IFB NO. W912P825B0047

US Army Corps
of Engineers ®
New Orleans District

Passes of the Mississippi River

South Pass Maintenance Dredging (Non-Continuous)

Plaquemines Parish, Louisiana

Construction Solicitation
and Specifications

August 19, 2025

ED 25-004

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
7400 LEAKE AVENUE
NEW ORLEANS, LA 70118-3651

SOLICITATION: W912P825B0047 19 August 2025

FOR: Passes of the Mississippi River, South Pass, Maintenance Dredging (Non-Continuous), Plaquemines Parish, LA

TO OPEN: Bid Opening will be held Tuesday, 16 September 2025 at 11:00 AM, local time (Bids are due at 10:00 AM local time in accordance with "Bid Submission Instructions" in Solicitation Package.

Questions are due no later than 3 September 2025 at 2:00PM. CST

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. As of April 4, 2022, the Federal Government has stopped using the DUNS Number as a unique identifier for entities and switched to a Unique Entity ID generated by SAM.gov. In addition, entities with DUNS Numbers but no SAM.gov registration have been able to get Unique Entity IDs without registering in SAM.gov since October 2021.
NOTE: The DUNS Number is no longer used in SAM.gov, eSRS, FSRS, FPDS, CPARS, or FAPIIS.

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 dredging of shoal material from South Pass within the limits shown on the contract drawings above elevation –23.5' MLLW over a 300' bottom width, satisfactory disposal of the dredged material at the disposal sites as required by this solicitation.

CAUTION TO BIDDERS: **In delivery of hand-carried bids, bidders are cautioned to allow sufficient time for delays which may be encountered as a result of frequent trains which are subject to block all access roads to place of bid opening for various lengths of time and for visitor background checks by MVN security when entering the installation at place of bid opening.** ***Such delays DO NOT permit acceptance or consideration of late bids.***

NOTE: ALL WORK UNDER THESE SPECIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF EM 385-1-1 "CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL", DATED MARCH 2024.

ATTENTION: 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 copy of their Online Representations and Certifications from SAM.gov with an expiration date on or after the date of award.

ALL INQUIRIES REGARDING THIS SOLICITATION

SHOULD BE MADE TO THE FOLLOWING:

MELISSA A. VAUGHN

CONTRACT SPECIALISTS

U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT

EMAILS: MELISSA.A.VAUGHN@USACE.ARMY.MIL

PHONE: (504) 862 2762

COLLECT CALLS NOT ACCEPTED

NOTE: FOR THE MOST PROMPT REPSONSE, PLEASE SEND ALL QUESTIONS VIA- E MAIL.

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912P825B0047	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	08/19/2025	1/2

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

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

7. ISSUED BY	CODE W912P8	8. ADDRESS OFFER TO
CONTRACTING DIV- CHIEF 7400 LEAKE AVENUE, ROOM 172 NEW ORLEANS LA 70118-3651		See Item 7

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Melissa A. Vaughn	504-862-2762

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)*

Passes of the Mississippi River, South Pass, Maintenance Dredging (Non-Continuous), Plaquemines Paris, LA ED-25-004

This is UNRESTRICTED procurement.

The estimate construction magnitude is between $25,000,000 and $100,000,000
The work consists of dredging of shoal material from South Pass within the limits shown on the contract drawings above elevation-23.5' MLLW over a 300' bottom width, satisfactory disposal of the dredged material at the disposal sites as required by this solicitation.

The Virtual Bid Opening will be held Tuesday, 16 September, 2025 at 11:00AM. Teleconference number will be provided by amendment.

Question are due no later than 3 September 2025 at 2:00PM. CST

11. The contractor shall begin performance within 10 calendar days and complete it within 385 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	2 (TWO)

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 _____ ***(hour)*** local time 9/16/2025 (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

USACE, New Orleans Area Office
7400 Leake Ave
New Orleans, LA 70118

27. PAYMENT WILL BE MADE BY

US ARMY CORPS OF ENGR FINANCE CENTER
5722 INTEGRITY DRIVE
MILLINGTON TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

SECTION 00010 – BIDDING SCHEDULE

Passes of the Mississippi River
South Pass
Maintenance Dredging (Non-Continuous)
Plaquemines Parish, LA

Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Estimated Amount
BASE WORK					
0001	Mobilization and Demobilization	1	JOB		
0002	Aerial Photography Documentation	1	JOB		
0003	Dredging - Reach 1				
0003AA	First 100,000 CY	100,000	CY		
0003AB	All Over 100,000 CY	95,000	CY		
0004	Dredging - Reach 2				
0004AA	First 100,000 CY	100,000	CY		
0004AB	All Over 100,000 CY	35,000	CY		
0005	Dredging – Reach 3				
0005AA	First 2,800,000 CY	2,800,000	CY		
0005AB	All Over 2,800,000 CY	1,200,000	CY		
0006	Floatation Access Channel/Access Corridor	1	JOB		
0007	Dike and Closure Construction/Maintenance	1	JOB		
TOTAL BASE WORK:					$
OPTIONAL WORK (OW)					
0008	Bird Nesting Prevention and Avoidance Measures - OW	90	DAY		
TOTAL OPTIONAL WORK:					$
TOTAL BASE WORK + OPTIONAL WORK:					$

Award will be made as a whole to one bidder.

