price in the "Preparatory Work For Bayou Lafourche Dredging Region" item on the bidding schedule.

1.2.2 Option Item: Bird Nesting Prevention Measures

All costs associated with bird nesting prevention measures shall be included in the contract unit price per day in the "Bird Nesting Prevention Measures" option item on the bidding schedule. Pay time for this option item will be measured by the day. A day of performing the bird nesting prevention measures is defined as beginning at 0000 hours and ending at 2400 hours. Portions of a day when the nest prevention measures are required will be considered as a full day. Nest prevention measures shall be performed as described in the paragraph entitled "Bird Nesting Prevention Measures". Price and payment shall constitute full compensation for furnishing all equipment, labor, materials, supplies, supervision, removal of nest prevention measures, and all operations incidental thereto.

1.2.3 Non-Standard Dredging Conditions

The following conditions will be considered non-standard:

a. Those conditions described in Section 35 20 23.23, paragraph entitled "Dredging in Non-Standard Reaches and Conditions".

b. Any locations within Bayou Lafourche where the dredging template from station 200+00 to 330+00 yields less than a 300 foot swing width.

1.3 EXISTING STRUCTURES OR UTILITIES

The structures or utilities listed below are known to be located within the dredging region.

Structure or Utility	Owner Information	Approximate C/L Station	Elevation (feet MLG)
10-inch Oil Pipeline	Chevron Pipeline Co. Mr. Brent Amedee 2219 W Park Ave Gray, LA 70359-3602 Office: 985-446-4647 Cell: 504-615-5073 brea@chevron.com	199+27	-36.2
12-inch Gas Pipeline	Enlink Midstream 2300 S. College Road Lafayette, LA 70508 337-354-1700 Mr. Thomas Boudreaux Office: 469-308-1822 Cell: 985-226-8692 thomas.boudreaux@enlink.com	335+18 (Also on Western Beach Disposal Area)	-40.0
(2) 16-inch Gas Pipelines	Kinetica Partners 224 Aviation Road Houma, LA 70363 985-879-3516 Mr. Kurt Cheramie 985-209-2283 kurt.cheramie@kineticallc.com	Western Beach Disposal Area	Unknown

Structure or Utility	Owner Information	Approximate C/L Station	Elevation (feet MLG)
4-inch flow line	Hilcorp Energy Mr. Allan Pringle 1111 Travis Street Houston, TX 77002 Office: 346-237-2232 Cell: 512-226-3758 apringle@hilcorp.com Mr. Shelby Damico 15211 Old Spanish Trail Paradis, LA 70080 225-250-6632 sdamico@hilcorp.com	Western Beach Disposal Area	Unknown
Pipeline	Unknown	Western Beach Disposal Area	Unknown
12-inch Gas Pipeline	Enlink Midstream (see above)	Eastern Beach	Unknown

1.4 AERIAL PHOTOGRAPHY DOCUMENTATION

The Contractor shall provide aerial photography documentation of the worksite and construction activities during the contract duration. At a minimum, the proposed disposal areas shall be flown two (2) times; namely: prior to initiation of dredging and upon completion of disposal activities. During the flights, the significant features of work (dredge plant, proposed disposal areas, discharge site, working equipment, etc.) shall be captured. In general, sufficient images shall be taken to thoroughly cover the project. All images must be sharp, clear, relevant and available in full JPEG format. The Contractor shall document/monitor all construction activities, before and after construction using aerial photography at oblique angles. The deliverables shall be still photos that cover the extent of the contract operations. All photographs provided shall be labeled with the following: contract number, date of photography, and photographic company name. Photographer shall have a minimum of 3 years' experience. The Government is granted unlimited use of all images without further costs. The Contractor shall electronically submit a PDF format review package to the respective area office personnel and to Mr. Jeff Corbino at Jeffrey.M.Corbino@usace.army.mil. Once the Contractor receives approval from the respective area office personnel, the Contractor shall submit the JPEG images into RMS. This submittal and review process shall be done immediately after the initial images are taken prior to dredging and immediately after the final images are taken upon completion of disposal activities.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Dredging Region

3.1.1.1 Bayou Lafourche

a. The authorized dimensions for Bayou Lafourche are -24 feet Mean Low Gulf (MLG) by 300 feet bottom width from Station 200+00 to 240+00, with a transition to -26 feet MLG by 300 feet from Station 240+00 to 245+00, and -26 feet MLG by 300 feet from Station 245+00 to 330+00. The Administrative Contracting Officer may issue dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template to be dredged by the Contractor. The dredging template will include the swing width, the side slope, and the specified elevation. The specified elevation in the dredging assignment will not exceed 3 feet below the authorized elevation from Station 200+00 to 240+00 or 4 feet below the authorized elevation from Station 240+00 to 330+00 and may be specified above the authorized dimensions when determined to be beneficial to the Government. During all dredging operations in Bayou Lafourche, the Contractor shall coordinate with the Greater Lafourche Port Commission Harbor Police to work with passing traffic.

b. Disposal of dredged material shall be at the Government's direction. The approved disposal sites are listed below and are shown on the Bayou Lafourche Navigation Channel Maintenance Dredging Plate.

1) Western Beach Disposal: Dredged material shall be placed unconfined along the beach west of the west jetty. The discharge points shall be located on the beach, and the dredged material shall be placed parallel to the shoreline. The initial discharge shall begin approximately 300 feet west of the west jetty. The elevation of the material shall not exceed +6.0 feet MLG. The discharge line shall be placed so as to direct the discharge towards the west and parallel to the shoreline, and away from the existing marsh, as shown on the plate. At no time shall material be placed upon existing vegetation. As the maximum elevation is reached, the discharge line shall then be moved towards the west and away from the channel as necessary to maintain the construction of a continuous disposal berm, in compliance with the above elevation, up to a maximum lateral distance of 6,500 feet away from the west jetty. In the event the Contractor should reach this point (6,500 feet from the west jetty) and should plan on continuing use of this disposal site for additional material, the Contractor shall move the pipe back to a location approximately 300 feet west of the west jetty and south of the initial discharge location. Discharge shall then proceed westerly as defined above. This sequence shall be followed until all dredging is completed. At no time during construction shall any equipment be operated in areas with existing vegetation. All access by the Contractor to this site shall be via the Gulf and/or across the west jetty. This stipulation also covers any mechanized survey equipment.

2) Eastern Beach Disposal: Dredged material shall be placed unconfined along the east beach. Access to the east beach disposal area shall be via the Gulf and/or across the east jetty. The discharge location(s) shall be no closer than 100 feet and no farther than 300 feet from the waters edge surface. Discharge shall be monitored, and if necessary moved in order to assure no material goes landward of the waters edge. The elevation of the material shall not exceed +6.0' MLG. The discharge line shall be placed so as to direct the discharge towards the east and parallel to the shoreline and away from the existing marsh and beach areas, as shown on the plate. At no time shall material be placed on existing vegetation. As the maximum elevation is reached, the discharge line shall be moved as necessary to maintain construction of a continuous disposal berm in compliance with this elevation. No direct discharge will be allowed within 300 feet of the eastern-most jetty. At no time during construction shall any equipment, including mechanized survey equipment, be operated in areas along the beach with existing vegetation.

3.1.2 Dredge Discharge Pipeline

The Contractor shall provide 15,000 feet of serviceable floating, submerged, or shore pipeline and all associated equipment as directed by the Government. See Section 35 20 23.23, paragraph entitled "Dredge Discharge Pipeline", for additional information regarding pipeline requirements.

3.1.3 Before and After Disposal Surveys

Before and after disposal surveys shall be taken at the Government's direction at each discharge location. Cross-sections shall be taken normal to the beach, beginning at the waters edge surface and extending 750 feet gulfward. For each disposal area used, a minimum of four after disposal cross-sections shall be taken normal to the beach at intervals not to exceed 500 feet and as needed to adequately cover the area of shoreline impacted by dredge material disposal. One cross-section shall be taken at the discharge location(s), two cross-sections shall be taken beyond the discharge location(s) - (disposal side), and one cross-section taken channelward of the discharge location - (jetty side). All surveys shall be tied/referenced to the centerline of the channel. All notes resulting from these surveys shall be presented to the Contracting Officer's Representative. The before and after disposal surveys shall be furnished to the Government in CAD and PDF formats including plan and section views. Survey data shall also be provided in ASCII XYZ format (easting, northing, elevation). All survey data shall be referenced to NAD83, State Plane Coordinates, LA South 1702 horizontally and Mean Low Gulf vertically. Soundings shall be recorded to the nearest tenth of a foot and the distance between soundings and/or rod readings shall not exceed 40 feet. All disposal surveys shall be submitted and accepted before final payment is made to the Contractor. In addition, the before and after disposal surveys shall be submitted to Mr. Jeff Corbino electronically at Jeffrey.M.Corbino@usace.army.mil.

3.1.4 Preliminary Field Surveys

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Preliminary Field Surveys", controlled cross sections of the channel 500 feet in width or water's edge to water's edge, whichever one comes first, shall be taken at locations and intervals designated by the Contracting

Officer's Representative.

3.1.5 Before and After Dredging Cross Sections

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Before and After Dredging Cross Sections", the before and after dredging cross sections of the channel shall be taken at approximately 200-foot intervals along the channel, as well as at all utility crossings and at all P.C.'s, P.T.'s, P.I.'s, and P.O.T.'s.

3.1.6 Survey Data

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Survey Data", the Contractor shall promptly plot the channel cross sections on a scale of 1 inch = 30 feet horizontal and 1 inch = 5 feet vertical.

3.2 NESTING BIRDS

3.2.1 General

Coastal birds (small-sized birds such as terns, skimmers, and gulls), wading birds (medium-sized birds such as ibis, egrets, and herons), seabirds (large-sized birds such as pelicans), and raptors (large-sized birds such as eagles) are known to nest throughout south Louisiana and may be present in the project area. Nesting birds and their nests are protected by the Migratory Bird Treaty Act (MBTA) and must not be disturbed or destroyed.

Protection within the project area shall be accomplished by the following: disturbance to deter nesting activity of coastal birds and wading birds prior to nesting; avoidance of active coastal bird, wading bird and pelican nesting areas; and avoidance of known eagle nests. Nesting generally occurs between 15 February through 15 September for coastal birds, wading birds, and pelicans; and from October to May for eagles. Nest prevention and/or avoidance measures shall be required if nesting activity is observed during these times by the Contractor and verified by the Government.

Coastal bird nesting activity is identifiable by large congregations of birds (often 100 or more) in barren or sparsely vegetated sandy areas. During the breeding season, coastal birds may be aggressive with workers, make persistent alert calls when workers are present, and feign injury to divert attention away from nests. These indicators of breeding activity shall be brought to the attention of the Government upon discovery to determine if nest prevention measures or avoidance measures are required.

Wading bird and seabird nesting activity is identifiable by the congregation of birds (often 20 or more) in woody vegetation, mangroves, or tree groves. Breeding wading birds and pelicans may have elaborate feather patterns and/or colorful feathers. Groupings of solitary wading birds that are typically intolerant of each other is another sign of breeding activity. These indicators of breeding activity shall be brought to the attention of the Government upon discovery to determine if nest prevention or avoidance measures are required. Any annually used rookeries known to wildlife biologists, if located in the project area, are noted on the plate(s).

Eagle nests established by breeding pairs are largely known to wildlife

biologists. Any known nests in the project area are noted on the plate(s). The presence of eagles on and near these nesting sites should be reported to the Government and avoidance measures shall be implemented upon discovery.

Dredging activity during this period may be subject to additional requirements as stated below and/or on project plates.

3.2.2 Implementation and Reporting

a. In addition to the requirements in Section 01 57 20.00, paragraph entitled "Implementation and Reporting", the Contractor shall also submit the Bird Nesting Prevention Plan. See the paragraph of this section entitled "Bird Nesting Prevention Measures".

b. The presence of coastal birds, wading birds, pelicans, and/or eagles exhibiting breeding behavior (as described in paragraph entitled "General") within the minimum distances from the work area (as specified in paragraph entitled "No Work Distances") shall be immediately reported to the Administrative Contracting Officer and to Jeff Corbino of the U.S. Army Corps of Engineers at (504) 862-1958.

3.2.3 No Work Distances

No-work distance restrictions are as follows:

Coastal birds (terns, skimmers, and gulls) - 650 feet;
Wading birds (ibis, egrets, and herons) - 1000 feet;
Pelicans - 2000 feet; and
Eagles - 660 feet

Coordination by the New Orleans District personnel with the U.S. Fish and Wildlife Service may result in a reduction or relaxing of these no-work distances depending on the species of birds found nesting at the work site and specific site conditions.

3.2.4 Bird Nesting Prevention Measures

The Contractor shall prepare and submit, for approval, a plan detailing the efforts that will be undertaken to prevent birds from nesting within the minimum distances, as specified in the paragraph entitled "No Work Distances", from any work activity. This plan shall be submitted electronically to the Administrative Contracting Officer, the Contracting Officer's Representative, and to Mr. Jeff Corbino at Jeffrey.M.Corbino@usace.army.mil.

Nest prevention measures shall be intended to deter birds from nesting on the disposal area(s) and access corridor(s) without physically harming birds during the nesting activity period, as specified in the paragraph entitled "General". Nest prevention measures may be used in combination and/or adjusted to be most effective. The use of any harassment measures shall be in accordance with EM 385-1-1. At minimum, nest prevention measures shall include the following:

Flagging/Streamers - Flagging and/or streamers at least two feet in length and which consist of reflective plastic/mylar type material shall be attached to the top of stakes at least three feet in height. The stakes shall be driven into the ground at approximately 20-foot intervals. Flagging and/or streamers shall be placed such that the

flags/streamers move in a light wind.

Vehicular/Pedestrian Traffic - At minimum, one terrain vehicle and/or one person shall travel throughout the entire disposal area at least once per hour from dawn to dusk.

Upon the exercise of Option Item "Bird Nesting Prevention Measures", the Contractor shall begin work within 24 hours. Specific nest prevention measures used during the work shall be monitored for effectiveness and may require adjustment and/or modification. All equipment/supplies used for nest prevention shall be removed from the work site upon the completion of work and as directed by the Contracting Officer.