NOTE 1: The unit “JOB” as used in this Bidding Schedule is synonymous with the term “Lump Sum” used elsewhere within these plans and specifications.

NOTE 2: Bidders shall furnish unit prices for each item listed in the Schedule requiring a unit price. If the bidder fails to insert a unit price in the appropriate blank for required item(s), but does furnish an extended total, or an estimated amount for such item(s), the Government shall deem the unit price to be the quotient obtained by dividing the extended amount for that line item by the quantity. IF A BIDDER OMITS BOTH THE UNIT PRICE AND THE EXTENDED TOTAL OR ESTIMATED AMOUNT FOR ANY ITEM, ITS BID SHALL BE DECLARED NON-RESPONSIVE AND THEREFORE INELIGIBLE FOR AWARD.

NOTE 3: Any bid may be rejected if the Contracting Officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only total price of bid, but the price 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 FAR 14.404-2, Rejection of Individual Bids).

NOTE 4: 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 immediately after verification of acceptable performance and payment bonds. Within 24 hours after issuance of the NTP, the Contractor shall initiate a meeting to discuss the submittal process with the Area or Resident Engineer or his authorized representative. Physical work cannot start until the Accident Prevention Program, Contractor Quality Control Plan, and other submittals which may be required, have been submitted and approved and all preliminary meetings called for under the contract, have been conducted.

NOTE 5: EVALUATION OF OPTIONS (FAR 52.217-5 JUL 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).

NOTE 6: OPTIONAL WORK ITEM: The Government may require the delivery of, in whole or part, the Optional Item. The Government may exercise the Option Item(s) by written notice to the Contractor. If the Government activates an Optional Item, the activation will occur while the Contractor's plant is within the limits of work. No additional mobilization/ demobilization will be paid to the Contractor for the Optional work.

NOTE 7: TIME ADJUSTMENT IN THE EVENT OF THE EXERCISE OF OPTIONAL WORK. In the event that OPTION WORK items are exercised under the terms of the contract, the time required for completion of the contract will not be adjusted but shall be performed concurrent with the original contract duration of 365 calendar days established for the BASE WORK items specified in the Contract Clause entitled "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52-211-10 – APR 1984)".

NOTE 8: RAPID VENDOR PAYMENT. Web based instructions for the submission of invoices may be found at the following website:

https://www.mvn.usace.army.mil/BusinessWithUs/Contracting/RapidVendorPayment.aspx

EVALUATION OF SUBLINE ITEMS (Dec 2019 - AFARS 5152.211-9000).

Item No. 0003, 0004, and 0005 are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its subline items.

VARIATIONS IN ESTIMATED QUANTITIES – SUBLINE ITEMS (Dec 2019) – AFARS 5152.211-9001)

The variation in estimated quantities clause is applicable only to Item No. 0003, 0004, and 0005.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent subline item or elimination of all work under such a second or subsequent subline item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item No. 0003, 0004, and 0005 is less than 85% of the quantity of the first subline item listed under such item, the Contractor will be paid at the contract unit price for that subline item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause Federal Acquisition Regulation (FAR) 52.211-18, Variation in Estimated Quantities.

c. If the quantity of work performed under Item No. 0003, 0004, and 0005 exceeds 115% or is less than 85% of the total estimated quantity of the subline item and/or if the quantity of the work performed under the second subline item or any subsequent subline item under Item Nos. NONE exceeds 115% or is less than 85% of the estimated quantity of any such subline item, and if such variation causes an increase or a decrease in the time required for performance of that contract item, the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, VARIATION IN ESTIMATED QUANTITIES.

(End of Clause)

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.

Section 00100 - Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	NOV 2024
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.214-4	False Statements In Bids	APR 1984
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.232-13	Notice Of Progress Payments	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

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

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

Full cooperation—

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

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

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

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

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

(2) The Contractor shall--

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

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

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

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

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

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

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

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

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

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and

compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

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

(2) An internal control system.

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

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

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

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

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

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

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

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

(End of clause)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the

delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 2016)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) (1) Bidders shall acknowledge receipt of any amendment to this solicitation--

(i) By signing and returning the amendment;

(ii) By identifying the amendment number and date in space provided for this purpose on the form for submitting a bid;

(iii) By letter;

(iv) By facsimile, if facsimile bids are authorized in the solicitation; or

(v) By email, if email bids are authorized in the solicitation.

(2) The Government must receive the acknowledgement by the time and at the place specified for receipt of bids.

(End of provision)

52.214-5 SUBMISSION OF BIDS (DEC 2016)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(d) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a __Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 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)

52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be __20%__ percent of the bid price or $__3,000,000.00_, whichever is less.-

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

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that

exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 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 Shaun A. McAfee, Contracting Officer, U.S. Army Corps of Engineers, ATTN: CEMVN-CT-E, 7400 Leake Avenue, New Orleans, LA 70118-3651

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

(End of provision)

52.236-27 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: Mr. Charles Freeman, Area Engineer, New Orleans, LA
Address: 7400 Leake Avenue, New Orleans, LA 70118-3651
Telephone: 504-862-1554

(End of provision)

52.252-1 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):

http://www.acquisition.gov

(End of provision)

52.252-5 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 DFAR (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through

the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.215-7008 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)

BID SUBMISSION INSTRUCTIONS

NOTE: BIDDERS MAY SUBMIT BIDS BY ONLY ONE METHOD: A) ELECTRONIC COMMERCE (EMAIL) OR BY 2) PHYSICAL SUBMISSION. BIDDERS SHALL LIMIT THE BID SUBMITTAL TO ONE OPTION OR THE OTHER, NOT BOTH.

Electronic Submission of Bids (Email): The New Orleans District utilizes electronic commerce (Email) for receipt of electronic bids under this IFB solicitation. To submit an electronic commerce (Email) bid please follow these steps:

1. Send an email containing your name, email address and bid/proposal to the following emails associated with the IFB (MUST include all emails): Melissa.A.Vaughn@usace.army.mil / shaun.a.mcafee@usace.army.mil

2. ALL BIDS SUBMITTED BY EMAIL MUST CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE.

3. Once the agency receives your bid at the above email addresses, you will then receive a confirmation email stating your bid was received. If a bidder does not receive a reply acknowledging receipt electronically from the New Orleans District, it is incumbent upon the bidder to seek confirmation from the issuing Contracting office by phone.

Note: The size limit for incoming emails is 35MB. Any bid over this size may not be accepted by the server and will constitute the bid not being received timely. Please note that embedded links, URLs, and other html language included may interfere with the USACE server security, which may cause emails to be removed prior to being received by the contracting office. Bidders are advised to refrain from including external links, embedded links, URLs, and other html language not germane to the bid. Please note it is a bidder's responsibility, when transmitting its bid electronically, to ensure the receipt of its bid to the proper designee at the proper time. See FAR 14.304(b)(1)(i) regarding untimely electronic bids. Please note, MVN's computer system firewall may cause a delay in receipt of emails, so be sure to allow ample time for possible delay. If your email would exceed 35MB you can use one of the following methods as a work-around:

• Use .zip files as attachments. Combine multiple files into a .zip file to compress file size prior to adding as an email attachment.

• Send multiple emails. Label each email with same subject line and indicate number of emails. For example: Smith Construction W912P823BXXXX (1 of 2) Smith Construction W912P823BXXXX (2 of 2).

Physical Submission of Bids: Bidders may submit their bids by hand carrying or express mail to the New Orleans District Contracting Office in Room 172. Bidders are advised to allow adequate time to ensure timely submission of its bid. Traffic onto the New Orleans District campus may be delayed by trains blocking the entrance or security either at the gate and/or inside of the building.

Express delivery may be utilized but it is incumbent upon the bidder to ensure bid delivery time and date is before the receipt of bid cutoff time. See FAR 14.304(b)(1)(ii) and (c).

In accordance with current Security procedures at the district, any bidder hand carrying bids must notify the contract specialist and contracting officer no later than the day before the bid opening via email that they intend to submit their bid in person. Security will be notified of the expected time of the visit. For this bid opening, please notify:

Melissa.A.Vaughn@usace.army.mil

shaun.a.mcafee@usace.army.mil

Bid Opening: The Bid Opening is currently scheduled for Tuesday, 16 September 2025, at 11:00 AM CT. The Contracting Officer and Contract Specialist will begin downloading bids at 10:00 AM CT, which is the bid submission receipt cutoff time. All bids received after 10:00 AM CT on Tuesday, 16 September 2025, will be considered late.

Audio Teleconference Bid Opening Information:

The audio teleconference number/TEAMS for the bid opening at 11:00 AM CST is:

Join the meeting now

Meeting ID: 993 128 636 406

Passcode: JM7F4ox3

Dial in by phone

+1 503-207-9433,,465472290# United States, Beaverton

Find a local number

Phone conference ID: 465 472 290#

Following the conclusion of the bid opening, in accordance with FAR 14.403(b), abstracts of offers for unclassified acquisitions shall be available for public inspection via SAM.GOV

Section 00600 - Reps and Certs

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025)

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

(2) The small business size standard is $37,000,000.

(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:

[ ] Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.204-26, 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 Certification. 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 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)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or

extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [___] will, [___] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [___] does, [___] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)

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

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

____ (1) The Offeror certifies that--

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

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

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

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

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

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless--

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

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

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

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

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 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 FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 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 when contract performance will be in Italy.

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

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

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

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

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

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

(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 No.	Title	Date	Change

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

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, ``Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see http://dx.doi.org/10.6028/NIST.SP.800-171) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.232-7016 NOTICE OF PROGRESS PAYMENTS OR PERFORMANCE-BASED PAYMENTS (APR 2020)

(a) The need for customary progress payments in accordance with subpart 32.5 of the Federal Acquisition Regulation (FAR) or performance-based payments in accordance with FAR subpart 32.10 will not be considered as a handicap or adverse factor in the award of the contract.

(b) This solicitation includes a FAR and Defense Federal Acquisition Regulation Supplement (DFARS) clause for performance-based payments and a FAR clause for progress payments. The resultant contract will include either performance-based payments or progress payments, not both, except as may be authorized on separate orders subject to FAR 32.1003(c).