3.2.5 Discovery of Bird Nests at the Work Site

If bird nests are discovered at the work site, immediate notification shall be made in accordance with paragraph entitled "Reporting". The Contractor shall immediately mark the perimeter or boundary of the bird nesting area with flagging on stakes 3-feet above the ground surface and no closer than 3 feet from the nearest nest. The Contractor shall then immediately avoid the marked area and implement safe work distances from the nest(s) as specified in paragraph entitled "No Work Distances", place flagging to create exclusion zone(s) around the nest(s), and advise all equipment operators of the bird nest(s) and exclusion zone(s).

3.3 MINIMUM PRODUCTION RATE REQUIREMENTS

a. The following charts show the minimum production rates the dredge must perform at as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances".

BAYOU LAFOURCHE MINIMUM PRODUCTION RATE TABLE #1

$(4w+16s)/27 \leq$ cross-sectional quantity $< (6.5w+42.25s)/27$

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr)
27	No	1980
30 or greater	No	2570
30 or greater	Yes	2900

BAYOU LAFOURCHE MINIMUM PRODUCTION RATE TABLE #2

Cross-sectional quantity $\geq (6.5w+42.25s)/27$

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr)
27	No	2580

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr)
30 or greater	No	3360
30 or greater	Yes	3800

b. If a dredge's submerged pump becomes inoperable and the Contractor elects to continue dredging, then the Contractor will be allowed to operate without the submerged pump provided the specifications have a bid lot for that size dredge without a submerged pump and provided the dredge meets the minimum production rate shown on the chart above and as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". For a dredge with an inoperable submerged pump, the new unit price per hour for "Bayou Lafourche Dredging" and "Bayou Lafourche Option Dredging" shall be computed as follows:

New Unit Price Per Hour =

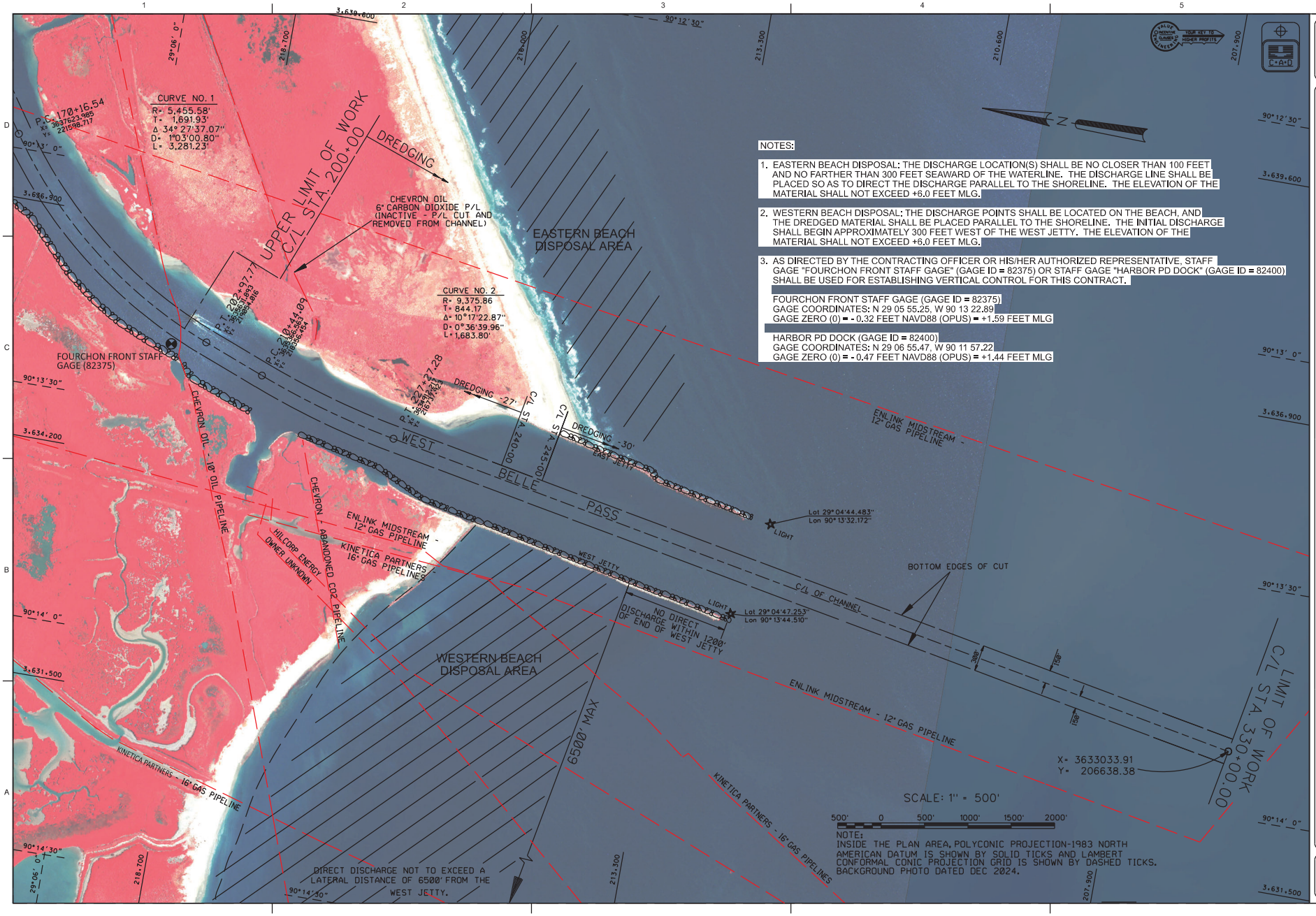
$$\frac{\text{(Original Base Item Estimated Quantity)} \times \text{(Original Base Item Unit Price)}}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for the Same Size Dredge Without a Submerged Pump}}$$

The remaining hours, if any, on the Basic Payment Items will be prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remain unchanged.

3.4 HORIZONTAL AND VERTICAL CONTROL POINTS

Horizontal and vertical control points are shown on the plate attached at the end of this section.

-- End of Section --



NOTES:

1. EASTERN BEACH DISPOSAL: THE DISCHARGE LOCATION(S) SHALL BE NO CLOSER THAN 100 FEET AND NO FARTHER THAN 300 FEET SEAWARD OF THE WATERLINE. THE DISCHARGE LINE SHALL BE PLACED SO AS TO DIRECT THE DISCHARGE PARALLEL TO THE SHORELINE. THE ELEVATION OF THE MATERIAL SHALL NOT EXCEED +6.0 FEET MLG.

2. WESTERN BEACH DISPOSAL: THE DISCHARGE POINTS SHALL BE LOCATED ON THE BEACH, AND THE DREDGED MATERIAL SHALL BE PLACED PARALLEL TO THE SHORELINE. THE INITIAL DISCHARGE SHALL BEGIN APPROXIMATELY 300 FEET WEST OF THE WEST JETTY. THE ELEVATION OF THE MATERIAL SHALL NOT EXCEED +6.0 FEET MLG.

3. AS DIRECTED BY THE CONTRACTING OFFICER OR HIS/HER AUTHORIZED REPRESENTATIVE, STAFF GAGE "FOURCHON FRONT STAFF GAGE" (GAGE ID = 82375) OR STAFF GAGE "HARBOR PD DOCK" (GAGE ID = 82400) SHALL BE USED FOR ESTABLISHING VERTICAL CONTROL FOR THIS CONTRACT.

   FOURCHON FRONT STAFF GAGE (GAGE ID = 82375)
   GAGE COORDINATES: N 29 05 55.25, W 90 13 22.89
   GAGE ZERO (0) = - 0.32 FEET NAVD88 (OPUS) = +1.59 FEET MLG

   HARBOR PD DOCK (GAGE ID = 82400)
   GAGE COORDINATES: N 29 06 55.47, W 90 11 57.22
   GAGE ZERO (0) = - 0.47 FEET NAVD88 (OPUS) = +1.44 FEET MLG

US Army Corps of Engineers
NEW ORLEANS DISTRICT

BAYOU LAFOURCHE NAVIGATION CHANNEL MAINTENANCE DREDGING
C/L STA. 200+00 to C/L STA. 330+00 NON-CONTINUOUS
LAFOURCHE PARISH, LA

PLATE 1

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DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

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Baptiste Collette Bar Channel Maintenance Dredging Plates

-- End of Section Table of Contents --

SECTION 35 20 23.23 16

HYDRAULIC DREDGING - BAPTISTE COLLETTE BAR CHANNEL DREDGING REGION

PART 1 GENERAL

1.1 SCOPE

This section details specific requirements, which are in addition to the general requirements set forth in the specifications, for the Baptiste Collette Bar Channel Dredging Region. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for dredging in the specified dredging region, except for those measures set forth in other technical portions of the specifications.

1.2 MEASUREMENT AND PAYMENT

All costs for the work covered under this section shall be included in the contract unit price per hour in the "Baptiste Collette Dredging" and "Baptiste Collette Option Dredging" items on the bidding schedule except for "Preparatory Work For Baptiste Collette Dredging Region" and Option Item "Bird Nesting Prevention Measures".

1.2.1 Base Item: Preparatory Work For Baptiste Collette Dredging Region

All costs associated with the towing of the dredge and attendant plant from the Barataria Bay Waterway Bar Channel Dredging Region to the Baptiste Collette Bar Channel Dredging Region, starting from the time material stops flowing out of the discharge pipeline at the Barataria Bay Waterway Bar Channel, and all costs associated with the mobilization of any dredge plant required for the Baptiste Collette Bar Channel Dredging Region that is in excess of what was required at the Barataria Bay Waterway Bar Channel Dredging Region shall be included in the contract job price in the "Preparatory Work For Baptiste Collette Dredging Region" item on the bidding schedule. Once dredging operations are complete in Baptiste Collette, all costs associated with the final demobilization of the Contractor's plant and equipment shall be included in the contract job price in the "Mobilization and Demobilization" item on the bidding schedule.

1.2.2 Option Item: Bird Nesting Prevention Measures

All costs associated with bird nesting prevention measures shall be included in the contract unit price per day in the "Bird Nesting Prevention Measures" option item on the bidding schedule. Pay time for this option item will be measured by the day. A day of performing the bird nesting prevention measures is defined as beginning at 0000 hours and ending at 2400 hours. Portions of a day when the nest prevention measures are required will be considered as a full day. Nest prevention measures shall be performed as described in the paragraph entitled "Bird Nesting Prevention Measures". Price and payment shall constitute full compensation for furnishing all equipment, labor, materials, supplies, supervision, removal of nest prevention measures, and all operations incidental thereto.

1.2.3 Non-Standard Dredging Conditions

The following conditions will be considered non-standard:

a. Those conditions described in Section 35 20 23.23, paragraph entitled "Dredging in Non-Standard Reaches and Conditions".

b. Any locations within Baptiste Collette Bar Channel where the dredging template from station 270+00 to 330+00 yields less than a 150 foot swing width, and where the dredging template from station 330+00 to 590+00 yields less than a 250 foot swing width will be considered non-standard.

1.2.4 Airboat

Upon request by the Contracting Officer or his/her authorized representative, the Contractor shall supply an airboat to the Government's inspectors and agents. When the Contracting Officer or his/her authorized representative requests an airboat for a specified date and/or time, the Contractor shall have the airboat at the dredge ready for use. The Contracting Officer or his/her authorized representative may request the airboat for either consecutive or non-consecutive day periods.

1.3 EXISTING STRUCTURES OR UTILITIES

The structures or utilities listed below are known to be located within the dredging region.

Structure or Utility	Owner Information	Approximate C/L Station	Elevation (feet MLG)
16-inch Pipeline	Third Coast Midstream Mr. Allen Moreau 1501 McKinney St., Ste 800 Houston, TX 77010 Office: 601-550-0208 Cell: 504-377-4682 amoreau@third-coast.com	296+97	-22.0
(2) 6-inch Pipelines (2) 4-inch Pipelines	Lobo Operating, Inc. (Torrent Oil) Mr. Brian Daigle 1819 West Pinhook Road, Suite 249 Lafayette, LA 70508 Cell: 985-249-1771 (call first) Office: 337-314-0700 brian.daigle@torrentoil.com	300+57	-37.0

Structure or Utility	Owner Information	Approximate C/L Station	Elevation (feet MLG)
26-inch Pipeline	Third Coast Midstream (see above)	355+76	-24.0
12-inch Pipeline	Third Coast Midstream (see above)	373+67	-24.0
2 3/8-inch pipeline	Occidental Petroleum (previously Anadarko Petroleum) 1201 Lake Robbins Dr. The Woodlands, TX 77380 1-800-800-1101	parallel to channel on east bank	unknown
20-inch Delta Loop Oil Pipeline	Shell Pipeline Company Mr. Kelly Angelette 5317 Bayou Black Dr. Gibson, LA 70356 Main: 985-858-2600 Office: 985-858-2570 Cell: 985-688-7446 kelly.angelette@shell.com	543+53.57	-26.9

1.4 AERIAL PHOTOGRAPHY DOCUMENTATION

The Contractor shall provide aerial photography documentation of the worksite and construction activities during the contract duration. At a minimum, the proposed disposal areas shall be flown two (2) times; namely: prior to initiation of dredging and upon completion of disposal activities. During the flights, the significant features of work (dredge plant, proposed disposal areas, discharge site, working equipment, etc.) shall be captured. In general, sufficient images shall be taken to thoroughly cover the project. All images must be sharp, clear, relevant and available in full JPEG format. The Contractor shall document/monitor all construction activities, before and after construction using aerial photography at oblique angles. The deliverables shall be still photos that cover the extent of the contract operations. All photographs provided shall be labeled with the following: contract number, date of photography, and photographic company name. Photographer shall have a minimum of 3 years' experience. The Government is granted unlimited use of all images without further costs. The Contractor shall electronically submit a PDF format review package to the respective area office personnel and to Mr. Jeff Corbino at Jeffrey.M.Corbino@usace.army.mil. Once the Contractor receives approval from the respective area office personnel, the Contractor shall submit the JPEG images into RMS. This submittal and review process shall be done immediately after the initial images are taken prior to dredging and immediately after the final images are taken upon completion of disposal activities.

PART 2 PRODUCTS

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

2.1 AIRBOAT

The Contractor shall provide an airboat, fully operational, with operator and fuel. The airboat shall be capable of transporting three passengers and shall be equipped with noise protection for the passengers.