(1) The performance-based payments clauses will be included in the contract if--

(i) The Offeror has provided positive representation in response to DFARS 252.232-7015, Performance-Based Payments--Representation;

(ii) The Offeror proposes a performance-based payment arrangement in accordance with FAR 52.232-28, Invitation to Propose Performance-Based Payments, including proposed events and timing, event completion criteria, event values, and expected expenditure profile; and

(iii) The Offeror and the Government reach agreement on all aspects of the arrangement.

(2) If performance-based payments clauses are not included in the resultant contract, the progress payments clause included in this solicitation will be included in any resultant contract, modified or altered if necessary in accordance with FAR 52.232-16 and its Alternate I. Even though the progress payments clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.201-1	Acquisition 360: Voluntary Survey	SEP 2023
52.202-1	Definitions	JUN 2020
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
52.203-14	Display of Hotline Poster(s)	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
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
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
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	JAN 2025
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
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
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns	JAN 2025
52.219-9	Small Business Subcontracting Plan	JAN 2025
52.219-14	Limitations On Subcontracting	OCT 2022
52.219-33	Nonmanufacturer Rule	SEP 2021
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
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
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	FEB 2009
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
52.223-1	Biobased Product Certification	MAY 2024
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts.	MAY 2024
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-4	Recovered Material Certification	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-7	Notice of Radioactive Materials	JAN 1997
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2024
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	MAY 2024
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	MAY 2024
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	MAY 2024
52.223-21	Foams	MAY 2024
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.223-23	Sustainable Products and Services.	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
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
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
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
52.232-16	Progress Payments	NOV 2021
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
52.233-3	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
52.236-8	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
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-15	Stop-Work Order	AUG 1989
52.243-7	Notification Of Changes	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2020
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

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

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

Full cooperation—

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

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

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

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

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

(2) The Contractor shall--

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

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

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

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

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

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

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument

intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

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

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

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

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

(2) An internal control system.

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

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

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

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

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

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

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

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

(End of clause)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 385 calendar days after the date of receipt by him of notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

NOTE The term “work” includes tasks such as submission of submittals, performance of preliminary and/or BD surveys, and does not have to be dredging.

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $4,482.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 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)

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 days prior to the estimated completion date of the basic line item or any previously exercised 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)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025)

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

(b) Definitions. As used in this clause—

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

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

"Commercial product" means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

"Commercial service" means a service that satisfies the definition of "commercial service" in FAR 2.101.

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

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

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

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

"Reduced payment" means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

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

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

"Untimely payment" means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

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

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

(A) The subcontractor is registered in SAM; and

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

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

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

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

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protege agreement (see 13 CFR 125.9) that provides a subcontract to its protege may apply the costs incurred for training it provides to its protege toward its subcontracting plan goals, provided that protege is a covered territory business or that protege has its principal office located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626--

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

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

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

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

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

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

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

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

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

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (e.g., ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

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

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

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

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

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating—

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

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

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

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

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

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

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

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

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

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

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

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

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm.

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

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

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

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

(1) The master subcontracting plan has been approved;

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

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

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

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

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

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

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

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

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

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

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

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

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

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

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

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

(2) SSR.

(i) Reports submitted under individual contract plans.

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

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

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702 (a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

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

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

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

(ii) Reports submitted under a commercial plan.

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

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

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

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

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured

financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least $25 million in the past year, ILCs over $5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least $25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site http://www.sec.gov/answers/nrsro.htm maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

___
[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _ ___

IRREVOCABLE LETTER OF CREDIT NO. ___

Account party's name ___ _

Account party's address ___ _

For Solicitation No. ___ _(for reference only)

TO: [___ U.S. Government agency]

[___ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $ ___ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [___ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on ___ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ___ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ___ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

___

[___ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

___ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) ___

Our Letter of Credit Advice Number ___

Beneficiary: ___ [U.S. Government agency]

Issuing Financial Institution: ___

Issuing Financial Institution's LC No.: ___

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by ___ [name of issuing financial institution] for drawings of up to United States dollars ___ _/U.S. $ ___ and expiring with our close of business on ___ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at ___ _.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ___ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ___ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

___

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

___
[City, State]

(Date) ___

[Name and address of financial institution]

Pay to the order of ___ [Beneficiary Agency] ___ the sum of United States ___ This draft is drawn under Irrevocable Letter of Credit No. ___

___ [Beneficiary Agency]

By: ___

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

(Name)

_____

(Title)

_____

(Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 6305).

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

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

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

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

(End of clause)

52.232-27 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 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

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

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

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

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

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

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

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

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

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

(f) Third-party deficiency reports—

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

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

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

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

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

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

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

(1) The amount to be withheld;

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

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

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

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

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

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

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

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

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

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

(iii) Affected 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)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) 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)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys.

(b) Weather conditions. Data on weather conditions may be obtained from the National Weather Service.

(c) Transportation facilities. Floating plant may access the site of work via the Mississippi River and/or the Gulf of America.

(d) Condition of Channel. Depths within the channels are generally adequate for the movement of floating plant. However, the Contractor should verify the required dimensions. Cross sections and/or dredging history of the channel are available for inspection at the Corps of Engineers District Office, New Orleans, Louisiana.

(e) Channel Traffic. Traffic in the channels consists of tugs, barge tows, commercial fishing boats, oil field access and small pleasure craft.

(f) 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 approved 8 August 1917. The Contractor shall conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles and other markers placed by him/her under the contract in navigable water or on shore.

(g) Estimates of quantities involved in certain items of work for which bids are being solicited on a job basis have been made for the use of the Government. Copies of these quantity estimates may be viewed/obtained by contacting U.S. Army Engineer District, New Orleans, Corps of Engineers, Attention: Contracting Officer, CEMVN-CT, 7400 Leake Ave, New Orleans, Louisiana 70118-3651. It is expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in

accordance with the default terms of this contract.

NOTE: An electronic copy of the schedule as specified in subparagraph (a) above, that is compatible with Primavera 6, shall also be provided.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984) - ALTERNATE I (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The

Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

Note: In subparagraph (c), the word “Promptly” is defined as “within three (3) calendar days.”

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

NOTE: For clarification purposes, the term "baselines and benchmarks" shall refer to "centerline and gage(s) "to be used in this contract for horizontal and vertical control respectively.

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquistion.gov

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2023)

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

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

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at https://www.dodig.mil/Resources/Posters-and-Brochures/.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

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

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial product or commercial service.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

Title	File	Drawing No.
Passes of the Mississippi River South Pass Maintenance Dredging (non-continuous), Plaquemines Parish, LA	H-16-48761	G-01 thru G-03 C-01 thru C-28

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

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

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

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

(2) The remaining forty percent (40%) 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.

"General Decision Number: LA20250007 02/07/2025

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 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.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • 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 performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	02/07/2025

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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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.

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"

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SECTION 01100 - GENERAL PROVISIONS

1. DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the Contract Clause in Section 00700 entitled, PERMITS AND RESPONSIBILITIES (FAR 52.236-7). However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, or tornado which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit price or Job prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there is no contract unit or Job prices applicable to any part of such work, an equitable adjustment shall be made pursuant to the Contract Clause in Section 00700 entitled, CHANGES (FAR 52.243-4). Except as herein provided; damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

2. SAFETY PROVISIONS

The safety provisions as specified herein refer to the USACE Safety and Occupational Health Requirements EM 385-1-1 dated 15 March 2024. The most current edition can be found at:

https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

(a) Accident Investigation and Reporting. The reporting and associated investigation of accidents and near misses is considered a leading indicator. Utilize ENG Form 3394, U.S. Army Corps of Engineers Mishap Notification and Investigation, to report accidents and near misses. Link to ENG Form 3394:

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf.

Contractors must investigate, analyze, and report all accidents and near misses occurring incidentally to an operation, project, or facility according to EM 385-1-1, Table 2-1 Accident Reporting Required Timeline.

(b) Accident Prevention Plan (APP). (See the Contract Clause in Section 00700, entitled ACCIDENT PREVENTION (FAR 52.236-13).) Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the

prework conference, an electronic copy and one hard copy of the Accident Prevention Plan (APP) Worksheet (ENG FORM 6293) shall be submitted to the Contracting Officer for review and acceptance. Link to ENG form 6293 (APP):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_Aug%202024%20-%20FINAL.pdf

The Plan shall be prepared in the following format:

(1) Activity Hazard Analysis (AHA) Requirements. The Contractor shall complete the Activity Hazard Analysis (AHA) Requirements on ENG form 6206 in accordance with EM 385-1-1, Chapter 2-6. Specific AHA requirements are identified in paragraph 6 of each chapter of EM 385-1-1. Link to fillable ENG form 6206 (AHA form):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.pdf

(2) The contractor shall submit ENG Form 6282 (Site Safety and Health Officer Designation Letter). A Designation Letter is required for all levels of onsite SSHOs. The Contractor shall maintain a copy of the accepted form at the site of work. Link to ENG form 6282:

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.pdf?ver=_1GgPT1ZS1AFX9P8AKU5og%3d%3d.

(3) Site Safety and Health Officer (SSHO). The Contractor must employ a minimum of one (1) Level 1 Full-time Site Safety and Health Officer to function as the primary Level 1 SSHO responsible for ensuring all site personnel are implementing Safety and Occupational Health requirements according to the contract, EM 385-1-1, applicable federal, state, and local requirements. A designated Level 1 SSHO must be at the site of work whenever work is performed. 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.

(4) A copy of company policy statement regarding accident prevention.

(5) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on MVN Form 385-10 (Latest Edition), Fuel Oil Transfer (attached at the end of this section), (Refer to 33 CFR 156).

(c) Commencement of Work. The Contractor shall not commence physical work at the site until the Contracting Officer, or his/her authorized representative has accepted the Accident Prevention Plan. The Contractor may submit its Accident Prevention Plan 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. Also refer to EM 385-1-1, Chapter 2.

(d) Hazard Communication (HazCom) Program. The Contractor shall develop, implement, and maintain at the workplace a written, Hazard Communication Program (see EM 385-1-1, Chapter 6-7) 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, Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200 and/or 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 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 Safety Data Sheets of each substance shall be submitted to the Contracting Officer and made available to the Contractor's employees as part of its Accident Prevention Plan. A site map shall be attached to the inventory showing where the inventoried hazardous substances are stored. The inventory list and site map shall be updated monthly to assure accuracy.

(e) Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite in accordance with Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

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

(2) Locations of areas where inspections were made.