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Dredging Region

3.1.1.1 Baptiste Collette Bar Channel

a. The authorized dimensions for Baptiste Collette Bar Channel are -17.5 feet Mean Lower Low Water (MLLW) by 150 feet bottom width from Station 270+00 to 320+00, with a transition to -19.5 feet MLLW by 250 feet from Station 320+00 to 330+00, and -19.5 feet MLLW by 250 feet from Station 330+00 to 590+00. The Administrative Contracting Officer may issue dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template to be dredged by the Contractor. The dredging template will include the swing width, the side slope, and the specified elevation. The specified elevation in the dredging assignment will not exceed 2 feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government.

b. Disposal of dredged material will be at the Government's direction. Approved disposal sites are listed below and shown on the Baptiste Collette Bar Channel Maintenance Dredging Plates.

(1) Wetland Creation Site/Disposal Area "A": Material dredged between approximate C/L Stations 270+00 and 420+00 shall be placed unconfined in Disposal Area "A". Dredged material shall be placed between the jetties and existing marsh and stacked to a height not to exceed the west jetty (+1.0 feet MLLW). This height may be field adjusted depending on observed local tidal elevations during disposal operations. Access to this disposal area shall be across the existing jetties and/or via Breton Sound. The Contractor shall take precautions when performing disposal operations, in order to prevent damage to the existing rock jetties and existing wetlands. At no time shall dredge effluent material be allowed to exceed one foot in height over existing vegetated wetlands.

(2) Plover Island, Y'atty Jane Island, and Gunn Island: Material dredged between approximate C/L Stations 420+00 and 590+00 shall be placed on Plover Island, Y'atty Jane Island, and/or Gunn Island, as directed by the Government and dependent on bird nesting activity at the time of dredging. Single Point Discharge (SPD) locations shown on the plate are approximate and may be adjusted by the Government depending on site conditions. Dredged material may be placed on existing islands, to include vegetated areas as a means to control overgrowth, or in open waters adjacent to the islands provided elevation targets and distance-offsets between islands are maintained. The elevation of the dredged material placed on the bird islands shall not exceed +6.5 feet MLLW. The Contractor shall maintain at all times a minimum distance of 1,000

feet at elevation -1.0 feet MLLW between Gunn Island and Y'atty Jane Island, and between Plover Island and Y'atty Jane Island.

3.1.2 Dredge Discharge Pipeline

The Contractor shall provide 15,000 feet of serviceable floating, submerged, or shore pipeline and all associated equipment as directed by the Government. See Section 35 20 23.23, paragraph entitled "Dredge Discharge Pipeline", for additional information regarding pipeline requirements.

3.1.3 Before and After Disposal Surveys

a. Before and after disposal surveys shall be taken at the Government's direction at each disposal site. Soundings and/or rod readings shall be recorded to the nearest tenth of a foot and the distance between soundings and/or rod readings shall not exceed 50 feet. The surveys shall extend to adequately cover the area impacted by dredged material placement.

b. Disposal Area "A", Plover Island, Y'atty Jane Island, and Gunn Island: The Contractor shall take a minimum of three disposal cross sections normal to the channel centerline and three disposal cross sections parallel to the channel centerline. These cross sections shall be taken prior to and following placement of dredged material. Intervals and locations will be determined by the Contracting Officer's Representative.

c. All surveys shall be tied/referenced to the centerline of the channel. All notes resulting from these surveys shall be presented to the Contracting Officer's Representative. The before and after disposal surveys shall be furnished to the Government in CAD and PDF formats including plan and section views. Survey data shall also be provided in ASCII XYZ format (easting, northing, elevation). All survey data shall be referenced to NAD83, State Plane Coordinates, LA South 1702 horizontally and NAVD88 vertically. All disposal surveys shall be submitted and accepted before final payment is made to the Contractor. In addition, the before and after disposal surveys shall be submitted to Mr. Jeff Corbino electronically at Jeffrey.M.Corbino@usace.army.mil.

3.1.4 Preliminary Field Surveys

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Preliminary Field Surveys", controlled cross sections of the channel 500 feet in width or water's edge to water's edge, whichever one comes first, shall be taken at locations and intervals designated by the Contracting Officer's Representative.

3.1.5 Before and After Dredging Cross-Sections

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Before and After Dredging Cross Sections", the before and after dredging cross-sections of the channel shall be taken at approximately 200-foot intervals along the channel, as well as at all utility crossings and at all P.C.'s, P.T.'s, P.I.'s, and P.O.T's. Depth soundings shall be made with the hydrographic surveying system and the recorded sounding density shall be one sounding for every five feet. The graphical chart layout must represent a scaled plan view of the survey area with the recorded

five-foot interval depth soundings (0.1 ft. resolution) plotted at their x,y positions. The actual location of each sounding taken on each before dredging cross section range shall be provided in the form of a printout tabulation giving the actual distance of the soundings from the centerline (on an azimuth normal to the centerline of the cut).

3.1.6 Survey Data

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Survey Data", the Contractor shall promptly plot the channel cross sections on a scale of 1 inch = 200 feet horizontal and 1 inch = 5 feet vertical.

3.2 NESTING BIRDS

3.2.1 General

Coastal birds (small-sized birds such as terns, skimmers, and gulls), wading birds (medium-sized birds such as ibis, egrets, and herons), seabirds (large-sized birds such as pelicans), and raptors (large-sized birds such as eagles) are known to nest throughout south Louisiana and may be present in the project area. Nesting birds and their nests are protected by the Migratory Bird Treaty Act (MBTA) and must not be disturbed or destroyed.

Protection within the project area shall be accomplished by the following: disturbance to deter nesting activity of coastal birds and wading birds prior to nesting; avoidance of active coastal bird, wading bird and pelican nesting areas; and avoidance of known eagle nests. Nesting generally occurs between 15 February through 15 September for coastal birds, wading birds, and pelicans; and from October to May for eagles. Nest prevention and/or avoidance measures shall be required if nesting activity is observed during these times by the Contractor and verified by the Government.

Coastal bird nesting activity is identifiable by large congregations of birds (often 100 or more) in barren or sparsely vegetated sandy areas. During the breeding season, coastal birds may be aggressive with workers, make persistent alert calls when workers are present, and feign injury to divert attention away from nests. These indicators of breeding activity shall be brought to the attention of the Government upon discovery to determine if nest prevention measures or avoidance measures are required.

Wading bird and seabird nesting activity is identifiable by the congregation of birds (often 20 or more) in woody vegetation, mangroves, or tree groves. Breeding wading birds and pelicans may have elaborate feather patterns and/or colorful feathers. Groupings of solitary wading birds that are typically intolerant of each other is another sign of breeding activity. These indicators of breeding activity shall be brought to the attention of the Government upon discovery to determine if nest prevention or avoidance measures are required. Any annually used rookeries known to wildlife biologists, if located in the project area, are noted on the plate(s).

Eagle nests established by breeding pairs are largely known to wildlife biologists. Any known nests in the project area are noted on the plate(s). The presence of eagles on and near these nesting sites should be reported to the Government and avoidance measures shall be implemented upon discovery.

Dredging activity during this period may be subject to additional requirements as stated below and/or on project plates.

3.2.2 Implementation and Reporting

a. In addition to the requirements in Section 01 57 20.00 10, paragraph entitled "Implementation and Reporting", the Contractor shall also submit the Bird Nesting Prevention Plan. See the paragraph of this section entitled "Bird Nesting Prevention Measures".

b. The presence of coastal birds, wading birds, pelicans, and/or eagles exhibiting breeding behavior (as described in paragraph entitled "General") within the minimum distances from the work area (as specified in paragraph entitled "No Work Distances") shall be immediately reported to the Administrative Contracting Officer and to Jeff Corbino of the U.S. Army Corps of Engineers at (504) 862-1958.

3.2.3 No Work Distances

No-work distance restrictions are as follows:

Coastal birds (terns, skimmers, and gulls) - 650 feet;
Wading birds (ibis, egrets, and herons) - 1000 feet;
Pelicans - 2000 feet; and
Eagles - 660 feet

Coordination by the New Orleans District personnel with the U.S. Fish and Wildlife Service may result in a reduction or relaxing of these no-work distances depending on the species of birds found nesting at the work site and specific site conditions.

3.2.4 Bird Nesting Prevention Measures

The Contractor shall prepare and submit, for approval, a plan detailing the efforts that will be undertaken to prevent birds from nesting within the minimum distances, as specified in the paragraph entitled "No Work Distances", from any work activity. This plan shall be submitted electronically to the Administrative Contracting Officer, the Contracting Officer's Representative, and to Mr. Jeff Corbino at Jeffrey.M.Corbino@usace.army.mil.

Nest prevention measures shall be intended to deter birds from nesting on the disposal area(s) and access corridor(s) without physically harming birds during the nesting activity period. Nest prevention measures may be used in combination and/or adjusted to be most effective. The use of any harassment measures shall be in accordance with EM 385-1-1. At minimum, nest prevention measures shall include the following:

Flagging/Streamers - Flagging and/or streamers at least two feet in length and which consist of reflective plastic/mylar type material shall be attached to the top of stakes at least three feet in height. The stakes shall be driven into the ground at approximately 20-foot intervals. Flagging and/or streamers shall be placed such that the flags/streamers move in a light wind.

Vehicular/Pedestrian Traffic - At minimum, one terrain vehicle and/or one person shall travel throughout the entire disposal area at least once per hour from dawn to dusk.

Upon the exercise of Option Item "Bird Nesting Prevention Measures", the Contractor shall begin work within 24 hours. Specific nest prevention measures used during the work shall be monitored for effectiveness and may require adjustment and/or modification. All equipment/supplies used for nest prevention shall be removed from the work site upon the completion of work and as directed by the Contracting Officer.

3.2.5 Discovery of Bird Nests at the Work Site

If bird nests are discovered at the work site, immediate notification shall be made in accordance with paragraph entitled "Reporting". The Contractor shall immediately mark the perimeter or boundary of the bird nesting area with flagging on stakes 3-feet above the ground surface and no closer than 3 feet from the nearest nest. The Contractor shall then immediately avoid the marked area and implement safe work distances from the nest(s) as specified in paragraph entitled "No Work Distances", place flagging to create exclusion zone(s) around the nest(s), and advise all equipment operators of the bird nest(s) and exclusion zone(s).

3.3 MINIMUM PRODUCTION RATE REQUIREMENTS

a. The following charts show the minimum production rates the dredge must perform at as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances".

BAPTISTE COLLETTE MINIMUM PRODUCTION RATE TABLE #1
$(4w+16s)/27 \leq$ cross-sectional quantity $< (6.5w+42.25s)/27$

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr)
27	No	2000
30 or greater	No	2625
30 or greater	Yes	3280

BAPTISTE COLLETTE MINIMUM PRODUCTION RATE TABLE #2
Cross-sectional quantity $\geq (6.5w+42.25s)/27$

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr)
27	No	2500
30 or greater	No	3280
30 or greater	Yes	4100

b. If a dredge's submerged pump becomes inoperable and the Contractor elects to continue dredging, then the Contractor will be allowed to operate without the submerged pump provided the specifications have a bid

lot for that size dredge without a submerged pump and provided the dredge meets the minimum production rate shown on the chart above and as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". For a dredge with an inoperable submerged pump, the new unit price per hour for "Baptiste Collette Dredging" and "Baptiste Collette Option Dredging" shall be computed as follows:

New Unit Price Per Hour =

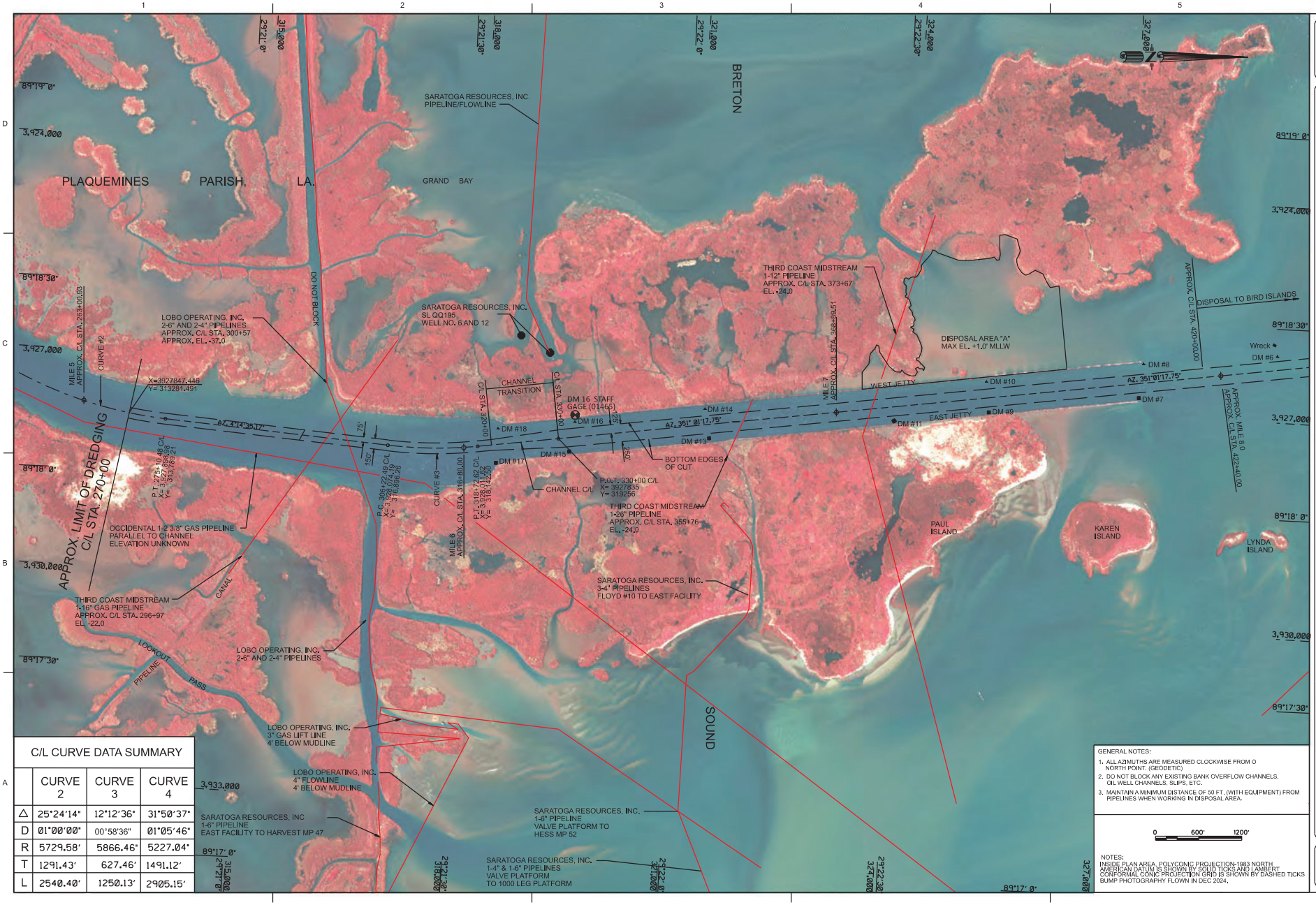
$$\frac{\text{(Original Base Item Estimated Quantity)x(Original Base Item Unit Price)}}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for the Same Size Dredge Without a Submerged Pump}}$$

The remaining hours, if any, on the Basic Payment Items will be prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remain unchanged.