(3) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

(f) Safety Sign. The Contractor shall furnish, erect, and maintain a safety sign at the site where indicated by the Contracting Officer. The sign shall conform to the requirements of this paragraph and the drawing 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@ 504.862.2663.

(g) Ground Fault Protection Equipment. Electrical equipment used on this contract shall be equipped with ground fault circuit interrupters in accordance with EM 385-1-1, Chapter 11-8.

(h) 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 10 or more persons, both means of egress shall be through standard size 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-inches by 36-inches), which leads to a different exit route. Refer to EM 385-1-1, Chapter 19-8.h.

(i) Emergency Alarms and Signals.

(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 heard distinctly 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.

(2) Signals.

(a) Fire Alarm Signals. The general fire alarm signal shall be in accordance with 46 CFR Ch. I; Subpart E.109.503 of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Sub-Chapter I & Ia.

(b) Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 109.503(b) of the reference cited in subparagraph (2)(a) above.

(c) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

(j) Hurricane Plan. A detailed plan for protection and evacuation of personnel and the construction site, in the event of an impending hurricane or storm, is required as an enclosure to the Contractor's Accident Prevention Plan. This plan shall be submitted to the Contracting Officer, or his/her representative, for review and approval prior to the preconstruction conference. Work being performed to satisfy the Hurricane Plan will not be measured for payment. Payment for all work associated with the Hurricane Plan, and providing the equipment required for the duration specified, shall be distributed amongst the existing bid items. The Hurricane Plan shall include at least the following:

(1) The time each phase of the plan will be put in 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.

(2) The estimated time necessary to secure and evacuate the site including any emergency flood protection.

(3) The safe harbor for personnel and plant specifically identified.

(4) The name of the boat which will be used to move the plant, its type, capacity, speed, and availability.

(5) The estimated time necessary to move the plant to the safe harbor after movement is started.

NOTE: Floating plant, boat, or other marine activities must submit an Emergency Plan for Marine Activities which includes a Severe Weather Plan for Marine Activities per EM 385-1-1, Chapters 19-7.a and 19-7.b.

(k) Hazardous Energy Control Program. The Contractor shall develop, implement, and maintain at the workplace, a written Hazardous Energy Control Program (HECP). Refer to EM 385-1-1, Chapter 12-7.

(l) Access/Haul Road Plan. A written Access/Haul Road Plan is required when access or haul roads are to be used. Work on the haul road must not commence until USACE supervisor/KO or COR has accepted the plan, refer to EM 385-1-1, Chapter 4-7.b.

(m) Cranes. The Contractor (including subcontractors) shall have cage boom guards, insulating links, or proximity warning devices on cranes that will be working adjacent to power lines. These devices shall not alter the requirements of any other regulation of this part - even if such device is required by law or other regulation. Insulating links shall be rated for the energized lines they are working near (EM 385-1-1, Chapter 11-8.t.6.d). Calibration records or stamped date of required manufacturer inspection of proximity warning devices shall be kept on the crane. Additionally, prior to any

work commencing an Activity Hazard Analysis) identifying and satisfying EM 385-1-1, Chapter 2-6, requirements shall be submitted and accepted by the Contracting Officer.

(n) Crane/Derrick and Dragline Certification. The Contractor shall submit a copy of the certification and performance test in accordance with EM-385-1-1, Chapter 16-5.

(o) Emergency Drills. The Contractor shall conduct its drills in accordance with EM 385-1-1, Chapter 19-8.b.

(p) 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, Chapter 16-3.

(q) Dive Plan. If diving is required, the Contractor shall submit a Dive Plan in accordance with EM 385-1-1, Chapter 30-7.

(r) Radiation. If a production meter that uses nuclear materials is being used aboard the dredge, the Contractor shall perform 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 their 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.

(s) Overhead Power Lines. In locations where trucks and other equipment will be passing beneath overhead power lines, the Contractor shall install at least 2 signs on either side of the crossings warning drivers of the overhead lines. The signs shall face both directions of travel. The signs shall have arrows pointing upward and state “Overhead Electric”. The Contractor’s proposed sign design shall be submitted to the Contracting Officer for approval.”

3. PROJECT SIGN

Prior to commencement of work, the Contractor shall construct and erect a Corps of Engineers project sign on the dredge at a location directed by the Contracting Officer. The sign shall be 4 feet by 6 feet in size and shall conform to the requirements of the PROJECT SIGN drawing and installation instructions attached at the end of this section. Include the Army star on the sign. The lettering for the 2 foot by 4 foot section

of the sign with the Corps logo shall be white; all other lettering shall be black. Lettering for the project name shall be Helvetica Bold; all other lettering shall be Helvetica Regular. The sign coordinator is Tim Lacoste @ 504.862.2663. No separate payment will be made for construction and erection of the Corps of Engineers project and safety signs. All costs in connection therewith will be considered an incidental obligation of the Contractor. Upon completion of the work, the sign shall become the property of the Contractor and shall be removed from the job site.

4. SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his/her 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.

5. CONTINUITY OF WORK

No payment will be made for work done in any area designated by the Contracting Officer until the full dimensions required under the contract are secured in the whole of such area, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full dimensions have been secured except by decision of the Contracting Officer. Should any such non-adjacent area be excavated to full dimensions during the operations carried on under the contract, payment for all work therein may be deferred until the required dimensions have been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed.