3.4 HORIZONTAL AND VERTICAL CONTROL POINTS

Horizontal and vertical control points are shown on the plates attached at the end of this section.

-- End of Section --



C/L CURVE DATA SUMMARY			
	CURVE 2	CURVE 3	CURVE 4
Δ	25°24'14"	12°12'36"	31°50'37"
D	01°00'00"	00°58'36"	01°05'46"
R	5729.58'	5866.46'	5227.04'
T	1291.43'	627.46'	1491.12'
L	2540.40'	1250.13'	2905.15'

GENERAL NOTES:

1. ALL AZIMUTHS ARE MEASURED CLOCKWISE FROM O NORTH POINT. (GEODETIC)
2. DO NOT BLOCK ANY EXISTING BANK OVERFLOW CHANNELS, OIL WELL CHANNELS, SLIPS, ETC.
3. MAINTAIN A MINIMUM DISTANCE OF 50 FT. (WITH EQUIPMENT) FROM PIPELINES WHEN WORKING IN DISPOSAL AREA.

0 600' 1200'

NOTES:
INSIDE PLAN AREA, POLYCONIC PROJECTION-1983 NORTH AMERICAN DATUM IS SHOWN BY SOLID TICKS AND LAMBERT CONFORMAL CONIC PROJECTION GRID IS SHOWN BY DASHED TICKS BUMP PHOTOGRAPHY FLOWN IN DEC 2024.

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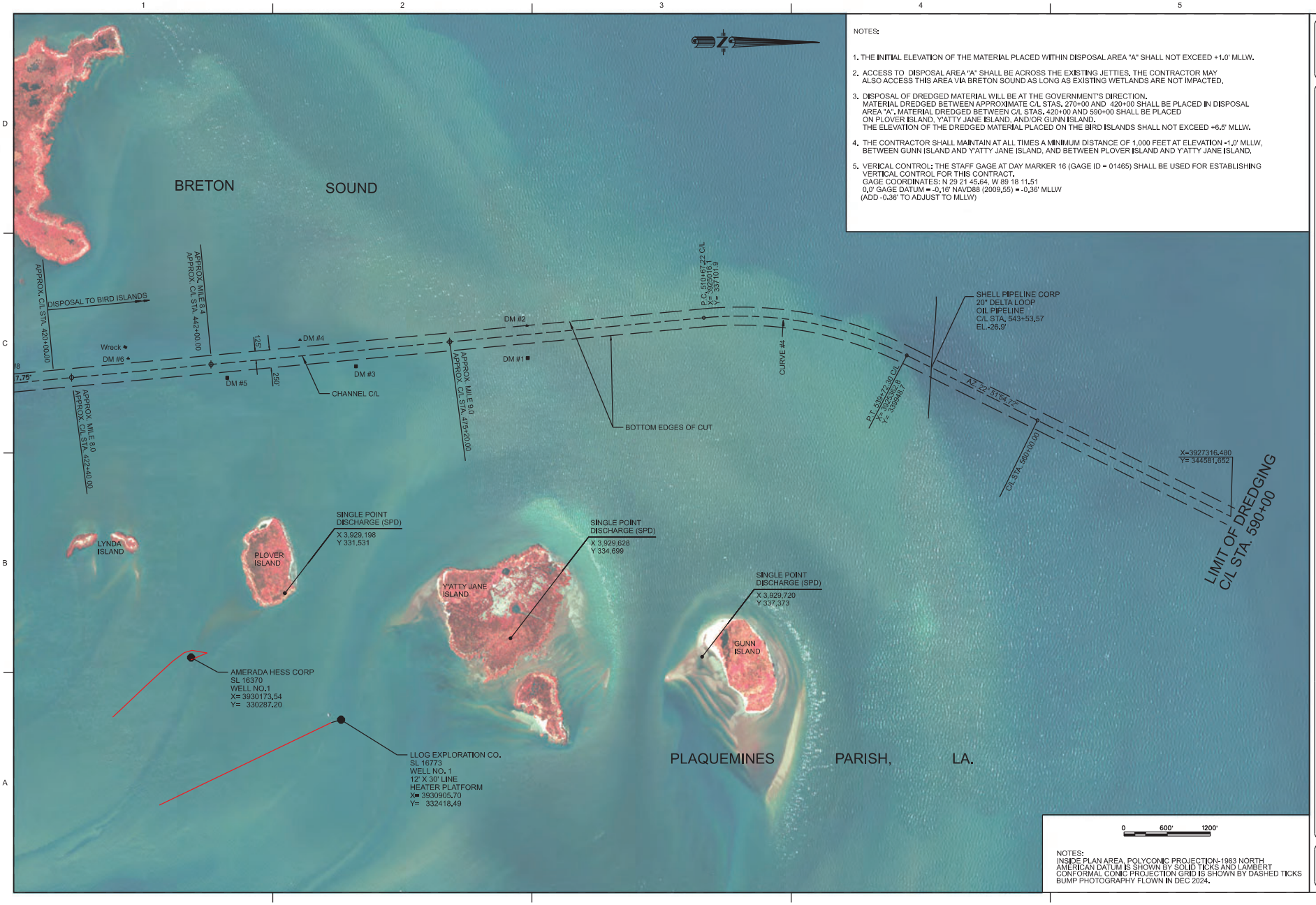
NEW ORLEANS DISTRICT

BAPTISTE COLLETTE BAR CHANNEL MAINTENANCE DREDGING
C/L STA. 270+00 TO C/L STA. 590+00 NON-CONTINUOUS PLAN
PLAQUEMINES PARISH, LA

PLATE 1

NOTES:

1. THE INITIAL ELEVATION OF THE MATERIAL PLACED WITHIN DISPOSAL AREA "A" SHALL NOT EXCEED +1.0' MLLW.
2. ACCESS TO DISPOSAL AREA "A" SHALL BE ACROSS THE EXISTING JETTIES. THE CONTRACTOR MAY ALSO ACCESS THIS AREA VIA BRETON SOUND AS LONG AS EXISTING WETLANDS ARE NOT IMPACTED.
3. DISPOSAL OF DREDGED MATERIAL WILL BE AT THE GOVERNMENT'S DIRECTION. MATERIAL DREDGED BETWEEN APPROXIMATE C/L STAS. 270+00 AND 420+00 SHALL BE PLACED IN DISPOSAL AREA "A". MATERIAL DREDGED BETWEEN C/L STAS. 420+00 AND 590+00 SHALL BE PLACED ON PLOVER ISLAND, Y'ATTY JANE ISLAND, AND/OR GUNN ISLAND. THE ELEVATION OF THE DREDGED MATERIAL PLACED ON THE BIRD ISLANDS SHALL NOT EXCEED +6.5' MLLW.
4. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES A MINIMUM DISTANCE OF 1,000 FEET AT ELEVATION -1.0' MLLW, BETWEEN GUNN ISLAND AND Y'ATTY JANE ISLAND, AND BETWEEN PLOVER ISLAND AND Y'ATTY JANE ISLAND.
5. VERICAL CONTROL: THE STAFF GAGE AT DAY MARKER 16 (GAGE ID = 01465) SHALL BE USED FOR ESTABLISHING VERTICAL CONTROL FOR THIS CONTRACT.
   GAGE COORDINATES: N 29 21 45.64, W 89 18 11.51
   0.0' GAGE DATUM = -0.16' NAVD88 (2009.55) = -0.36' MLLW
   (ADD -0.36' TO ADJUST TO MLLW)



0 600' 1200'

NOTES:
INSIDE PLAN AREA, POLYCONIC PROJECTION-1983 NORTH AMERICAN DATUM IS SHOWN BY SOLID TICKS AND LAMBERT CONFORMAL CONIC PROJECTION GRID IS SHOWN BY DASHED TICKS BUMP PHOTOGRAPHY FLOWN IN DEC 2024.

US Army Corps of Engineers®
NEW ORLEANS DISTRICT

BAPTISTE COLLETTE BAR CHANNEL MAINTENANCE DREDGING
C/L STA. 270+00 TO C/L STA. 590+00 NON-CONTINUOUS PLAN
PLAQUEMINES PARISH, LA

PLATE 2

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DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 20 23.23 18

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1.2 MEASUREMENT AND PAYMENT
1.2.1 Base Item: Preparatory Work For Houma Navigation Canal Dredging Region
1.2.2 Non-Standard Dredging Conditions
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3.1.1 Dredging Region
3.1.1.1 Houma Navigation Canal
3.1.2 Dredge Discharge Pipeline
3.1.3 Before and After Disposal Surveys
3.1.4 Preliminary Field Surveys
3.1.5 Before and After Dredging Cross Sections
3.1.6 Survey Data
3.2 MINIMUM PRODUCTION RATE REQUIREMENTS
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ATTACHMENTS:

Houma Navigation Canal, Terrebonne Bay Maintenance Dredging Plates

-- End of Section Table of Contents --

SECTION 35 20 23.23 18

HYDRAULIC DREDGING - HOUMA NAVIGATION CANAL DREDGING REGION

PART 1 GENERAL

1.1 SCOPE

This section details specific requirements, which are in addition to the general requirements set forth in the specifications, for the Houma Navigation Canal Dredging Region. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for dredging in the specified dredging region, except for those measures set forth in other technical portions of the specifications.

1.2 MEASUREMENT AND PAYMENT

All costs for the work covered under this section shall be included in the contract unit price per hour in the "Houma Dredging" and "Houma Option Dredging" items on the bidding schedule except for "Preparatory Work For Houma Navigation Canal Dredging Region".

1.2.1 Base Item: Preparatory Work For Houma Navigation Canal Dredging Region

All costs associated with the towing of the dredge and attendant plant from the Algiers, IHNC, and Harvey Lock Forebays Dredging Region to the Houma Navigation Canal Dredging Region, starting from the time material stops flowing out of the discharge pipeline at the Algiers, IHNC, and Harvey Lock Forebays Dredging Region, and all costs associated with the mobilization of any dredge plant required for the Houma Navigation Canal Dredging Region that is in excess of what was required at the Algiers, IHNC, and Harvey Lock Forebays Dredging Region shall be included in the contract job price in the "Preparatory Work For Houma Navigation Canal Dredging Region" item on the bidding schedule. Once dredging operations are complete in the Houma Navigation Canal, all costs associated with the demobilization of any dredge plant not required for use in the Bayou Lafourche Dredging Region shall also be included in the contract job price in the "Preparatory Work For Houma Navigation Canal Dredging Region" item on the bidding schedule.

1.2.2 Non-Standard Dredging Conditions

The following conditions will be considered non-standard:

a. Those conditions described in Section 35 20 23.23, paragraph entitled "Dredging in Non-Standard Reaches and Conditions".

b. Any locations within Houma Navigation Canal where the dredging template yields less than a 150 foot swing width.

1.3 EXISTING STRUCTURES OR UTILITIES

The structures or utilities listed below are known to be located within

the dredging region.

Structure or Utility	Owner Information	Approximate C/L Station	Elevation (feet MLG)
2.5-inch Oil Pipeline 2.5-inch Gas Pipeline 3-inch Gas Pipeline	Chevron 100 Northpark Blvd Covington, LA 70433 Erin Englert 985-773-6554 (Office) erin.englert@chevron.com Ryan Rivault 985-714-1875 (Cell) 985-773-1754 (Office) ryan.rivault@chevron.com	1397+20	-23.0
8-inch Pipeline (abandoned in-place)	Talos Energy (Stone Energy) 333 Clay St. #3300 Houston, TX 77002 713-328-3000 Melissa Sassella 713-328-3017 (Office) 713-202-8948 (Cell) melissa.sassella@talosenergy.com Erin Harold 713-335-6952 (Office) 832-489-6449 (Cell) erin.harold@talosenergy.com	1494+99	-30.0
8-inch Pipeline 16-inch Pipeline 20-inch Pipeline	Hilcorp 1111 Travis St. Houston, TX 77002 Sean Barchie 713-289-2808 (Office) 713-516-5772 (Cell) sbarchie@hilcorp.com Chad Terrebonne 985-594-1306 cterrebonne@hilcorp.com	1614+84 1615+35 1615+87	-26.0 -26.0 -25.0

Structure or Utility	Owner Information	Approximate C/L Station	Elevation (feet MLG)
8-inch Pipeline 6-inch Proposed Pipeline	Texas Petroleum 101 La Rue France Suite 406 Lafayette, LA 70508 Chris Sanfilippo 337-232-1702 (Office) 337-577-8465 (Cell) csanfilippo@txpetinv.com	1930+42	-23.0

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Dredging Region

3.1.1.1 Houma Navigation Canal

a. The authorized dimensions for Houma Navigation Canal are -16 feet Mean Lower Low Water (MLLW) by 150 feet bottom width from approximate Mile 11.0 (Station 1368+50) to Mile 0.0 (Station 1952+27). The Administrative Contracting Officer may issue dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template to be dredged by the Contractor. The dredging template will include the swing width, the side slope, and the specified elevation. The specified elevation in the dredging assignment will not exceed 3 feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government. Dredging assignments will generally fall between approximate Mile 11.0 and Mile 0.0

b. Disposal of dredged material shall be at the Government's direction. Approved disposal sites are the single point discharge (SPD) location at Mile 7.9 and the open water disposal site approximately 1500 feet west of the channel centerline, as shown on the Houma Navigation Canal, Terrebonne Bay Maintenance Dredging Plates.

3.1.2 Dredge Discharge Pipeline

The Contractor shall provide 20,000 feet of serviceable floating or submerged pipeline and all associated equipment as directed by the Government. See Section 35 20 23.23, paragraph entitled "Dredge Discharge Pipeline", for additional information regarding pipeline requirements.

3.1.3 Before and After Disposal Surveys

Before and after disposal surveys shall be taken at the Government's direction at each discharge location. The "Before" discharge surveys shall be taken as close as possible to the start of discharge operations and shall cover the anticipated limits of disposal. The "After" discharge surveys shall be taken as soon as possible after discharge operations have ceased and shall adequately cover the entire limits of disposal. All surveys shall be tied/referenced to the centerline of the channel. All notes resulting from these surveys shall be presented to the Contracting

Officer's Representative. The before and after disposal surveys shall be furnished to the Government in CAD and PDF formats including plan and section views. Survey data shall also be provided in ASCII XYZ format (easting, northing, elevation). All survey data shall be referenced to NAD83, State Plane Coordinates, LA South 1702 horizontally and MLLW vertically. All disposal surveys shall be submitted and accepted before final payment is made to the Contractor. In addition, the before and after disposal surveys shall be submitted to Mr. Jeff Corbino electronically at Jeffrey.M.Corbino@usace.army.mil.

3.1.4 Preliminary Field Surveys

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Preliminary Field Surveys", controlled cross sections of the channel 500 feet in width or water's edge to water's edge, whichever one comes first, shall be taken at locations and intervals designated by the Contracting Officer's Representative.

3.1.5 Before and After Dredging Cross Sections

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Before and After Dredging Cross Sections", the before and after dredging cross sections of the channel shall be taken at approximately 200-foot intervals along the channel, as well as at all utility crossings and at all P.C.'s, P.T.'s, P.I.'s, and P.O.T.'s.

3.1.6 Survey Data

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Survey Data", the Contractor shall promptly plot the channel cross sections on a scale of 1 inch = 30 feet horizontal and 1 inch = 5 feet vertical.

3.2 MINIMUM PRODUCTION RATE REQUIREMENTS

a. The following charts show the minimum production rates the dredge must perform at as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances".

HOUMA NAVIGATION CANAL MINIMUM PRODUCTION RATE TABLE #1

$(4w+16s)/27 \leq$ cross-sectional quantity $< (6.5w+42.25s)/27$

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr)
27	No	1460
30 or greater	No	2099
30 or greater	Yes	2656

HOUMA NAVIGATION CANAL MINIMUM PRODUCTION RATE TABLE #2

Cross-sectional quantity $\geq$ (6.5w+42.25s)/27

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr)
27	No	1825
30 or greater	No	2624
30 or greater	Yes	3320

b. If a dredge's submerged pump becomes inoperable and the Contractor elects to continue dredging, then the Contractor will be allowed to operate without the submerged pump provided the specifications have a bid lot for that size dredge without a submerged pump and provided the dredge meets the minimum production rate shown on the chart above and as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". For a dredge with an inoperable submerged pump, the new unit price per hour for "Houma Dredging" and "Houma Option Dredging" shall be computed as follows:

New Unit Price Per Hour =

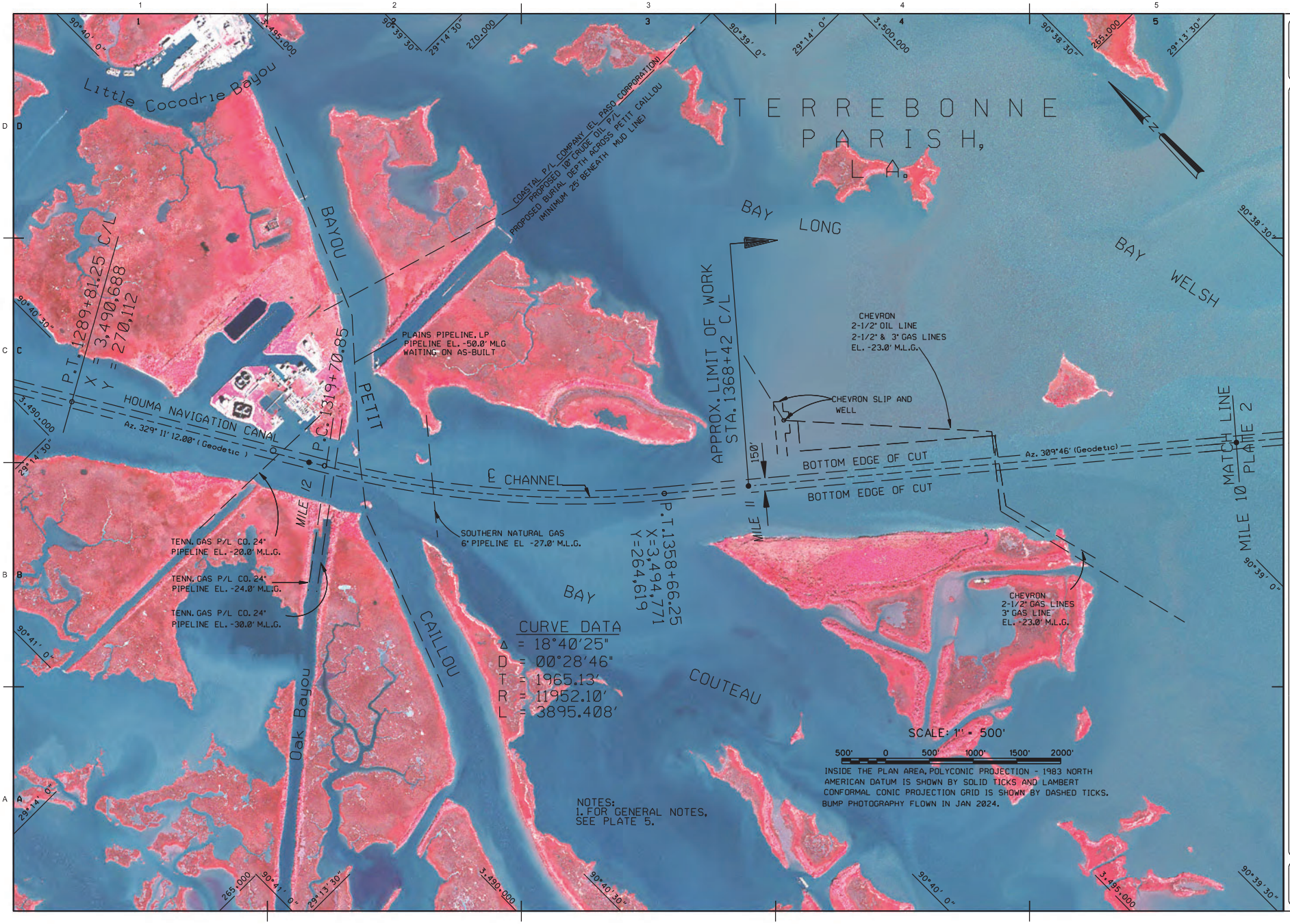
$$\frac{\text{(Original Base Item Estimated Quantity)x(Original Base Item Unit Price)}}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for the Same Size Dredge Without a Submerged Pump}}$$

The remaining hours, if any, on the Basic Payment Items will be prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remain unchanged.

3.3 HORIZONTAL AND VERTICAL CONTROL POINTS

Horizontal and vertical control points are shown on the plates attached at the end of this section.

-- End of Section --



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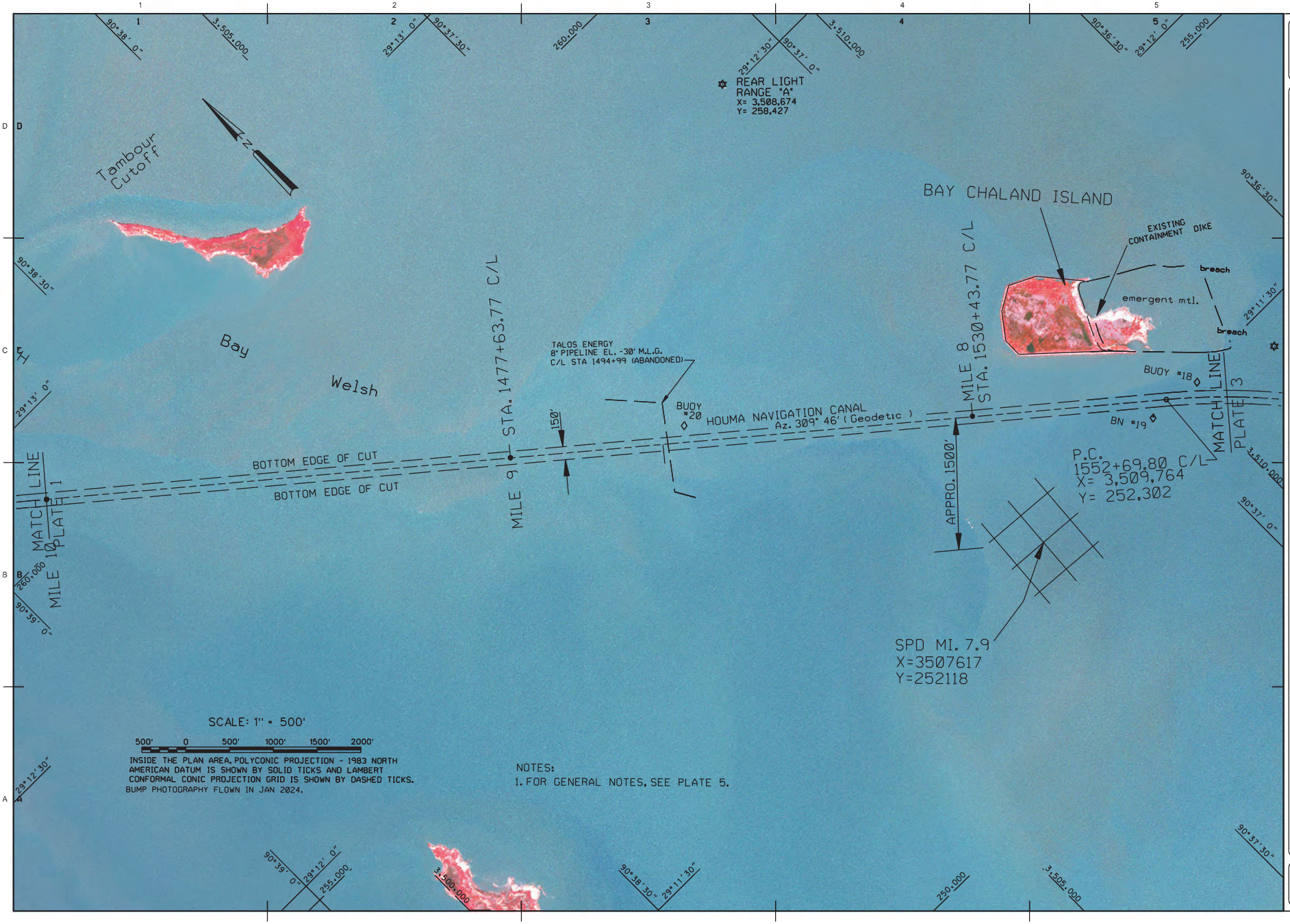
HOUMA NAVIGATION CANAL, TERREBONNE BAY MAINTENANCE DREDGING
C/L STA. 1368+42 (MILE 11.0) TO C/L STA. 1950+00 (MILE 0.0) NON-CONTINUOUS PLAN
TERREBONNE PARISH, LA

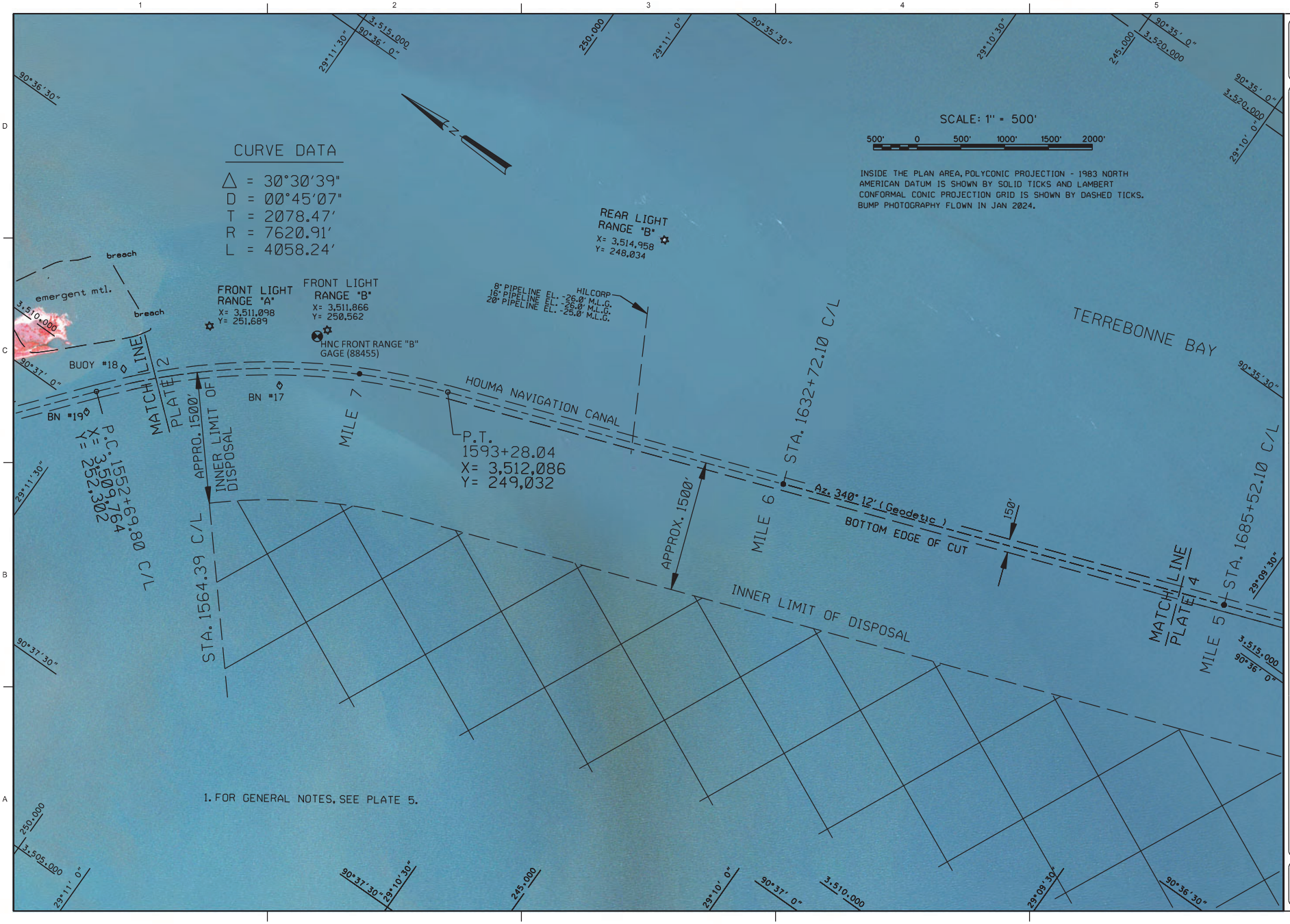
PLATE 1



US Army Corps of Engineers
NEW ORLEANS DISTRICT

HOUMA NAVIGATION CANAL, TERREBONNE BAY MAINTENANCE DREDGING
C/L STA. 1368+42 (MILE 11.0) TO C/L STA. 1950+00 (MILE 0.0) NON-CONTINUOUS PLAN
TERREBONNE PARISH, LA