6. INSPECTION

(a) The presence of the Inspector shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with the specifications. The Contractor shall 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 dredging plant as may be reasonably necessary in inspecting and supervising the work.

(2) Suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the disposal areas.

(b) When the Contractor elects not to work on weekends, holidays or nights, notice shall be given to the Contracting Officer at least 24 hours in advance

thereof. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at his/her expense.

(c) Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due to the Contractor.

7. SHOALING

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, re-dredging at contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

8. ACCOMMODATIONS AND MEALS FOR INSPECTORS

(a) The Contractor shall furnish regularly to inspectors on board the dredge or other craft upon which they are employed a suitable separate room approximately 150 square feet in size for a Corps of Engineers field office and sleeping purposes. 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 (4) feet by six (6) feet, a comfortable chair for each inspector, washing conveniences and daily janitorial services. If the dredge does not have suitable sleeping quarters, the Contractor may elect to obtain a suitable sleeping facility on shore, such as hotel, motel, etc. This will not be a separate cost and will be included in the price of dredging. 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. The entire cost to the Contractor for furnishing, equipping, and maintaining the foregoing accommodations, shall be distributed amongst the existing bid items. 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) See Section 35 20 23.00 12 DREDGING, paragraph “Cellular Telephone and Internet” for cellular wireless broadband service requirements.

9. SEAWORTHINESS CERTIFICATION

EM 385-1-1, Chapter 19-5. 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 Society of Accredited Marine Surveyors (SAMS) and having at least five (5) 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.

10. 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, as defined below, the Contracting Officer, 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 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 this contract, such suspension, delay, or interruption shall be as if ordered by the Contracting Officer under the Contract Clause in Section 00700 entitled, SUSPENSION OF WORK (FAR 52.242-14). 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.

11. STATE TAXES

(a) The bid submitted in response to this Invitation 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 paragraphs (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.

(c) The Contractor shall promptly notify the Contracting Officer 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 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.

12. 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 subcontractors for the main plant and all support plant during the preceding month. This information may be consolidated and shall be included in the applicable forms attached at the end of Section 35 20 23.00 12, DREDGING entitled attachment Report of Operations-Pipelines, Dipper or Bucket Dredges, MVN Form 4267; or in the Report of Operations-Hopper Dredges, ENG Form No. 27A (costs) attached link to fillable Eng Form No. 27A below:

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_27A_2025Mar%20-%20Final.pdf

13. 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 drawings, 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 drawings, 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 its representative in writing. 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 calendar 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 ($100,000.00) 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) The Contractor is not allowed to utilize the Corps of Engineers Venice Sub-office or harbor for parking and/or getting on and off boats.

14. CONTRACT COORDINATION

The Contractor shall assist the Government with available on-site plant and manpower in monitoring the water quality aspects of the dredging and disposal operations. This assistance shall consist of, but not be limited to, furnishing boat transportation, temporary storage of samples, etc.

15. 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. 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 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 employment of the Contractor and whose services have been furnished to the Government.

16. MOBILIZATION OF ATTENDANT PLANT

Pursuant to the Contract Clause in Section 00700 entitled, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (FAR 52.211-10), 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 (1) or more of the following actions by the Contracting Officer: reasonable suspension (without Government cost) of work until required plant is provided; formulation of credit to offset deficient plant; imposition of liquidated damages for late overall completion of the contract after excusable delays, if any. The Government's rights under any other Contract Clause are preserved.

17. ACCESS PLAN

The Contractor shall submit an Access Plan to be reviewed and approved by the Contracting Officer to include, as a minimum, the following:

(a) Layout drawings showing the location of all equipment, office structures, toilets, and storage areas for materials.

(b) Show mobilization and demobilization routing and locations of large equipment, such as draglines, cranes, and etc. while on the jobsite.

(c) Show waterway channels or canals used to mobilize and demobilize equipment and materials and show access routes and docking areas of all marine equipment with respect to the jobsite.

(d) Airboats and small outboards shall be used whenever practical to reduce the usage of marsh buggies. Existing trails and canals shall be utilized whenever possible. Marsh buggy use shall be limited to the construction limits of the project features.

18. SUPERVISION

At all times during performance of this contract and until the work is completed and accepted by the Government, 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.

19. PRE-BID SITE VISIT

Prior to the submission of any bids, all perspective bidders are highly encouraged to visit the project site location to become familiar with the project requirements. Failure to visit the project site will not disqualify a bid; however, the bidder is required to comply with the terms and conditions of any resultant contract by reason of such failure. In no event will a failure to inspect the site constitute grounds for a claim after contract award.

20. AERIAL PHOTOGRAPHY DOCUMENTATION

The Contractor shall provide aerial photography documentation of the worksite and construction activities during the contract duration. Use of uncrewed aircraft (drone) to accomplish aerial photography documentation must be performed in accordance with EM 385-1-1 Chapter 33, which defines restrictions on flight safety, types of equipment and coordination/flight clearance requirements for UAS (drone) operations. At a minimum, the proposed disposal areas shall be flown three (3) times; namely: prior to initiation of dredging, at the approximate mid-point of the dredging operations, and upon completion of disposal activities. During the mid-point flight(s), in addition to a general overview, the significant features of work (dredge plant, 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, during, 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 (1) date of photography, (2) Photographic company name, and (3) Contract Number. Photographer shall have a minimum of 3 years' experience. The Government shall be granted unlimited use of all images without further costs. No measurement will be made for aerial photography documentation. Payment will be made at the contract job price for "Aerial Photography Documentation". Price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment required for performing aerial photography documentation; including licensing and insurance; as specified herein.