PLATE 2



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HOUMA NAVIGATION CANAL, TERREBONNE BAY MAINTENANCE DREDGING
C/L STA. 1368+42 (MILE 11.0) TO C/L STA. 1950+00 (MILE 0.0) NON-CONTINUOUS PLAN
TERREBONNE PARISH, LA

PLATE 3

NOTES:

1. FOR GENERAL NOTES, SEE PLATE 5.

SCALE: 1" = 500'

500' 0 500' 1000' 1500' 2000'

INSIDE THE PLAN AREA, POLYCONIC PROJECTION - 1983 NORTH AMERICAN DATUM IS SHOWN BY SOLID TICKS AND LAMBERT CONFORMAL CONIC PROJECTION GRID IS SHOWN BY DASHED TICKS. BUMP PHOTOGRAPHY FLOWN IN JAN 2024.

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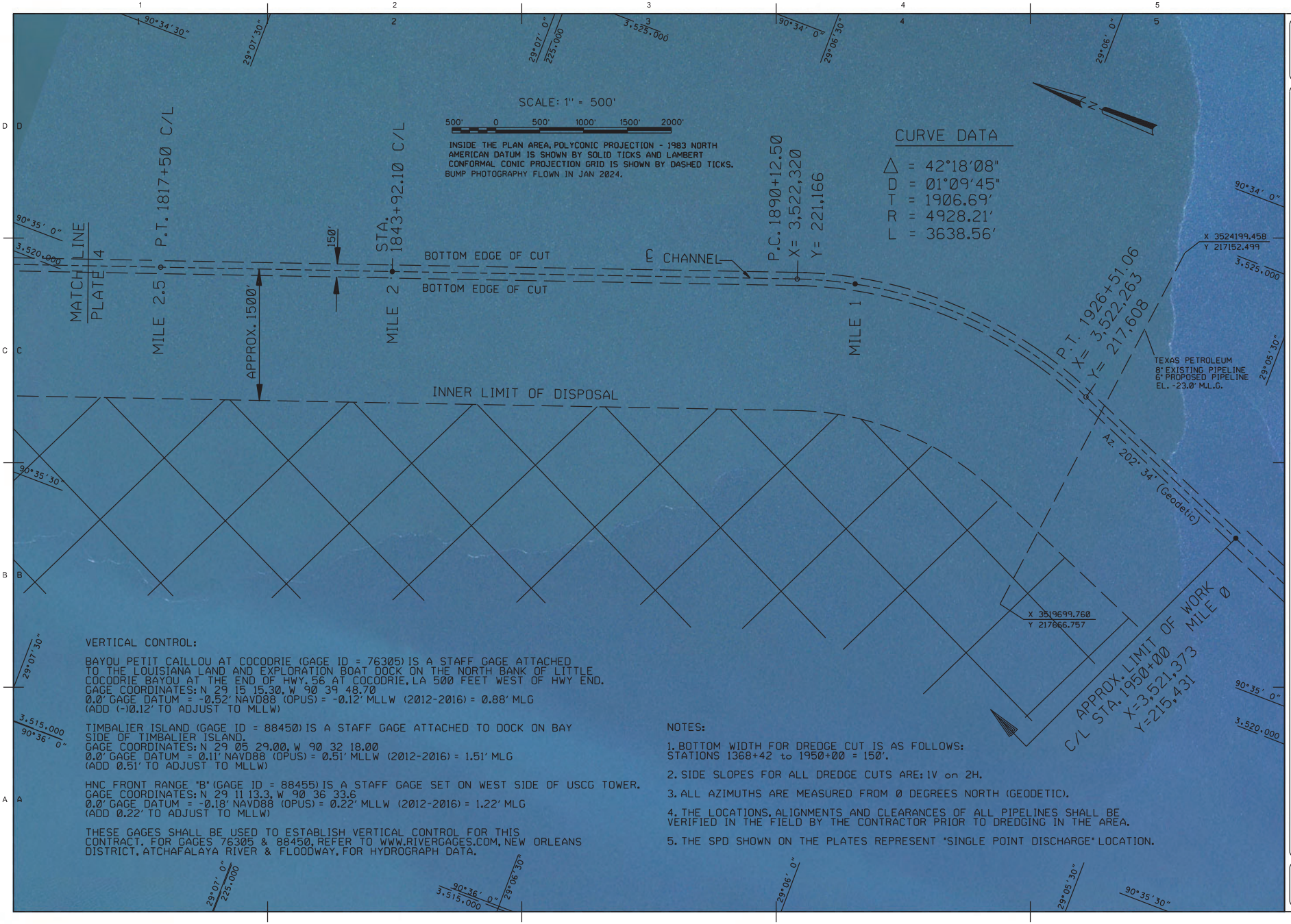
HOUMA NAVIGATION CANAL, TERREBONNE BAY MAINTENANCE DREDGING
C/L STA. 1368+42 (MILE 11.0) TO C/L STA. 1950+00 (MILE 0.0) NON-CONTINUOUS PLAN
TERREBONNE PARISH, LA

PLATE
4



VERTICAL CONTROL:

BAYOU PETIT CAILLOU AT COCODRIE (GAGE ID = 76305) IS A STAFF GAGE ATTACHED TO THE LOUISIANA LAND AND EXPLORATION BOAT DOCK ON THE NORTH BANK OF LITTLE COCODRIE BAYOU AT THE END OF HWY. 56 AT COCODRIE, LA 500 FEET WEST OF HWY END.
GAGE COORDINATES: N 29 15 15.30, W 90 39 48.70
0.0' GAGE DATUM = -0.52' NAVD88 (OPUS) = -0.12' MLLW (2012-2016) = 0.88' MLG
(ADD (-)0.12' TO ADJUST TO MLLW)

TIMBALIER ISLAND (GAGE ID = 88450) IS A STAFF GAGE ATTACHED TO DOCK ON BAY SIDE OF TIMBALIER ISLAND.
GAGE COORDINATES: N 29 05 29.00, W 90 32 18.00
0.0' GAGE DATUM = 0.11' NAVD88 (OPUS) = 0.51' MLLW (2012-2016) = 1.51' MLG
(ADD 0.51' TO ADJUST TO MLLW)

HNC FRONT RANGE "B" (GAGE ID = 88455) IS A STAFF GAGE SET ON WEST SIDE OF USCG TOWER.
GAGE COORDINATES: N 29 11 13.3, W 90 36 33.6
0.0' GAGE DATUM = -0.18' NAVD88 (OPUS) = 0.22' MLLW (2012-2016) = 1.22' MLG
(ADD 0.22' TO ADJUST TO MLLW)

THESE GAGES SHALL BE USED TO ESTABLISH VERTICAL CONTROL FOR THIS CONTRACT. FOR GAGES 76305 & 88450, REFER TO WWW.RIVERGAGES.COM, NEW ORLEANS DISTRICT, ATCHAFALAYA RIVER & FLOODWAY, FOR HYDROGRAPH DATA.

NOTES:

1. BOTTOM WIDTH FOR DREDGE CUT IS AS FOLLOWS: STATIONS 1368+42 to 1950+00 = 150'.
2. SIDE SLOPES FOR ALL DREDGE CUTS ARE: 1V on 2H.
3. ALL AZIMUTHS ARE MEASURED FROM 0 DEGREES NORTH (GEODETIC).
4. THE LOCATIONS, ALIGNMENTS AND CLEARANCES OF ALL PIPELINES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO DREDGING IN THE AREA.
5. THE SPD SHOWN ON THE PLATES REPRESENT "SINGLE POINT DISCHARGE" LOCATION.

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HOUMA NAVIGATION CANAL, TERREBONNE BAY MAINTENANCE DREDGING
C/L STA. 1368+42 (MILE 11.0) TO C/L STA. 1950+00 (MILE 0.0) NON-CONTINUOUS PLAN
TERREBONNE PARISH, LA

PLATE 5

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DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

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HYDRAULIC DREDGING - BARATARIA BAY WATERWAY BAR CHANNEL DREDGING REGION

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1.1 SCOPE
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1.2.1 Base Item: Preparatory Work For Barataria Bar Dredging Region
1.2.2 Option Item: Bird Nesting Prevention Measures
1.2.3 Non-Standard Dredging Conditions
1.3 EXISTING STRUCTURES OR UTILITIES
1.4 AERIAL PHOTOGRAPHY DOCUMENTATION

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3.1.2 Pipeline and Equipment Access
3.1.3 Dredge Discharge Pipeline
3.1.4 Before and After Disposal Surveys
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3.1.6 Before and After Dredging Cross Sections
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3.2 NESTING BIRDS
3.2.1 General
3.2.2 Implementation and Reporting
3.2.3 No Work Distances
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3.2.5 Discovery of Bird Nests at the Work Site
3.3 MINIMUM PRODUCTION RATE REQUIREMENTS
3.4 HORIZONTAL AND VERTICAL CONTROL POINTS

ATTACHMENTS:

Barataria Bay Waterway Bar Channel Maintenance Dredging Plates

-- End of Section Table of Contents --

SECTION 35 20 23.23 19

HYDRAULIC DREDGING - BARATARIA BAY WATERWAY BAR CHANNEL DREDGING REGION

PART 1 GENERAL

1.1 SCOPE

This section details specific requirements, which are in addition to the general requirements set forth in the specifications, for the Barataria Bay Waterway Bar Channel Dredging Region. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for dredging in the specified dredging region, except for those measures set forth in other technical portions of the specifications.

1.2 MEASUREMENT AND PAYMENT

All costs for the work covered under this section shall be included in the contract unit price per hour in the "Barataria Bar Dredging" and "Barataria Bar Option Dredging" items on the bidding schedule except for "Preparatory Work For Barataria Bar Dredging Region" and Option Item "Bird Nesting Prevention Measures".

1.2.1 Base Item: Preparatory Work For Barataria Bar Dredging Region

All costs associated with the towing of the dredge and attendant plant from the Bayou Lafourche Dredging Region to the Barataria Bay Waterway Bar Channel Dredging Region, starting from the time material stops flowing out of the discharge pipeline at Bayou Lafourche, and all costs associated with the mobilization of any dredge plant required for the Barataria Bay Waterway Bar Channel Dredging Region that is in excess of what was required at the Bayou Lafourche Dredging Region shall be included in the job price in the "Preparatory Work For Barataria Bar Dredging Region" item on the bidding schedule. Once dredging operations are complete in the Barataria Bar Channel, all costs associated with the demobilization of any dredge plant not required for use in the Baptiste Collette Bar Channel Dredging Region shall also be included in the job price in the "Preparatory Work For Barataria Bar Dredging Region" item on the bidding schedule.

1.2.2 Option Item: Bird Nesting Prevention Measures

All costs associated with bird nesting prevention measures shall be included in the contract unit price per day in the "Bird Nesting Prevention Measures" option item on the bidding schedule. Pay time for this option item will be measured by the day. A day of performing the bird nesting prevention measures is defined as beginning at 0000 hours and ending at 2400 hours. Portions of a day when the nest prevention measures are required will be considered as a full day. Nest prevention measures shall be performed as described in the paragraph entitled "Bird Nesting Prevention Measures". Price and payment shall constitute full compensation for furnishing all equipment, labor, materials, supplies, supervision, removal of nest prevention measures, and all operations

incidental thereto.

1.2.3 Non-Standard Dredging Conditions

The following conditions will be considered non-standard:

a. Those conditions described in Section 35 20 23.23, paragraph entitled "Dredging in Non-Standard Reaches and Conditions".

b. Any locations within the Barataria Bar Channel where the dredging template from station -75+00 to -210+00 yields less than a 250 foot swing width.

1.3 EXISTING STRUCTURES OR UTILITIES

The structures or utilities listed below are known to be located within or near the dredging region.

Structure or Utility	Owner Information	Approximate C/L Station	Elevation (feet MLG)
Two Electrical Power Lines	Entergy 9585 Pecue Lane Baton Rouge, LA 70810 Mr. Todd Varner 225-754-6127 tvarner@entergy.com Mr. Terry Hebert 504-343-7273 theber2@entergy.com	crosses Grand Terre Island	Unknown
Two 20-inch Oil Pipelines	Chevron Pipeline Co. Mr. Steven Fontana 100 Northpark Blvd. Office N1113 Covington, LA 70433-5069 Office: 985-773-6389 Cell: 985-791-9150 Email: sfontana@chevron.com Mr. Matt Posner 165 Chevron Road Golden Meadow, LA 70357 Office: 985-773-6045 Cell: 985-634-0480 matthew.posner@chevron.com	north of Grand Terre Island	3.0' below mudline

Structure or Utility	Owner Information	Approximate C/L Station	Elevation (feet MLG)
4-inch flowline	McMoran Oil and Gas, LP 1615 Poydras St. New Orleans, LA 70112 504-582-4000 Mr. John Seip 504-582-4314 jseip@FMI.com	-224+69	3.0' below mudline
12-inch Oil Pipeline	Energy XXI 1021 Main St. Suite 2626 Houston, TX 77002 Mr. Stephen Heimel 713-396-4196 sheimel@energyxxi.com Ms. Amy Moreau 713-594-7994	-242+27	3.0' below mudline

1.4 AERIAL PHOTOGRAPHY DOCUMENTATION

The Contractor shall provide aerial photography documentation of the worksite and construction activities during the contract duration. At a minimum, the proposed disposal areas shall be flown two (2) times; namely: prior to initiation of dredging and upon completion of disposal activities. During the flights, the significant features of work (dredge plant, proposed disposal areas, discharge site, working equipment, etc.) shall be captured. In general, sufficient images shall be taken to thoroughly cover the project. All images must be sharp, clear, relevant and available in full JPEG format. The Contractor shall document/monitor all construction activities, before and after construction using aerial photography at oblique angles. The deliverables shall be still photos that cover the extent of the contract operations. All photographs provided shall be labeled with the following: contract number, date of photography, and photographic company name. Photographer shall have a minimum of 3 years' experience. The Government is granted unlimited use of all images without further costs. The Contractor shall electronically submit a PDF format review package to the respective area office personnel and to Mr. Jeff Corbino at Jeffrey.M.Corbino@usace.army.mil. Once the Contractor receives approval from the respective area office personnel, the Contractor shall submit the JPEG images into RMS. This submittal and review process shall be done immediately after the initial images are taken prior to dredging and immediately after the final images are taken upon completion of disposal activities.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Dredging Region

3.1.1.1 Barataria Bay Waterway Bar Channel

a. The authorized dimensions for the Barataria Bay Waterway Bar Channel are -15 feet Mean Low Gulf (MLG) by 250 feet bottom width from Station -75+00 to -210+00. The Administrative Contracting Officer may issue dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template to be dredged by the Contractor. The dredging template will include the swing width, the side slope, and the specified elevation. The specified elevation in the dredging assignment will not exceed 3 feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government.

b. Disposal of dredged material shall be at the Government's direction. The Contractor shall place dredged material in the open waters of the surf zone as defined by the high tide mark. Equipment and direct dredged material discharge are not allowed on the beach. Disposal shall initiate at the western limit of proposed disposal. The discharge line shall be placed so as to direct the discharge parallel to the shoreline and in an easterly direction in an effort to maximize material retention. The elevation of the material shall not exceed +5.0 feet MLG. As the maximum elevation is reached, the discharge line shall be moved as necessary to maintain construction of a continuous disposal berm, in compliance with this elevation. The approved disposal area is shown on the Barataria Bay Waterway Bar Channel Maintenance Dredging Plates.

3.1.2 Pipeline and Equipment Access

When disposing in the disposal area, the pipeline shall be routed from the Barataria Bar Channel to the disposal area across the gulf. No flotation excavation is allowed through the gulf. The Contractor shall ensure that equipment and pipeline are not placed over the existing stone dike surrounding Fort Livingston. Fort Livingston is an archeological site that shall not be disturbed.

3.1.3 Dredge Discharge Pipeline

The Contractor shall provide 21,000 feet of serviceable floating, submerged, or shore pipeline and all associated equipment as directed by the Government. See Section 35 20 23.23, paragraph entitled "Dredge Discharge Pipeline", for additional information regarding pipeline requirements.

3.1.4 Before and After Disposal Surveys

Before and after disposal surveys shall be taken at the Government's direction within the disposal area. Cross-sections shall be taken normal to the beach, and spacing between the cross sections shall not exceed 100 feet. Soundings and/or rod readings shall be recorded to the nearest

tenth of a foot and the distance between soundings and/or rod readings shall not exceed 25 feet. The surveys shall extend to adequately cover the area impacted by dredge material placement.

All surveys shall be tied/referenced to the centerline of the channel. All notes resulting from these surveys shall be presented to the Contracting Officer's Representative. The before and after disposal surveys shall be furnished to the Government in CAD and PDF formats including plan and section views. Survey data shall also be provided in ASCII XYZ format (easting, northing, elevation). All survey data shall be referenced to NAD83, State Plane Coordinates, LA South 1702 horizontally and Mean Low Gulf vertically. All disposal surveys shall be submitted and accepted before final payment is made to the Contractor. In addition, the before and after disposal surveys shall be submitted to Mr. Jeff Corbino electronically at Jeffrey.M.Corbino@usace.army.mil.

3.1.5 Preliminary Field Surveys

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Preliminary Field Surveys", controlled cross sections of the channel 500 feet in width or water's edge to water's edge, whichever one comes first, shall be taken at locations and intervals designated by the Contracting Officer's Representative.

3.1.6 Before and After Dredging Cross Sections

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Before and After Dredging Cross Sections", the before and after dredging cross sections of the channel shall be taken at approximately 200-foot intervals along the channel.

3.1.7 Survey Data

In addition to the requirements in Section 35 01 50.73, paragraph entitled "Survey Data", the Contractor shall promptly plot the channel cross sections on a scale of 1 inch = 25 feet horizontal and 1 inch = 10 feet vertical.

3.2 NESTING BIRDS

3.2.1 General

Coastal birds (small-sized birds such as terns, skimmers, and gulls), wading birds (medium-sized birds such as ibis, egrets, and herons), seabirds (large-sized birds such as pelicans), and raptors (large-sized birds such as eagles) are known to nest throughout south Louisiana and may be present in the project area. Nesting birds and their nests are protected by the Migratory Bird Treaty Act (MBTA) and must not be disturbed or destroyed.

Protection within the project area shall be accomplished by the following: disturbance to deter nesting activity of coastal birds and wading birds prior to nesting; avoidance of active coastal bird, wading bird and pelican nesting areas; and avoidance of known eagle nests. Nesting generally occurs between 15 February through 15 September for coastal birds, wading birds, and pelicans; and from October to May for eagles. Nest prevention and/or avoidance measures shall be required if nesting activity is observed during these times by the Contractor and verified by the Government.

Coastal bird nesting activity is identifiable by large congregations of birds (often 100 or more) in barren or sparsely vegetated sandy areas. During the breeding season, coastal birds may be aggressive with workers, make persistent alert calls when workers are present, and feign injury to divert attention away from nests. These indicators of breeding activity shall be brought to the attention of the Government upon discovery to determine if nest prevention measures or avoidance measures are required.

Wading bird and seabird nesting activity is identifiable by the congregation of birds (often 20 or more) in woody vegetation, mangroves, or tree groves. Breeding wading birds and pelicans may have elaborate feather patterns and/or colorful feathers. Groupings of solitary wading birds that are typically intolerant of each other is another sign of breeding activity. These indicators of breeding activity shall be brought to the attention of the Government upon discovery to determine if nest prevention or avoidance measures are required. Any annually used rookeries known to wildlife biologists, if located in the project area, are noted on the plate(s).

Eagle nests established by breeding pairs are largely known to wildlife biologists. Any known nests in the project area are noted on the plate(s). The presence of eagles on and near these nesting sites should be reported to the Government and avoidance measures shall be implemented upon discovery.

Dredging activity during this period may be subject to additional requirements as stated below and/or on project plates.

3.2.2 Implementation and Reporting

a. In addition to the requirements in Section 01 57 20.00 10, paragraph entitled "Implementation and Reporting", the Contractor shall also submit the Bird Nesting Prevention Plan. See the paragraph of this section entitled "Bird Nesting Prevention Measures".

b. The presence of coastal birds, wading birds, pelicans, and/or eagles exhibiting breeding behavior (as described in paragraph entitled "General") within the minimum distances from the work area (as specified in paragraph entitled "No Work Distances") shall be immediately reported to the Administrative Contracting Officer and to Jeff Corbino of the U.S. Army Corps of Engineers at (504) 862-1958.

3.2.3 No Work Distances

No-work distance restrictions are as follows:

Coastal birds (terns, skimmers, and gulls) - 650 feet;
Wading birds (ibis, egrets, and herons) - 1000 feet;
Pelicans - 2000 feet; and
Eagles - 660 feet

Coordination by the New Orleans District personnel with the U.S. Fish and Wildlife Service may result in a reduction or relaxing of these no-work distances depending on the species of birds found nesting at the work site and specific site conditions.

3.2.4 Bird Nesting Prevention Measures

The Contractor shall prepare and submit, for approval, a plan detailing the efforts that will be undertaken to prevent birds from nesting within the minimum distances, as specified in the paragraph entitled "No Work Distances", from any work activity. This plan shall be submitted electronically to the Administrative Contracting Officer, Contracting Officer's Representative, and to Mr. Jeff Corbino at Jeffrey.M.Corbino@usace.army.mil.

Nest prevention measures shall be intended to deter birds from nesting on the disposal area(s) and access corridor(s) without physically harming birds during the nesting activity period. Nest prevention measures may be used in combination and/or adjusted to be most effective. The use of any harassment measures shall be in accordance with EM 385-1-1. At minimum, nest prevention measures shall include the following:

Flagging/Streamers - Flagging and/or streamers at least two feet in length and which consist of reflective plastic/mylar type material shall be attached to the top of stakes at least three feet in height. The stakes shall be driven into the ground at approximately 20-foot intervals. Flagging and/or streamers shall be placed such that the flags/streamers move in a light wind.

Vehicular/Pedestrian Traffic - At minimum, one terrain vehicle and/or one person shall travel throughout the entire disposal area at least once per hour from dawn to dusk.

Upon the exercise of Option Item "Bird Nesting Prevention Measures", the Contractor shall begin work within 24 hours. Specific nest prevention measures used during the work shall be monitored for effectiveness and may require adjustment and/or modification. All equipment/supplies used for nest prevention shall be removed from the work site upon the completion of work and as directed by the Contracting Officer.

3.2.5 Discovery of Bird Nests at the Work Site

If bird nests are discovered at the work site, immediate notification shall be made in accordance with paragraph entitled "Reporting". The Contractor shall immediately mark the perimeter or boundary of the bird nesting area with flagging on stakes 3-feet above the ground surface and no closer than 3 feet from the nearest nest. The Contractor shall then immediately avoid the marked area and implement safe work distances from the nest(s) as specified in paragraph entitled "No Work Distances", place flagging to create exclusion zone(s) around the nest(s), and advise all equipment operators of the bird nest(s) and exclusion zone(s).

3.3 MINIMUM PRODUCTION RATE REQUIREMENTS

a. The following chart shows the minimum production rates the dredge must perform at as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances".

BARATARIA BAR CHANNEL MINIMUM PRODUCTION RATE TABLE

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr)
27	No	1667
30 or greater	No	2058
30 or greater	Yes	2563

b. If a dredge's submerged pump becomes inoperable and the Contractor elects to continue dredging, then the Contractor will be allowed to operate without the submerged pump provided the specifications have a bid lot for that size dredge without a submerged pump and provided the dredge meets the minimum production rate shown on the chart above and as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". For a dredge with an inoperable submerged pump, the new unit price per hour for "Barataria Bar Dredging" and "Barataria Bar Option Dredging" shall be computed as follows:

New Unit Price Per Hour =

$$\frac{\text{(Original Base Item Estimated Quantity)x(Original Base Item Unit Price)}}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for the Same Size Dredge Without a Submerged Pump}}$$

The remaining hours, if any, on the Basic Payment Items will be prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remain unchanged.

3.4 HORIZONTAL AND VERTICAL CONTROL POINTS

Horizontal and vertical control points are shown on the plate attached at the end of this section.

-- End of Section --

US ARMY CORPS OF ENGINEERS
NEW ORLEANS DISTRICT

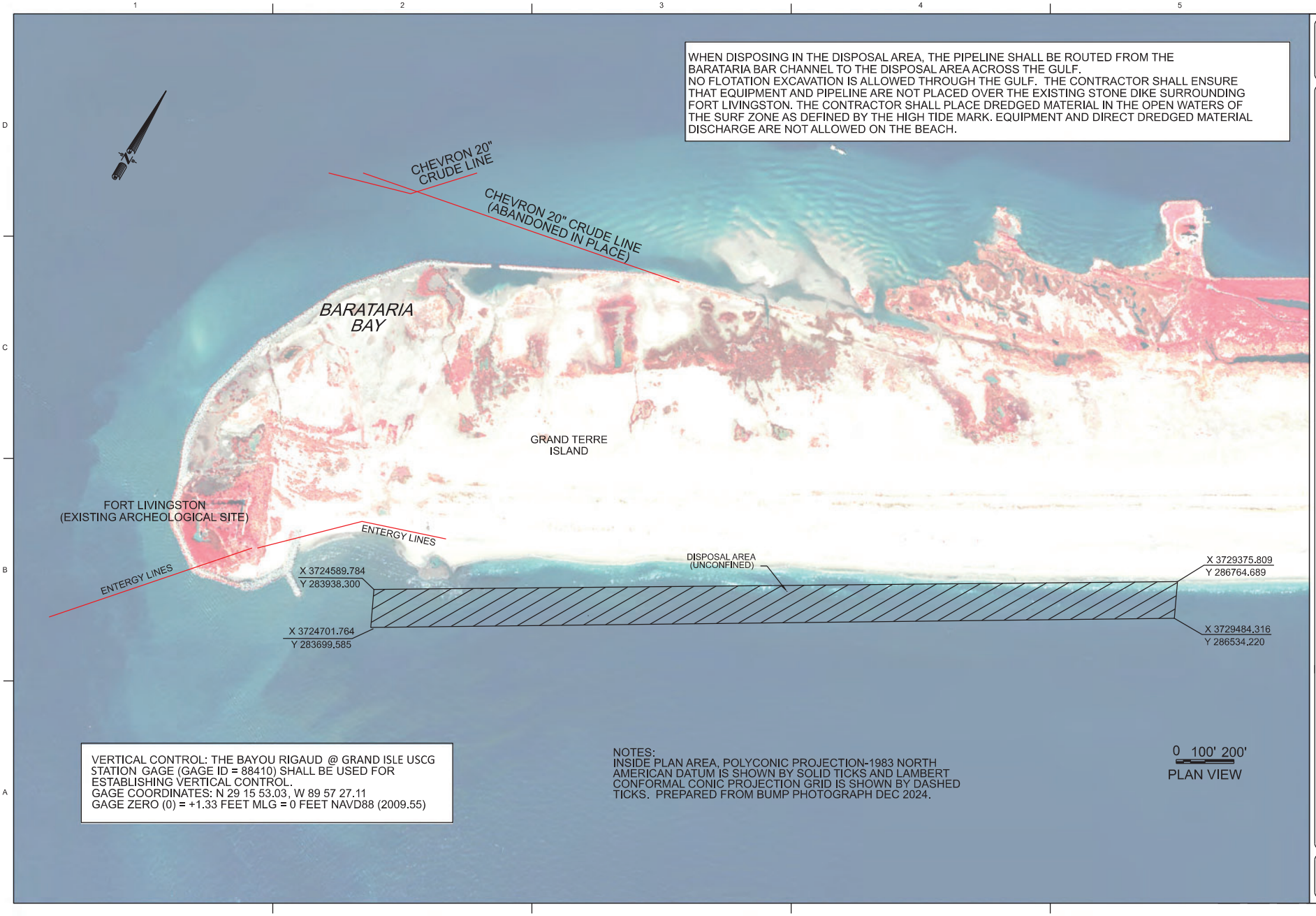
BARATARIA BAY WATERWAY BAR CHANNEL MAINTENANCE DREDGING
C/L STA. (-)75+00 TO C/L STA. (-)210+00 NON-CONTINUOUS PLAN
JEFFERSON PARISH, LA

PLATE 1

US ARMY CORPS
OF ENGINEERS
NEW ORLEANS DISTRICT

BARATARIA BAY WATERWAY BAR CHANNEL MAINTENANCE DREDGING
C/L STA. (-)75+00 TO C/L STA. (-)210+00 NON-CONTINUOUS PLAN
JEFFERSON PARISH, LA

PLATE
2



WHEN DISPOSING IN THE DISPOSAL AREA, THE PIPELINE SHALL BE ROUTED FROM THE BARATARIA BAR CHANNEL TO THE DISPOSAL AREA ACROSS THE GULF.
NO FLOTATION EXCAVATION IS ALLOWED THROUGH THE GULF. THE CONTRACTOR SHALL ENSURE THAT EQUIPMENT AND PIPELINE ARE NOT PLACED OVER THE EXISTING STONE DIKE SURROUNDING FORT LIVINGSTON. THE CONTRACTOR SHALL PLACE DREDGED MATERIAL IN THE OPEN WATERS OF THE SURF ZONE AS DEFINED BY THE HIGH TIDE MARK. EQUIPMENT AND DIRECT DREDGED MATERIAL DISCHARGE ARE NOT ALLOWED ON THE BEACH.

VERTICAL CONTROL: THE BAYOU RIGAUD @ GRAND ISLE USCG STATION GAGE (GAGE ID = 88410) SHALL BE USED FOR ESTABLISHING VERTICAL CONTROL.
GAGE COORDINATES: N 29 15 53.03, W 89 57 27.11
GAGE ZERO (0) = +1.33 FEET MLG = 0 FEET NAVD88 (2009.55)

NOTES:
INSIDE PLAN AREA, POLYCONIC PROJECTION-1983 NORTH AMERICAN DATUM IS SHOWN BY SOLID TICKS AND LAMBERT CONFORMAL CONIC PROJECTION GRID IS SHOWN BY DASHED TICKS. PREPARED FROM BUMP PHOTOGRAPH DEC 2024.

US Army Corps of Engineers®
NEW ORLEANS DISTRICT

BARATARIA BAY WATERWAY BAR CHANNEL MAINTENANCE DREDGING
C/L STA. (-)75+00 TO C/L STA. (-)210+00 NON-CONTINUOUS PLAN
JEFFERSON PARISH, LA

PLATE 3

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-- End of Section Table of Contents --

SECTION 35 20 23.33

NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM PIPELINE HYDRAULIC DREDGE

PART 1 GENERAL

1.1 DESCRIPTION

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

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

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the installation, operation, and maintenance of the DQM-certified system as specified herein for the duration of the dredging operations. All costs in connection therewith shall be considered a subsidiary obligation of the Contractor and shall be included in the contract unit price per hour for the applicable "Dredging" and "Option Dredging" items on the bidding schedule.

1.3 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION

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

1.4 DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 REQUIREMENTS FOR REPORTED DATA

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

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

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

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

3.1.1 Message Bundle Data

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

3.1.1.1 Messages

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

3.1.1.1.1 Message Time

In a work event message, message time is the date and time that the data is collected from the sensors; in a state event message, message time is

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

3.1.1.1.2 Comment

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

3.1.1.2 Dredge Events - Work Event

There are two types of dredge event messages - work event messages and state event messages. Work event messages contain data that are instantaneously collected or calculated from sensors and are logged as a series of events. Work events are triggered by a time interval change (as described in paragraph entitled "Work Event Messages"). All work event messages shall be initiated by the header tag "work_event".

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

3.1.1.2.1 Vertical Correction

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

3.1.1.2.2 Cutter/Suction Head Location and Movement

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

3.1.1.2.2.1 Cutter/Suction Head Horizontal Position

The forwardmost point of the cutter/suction head shall be obtained using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). It shall be reported as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values reported as negative. Position values shall be identified by the tags "ch_latitude" and "ch_longitude".

3.1.1.2.2.2 Cutter/Suction Invert Depth

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

3.1.1.2.2.3 Cutter/Suction Head Heading

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

3.1.1.2.3 Dredge Activity

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

3.1.1.2.3.1 Slurry Velocity

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

3.1.1.2.3.2 Slurry Density

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

3.1.1.2.3.3 Pump RPM

The pump rpm is the number of revolutions per minute measured for the slurry pump shaft. The shaft revolution rate (rev/min) shall be measured with the highest level of accuracy that is standard on the vessel's operational displays either at the bridge or in the engine room. This value shall be identified by the tag "rpm".

3.1.1.2.3.4 Pump Vacuum

The vacuum pressure of the dredge pump(s) (inches of mercury) shall be

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

3.1.1.2.3.5 Pump Outlet Pressure

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

3.1.1.2.4 Outfall Information (Open Water/Spill Barge Disposal)

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

3.1.1.2.4.1 Discharge Horizontal Position

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

3.1.1.3 Dredge Events - State Event

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

3.1.1.3.1 Message Time

The state event time is the date and time that the event starts. The leverman's time shall be entered to the nearest second as local time and automatically converted to and reported in UTC based on a 24-hour format (YYYY-MM-DD HH:MM:SS). Message time shall be identified by the tag "msg_time".

3.1.1.3.2 Contract Event

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

3.1.1.3.2.1 Contract Number

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

3.1.1.3.2.2 Contract Start and End

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

3.1.1.3.3 Tide Station/River Stage Gage Event

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

3.1.1.3.3.1 Station Name

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

3.1.1.3.4 Length of Pipe Event

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

3.1.1.3.4.1 Floating Pipe

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

3.1.1.3.4.2 Submerged Pipe

The total length of submerged pipe shall be reported with the tag "length_submerged".

3.1.1.3.4.3 Shore Pipe

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

3.1.1.3.5 Booster Pump Event

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

3.1.1.3.5.1 Number of Booster Pumps

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

3.1.1.3.6 Dredge Advance

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

3.1.1.3.7 Outfall Information

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

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

3.1.1.3.7.1 Discharge Location

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

3.1.1.3.7.2 Discharge Horizontal Position

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

3.1.1.3.7.3 Discharge Outfall Heading

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

3.1.1.3.7.4 Discharge Pipe Elevation

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

3.1.1.3.8 Non-effective Work Event

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

3.1.1.3.8.1 Non-effective Work Interval

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

3.1.1.3.8.2 Dredge Function Code

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

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

3.1.1.3.8.3 Additional Comments

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

3.2 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM REQUIREMENTS

The Contractor's DQM system shall be capable of collecting and transmitting data to the DQM system. The applicable parameters from paragraph entitled "Requirements for Reported Data" shall be recorded as events locally and continuously transmitted to the DQM database anytime an Internet connection is available.

To accomplish this transmission, there are two options. The first option is to equip the vessel with a DQM computer system consisting of a computer, monitor, keyboard, mouse, data modem, Universal Power Supply (UPS), and network hub. The required system is outlined in paragraphs 3.2.1 "Option 1: Computer Requirements" through 3.2.3 "UPS". The computer system shall be a standalone system, exclusive to the DQM monitoring system, and shall have USACE DQM software installed on it. If a hardware problem occurs, or if a part of the system is physically damaged, then the Contractor shall be responsible for repairing it within two business days of the determination of the condition or submitting a plan and timeline for repair if the repair will take more than two business days.

The second option is to send data directly to DQM's web endpoint as outlined in paragraph entitled "Option 2: Direct Data Transmissions to the DQM Web Service".

3.2.1 Option 1: Computer Requirements

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

CPU	Intel or AMD processor with a (non-overclocked) clock speed of at least 1.6 gigahertz (GHz)
Hard drive	250 gigabytes (GB); internal
RAM	4 gigabytes (GB)
Ethernet adapter	Internal network card with a RJ-45 connector
Ports	1 free serial port with standard 9-pin connectors; 1 free USB port
Other hardware	Keyboard, mouse, monitor

The Contractor shall install a fully licensed copy of Windows 10 Professional Operating System or later on the computer specified above. The Contractor shall also install any necessary manufacturer-provided drivers for the installed hardware.

This computer shall be located and oriented to allow data entry and data

viewing as well as to provide access to data ports for connection of external hardware.

3.2.2 Software

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

3.2.3 UPS

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

3.2.4 Option 2: Direct Data Transmissions to the DQM Web Service

A web service shall be used to report sensor data to the DQM database. Data shall be transmitted as it is collected in real time and pushed to the DQM web service. If the web service is not available or returns an error message, the data shall be stored in a queue and transmitted upon re-establishment of the connection, starting with the oldest data in the queue and continuing until real-time transmission is restored.

Contact dqm-support@usace.army.mil to obtain the web service URL and the appropriate key credentials and communication protocol.

If this option is chosen, a display of the raw data being transmitted to DQM must be easily accessible and visible onboard the dredge.

3.2.5 Internet Access

The Contractor shall maintain an Internet connection capable of transmitting real-time data to the DQM server as well as enough additional bandwidth to clear historically queued data when a connection is re-established. The telemetry system shall always be available and have connectivity in the contract area. If connectivity is lost, unsent data shall be queued and transmitted upon restoration of connectivity. Delays in pushing real-time data to the DQM database should not exceed four hours. Exceptions to these requirements may be granted by the DQM Support Center on a case-by-case basis with consideration for contract-specific requirements, site-specific conditions, and extreme weather events.

The Contractor shall acquire and install all necessary hardware and software to make the Internet connection available for data transmission to the DQM web service. The hardware and software shall be configured to allow the DQM Support Center remote access to this computer, and the telemetry system shall be capable of meeting these minimum reporting requirements in all operating conditions.

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

dredging site, and it should be considered a temporary measure.

3.2.6 Data Routing Requirements

Onboard sensors continually monitor dredge conditions, operations, and efficiency and route this information to the shipboard dredge-specific system (DSS) computer to assist in guiding dredge operations. Portions of this Contractor-collected information, as described in this specification, shall be routed to the DQM computer on a real-time basis, utilizing one of the options outlined in paragraphs 3.2.1 "Option 1: Computer Requirements" through 3.2.5 "Internet Access". If the serial transmission option is used, sensor data shall be sent to the DQM computer via an RS-232 serial interface with a baud rate of 9600 or 19200 bps. The serial interface shall be configured as 8 bits, no parity, and no flow control.

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

3.3 DREDGE MONITORING DATA

3.3.1 General

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

3.3.2 Data Measurement Frequency

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

3.3.2.1 Work Event Messages

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

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

3.3.2.2 State Event Messages

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

3.3.3 Parameter Transmission to the Web Service

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

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

```
****************************
Message bundle
****************************

{
  "DQM_Data": {
   "plant_identifier":         <integer value 0000-9999>,
   "transmission_time":        <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
    "messages": [
      {
        "work_event": {
        "msg_time":             <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "vert_correction":    <floating point 100th decimal place>,
          "ch_latitude":        <decimal to 6 decimal places>,
          "ch_longitude":       <decimal to 6 decimal places>,
          "ch_depth":           <floating point 100th decimal
place>,
          "ch_heading":         <integer value 000-359>,
          "slurry_velocity":    <floating point 100th decimal place>,
          "slurry_density":     <floating point 100th decimal place>,
          "pump_rpm":           <integer>,
          "vacuum":             <floating point 100th decimal place>,
          "outlet_psi":         <floating point 100th decimal place>,
          "comment":            <string>},
        }
      },
      {
        "contract_event": {
          "msg_time":           <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "contract_number":    <string>,
          "event_type":         <string - "start" or "end">,
          "comment":            <string>
        }
      },
      {
        "station_event": {
          "msg_time":           <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "station_name":       <string>,
          "comment":            <string>
        }
      },
      {
        "pipe_length_event": {
          "msg_time":           <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "length_floating":    <integer>,
          "length_submerged":   <integer>,
          "length_land":        <integer>,
          "comment":            <string>
```

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

            }
          }
        ]
      }
    }
```

3.3.4 Contractor Data Backup

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

At the end of the dredging contact, the Contractor shall call the DQM Support Center prior to discarding the data. The DQM Support Center will verify that all data has been received and appropriately archived before giving the Contractor discard permission. The Contractor shall record the following information in a separate section at the end of the dredge's onboard copy of the DPIP:

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

3.4 PERFORMANCE REQUIREMENTS

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

3.5 LIST OF ITEMS PROVIDED BY THE CONTRACTOR

DPIP	https://dqm.usace.army.mil
DQM System	Paragraph entitled "National Dredging Quality Management Program System Requirements"
Dredge Data	Paragraph entitled "Dredging Monitoring Data"

-- End of Section --