21. WORK IN THE VICINITY OF OTHER GOVERNMENT CONTRACTORS

The Contractor shall coordinate his/her staging operations, access routes, and construction requirements with any Contractor currently performing work in the general vicinity. Any disputes or disagreements arising from area use shall be brought to the attention of the Contracting Officer, who will then make a determination for operational procedures. Determinations made by the Contracting Officer shall be binding on all parties concerned.

22. CONTRACTOR PERFORMANCE EVALUATIONS – CONSTRUCTION

In accordance with the provisions of Subpart 36.201 (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 $150,000.00, 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 web site: 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.

23. SECURITY REQUIREMENTS

a. Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something). The Contractor will not have access to the CORPS network. This is an unclassified contract, and the Contractor will not have access to critical information. The Contractor and all associated sub-contractors shall receive locally developed training provided by the New Orleans District Security Office on the Local Suspicious Activity Reporting Program. This training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity relating to the project manager, security representative or law enforcement entity. The Contractor shall provide local background checks to New Orleans District Security Office before performing work. Point of contact is Sean Watson, 504.862.1532. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance. The results of this training shall be reported to the COR within 5 calendar days after the completion of the training.

b. Pre-Screen Candidates Using E-Verify Program. The Contractor shall pre-screen Candidates using the E-verify Program (https://www.uscis.gov/e-verify) website to meet the established employment eligibility requirements. The Contractor shall ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates shall be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals shall complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. The completed Form I-9 shall be provided to the Contracting Officer and shall become part of the official contract file.

24. REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract and the requirements as defined within USACE EM 385-1-1, the Contractor shall comply with all pertinent federal, state, and local laws, ordinances, criteria, rules, and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations and referenced documents vary, the most stringent requirements shall apply.

25. SEAGOING BARGE ACT

The Seagoing Barge Act (46 U.S.C. 395 et seq) applies to this project. The Contractor shall comply with all U.S. Coast Guard Regulations pertaining to the Seagoing Barge Act.

26. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This clause does not apply to terminations.

(b) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or Subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of Engineering Pamphlet (EP) 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(2) (ii) and FAR 31.205-36, Rental Costs. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the simplified acquisition threshold (SAT), the Contracting Officer will request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

NOTE: A copy of the “CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE” for 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

27. DATUM RELATIONSHIPS

This paragraph provides datum relationships between the authorized Mean Low Gulf (MLG) datum and the National Spatial Reference System (NSRC). This information is provided to comply with the requirements outlined in Engineering Manual, EM 1110-2-6056

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_1110-2-6056.pdf.

The datum relationships are shown as follows:

→ Mississippi River at Head of Passes WH-7 (01545 OD)
0.0' Gage Datum = 0.00 NAVD88 (2009.55) = +3.18' MLG = -0.32' MLLW (2012-2016)

→ Mississippi River at Head of Passes (01545)
0.0' Gage Datum = 0.15' NAVD88 (2009.55) = +3.03' MLG = -0.47' MLLW (2012-2016)

→ South Pass at DM 10 (01840)
0.0' Gage Datum = 0.0' NAVD88 (2009.55) = +3.5' MLG = 0.0' MLLW (2012-2016)

→ Port Eads (01850)
0.0' Gage Datum = -0.34 NAVD88 (2009.55) = +3.5' MLG = 0.0' MLLW (2012-2016)

PROJECT CONTROL POINTS

The following information describes the project control points (PCPs). These benchmarks have been incorporated in the NSRS database.

→ **DESIGNATION:** **PILOT**
PID: BBCM63

LAT/LON:	N 29 10 42.813	W 89 15 31.687	NAD83 (2011)
NORTH/EAST:	N 252,767.33'	E 3,942,860.57'	SPC LA S (US feet)
ELEVATION:	5.52 feet		NAVD88 (2009.55)
MARKER:	SURVEY DISK		
STAMPING:	PILOT		

DESCRIPTION: The station is located in Plaquemines Parish, 8.6 miles Southeast of Venice, LA, 44.3 miles East-Southeast of Grand Isle, LA, and 0.2

miles South-Southwest of Pilottown, LA. To reach the station from the intersection of the Mississippi River and Grand Pass in Venice, LA, go South down the Mississippi River 8.5 miles to the station on the left. The station is a survey disk set on the Southwest corner of a concrete helicopter pad, 4.6 feet North-Northeast of the Southwest corner of the concrete pad, 27.7 feet South-Southeast of the Northwest corner of the concrete pad, and 24.9 feet Southwest of the Southeast corner of the concrete pad.

→ **DESIGNATION:** **PBM EADS**
PID: BBCG22

LAT/LON:	N 29 01 01.54485	W 89 10 16.00196	NAD83 (2011)
NORTH/EAST:	N 194,577.84'	E 3,971,949.05'	SPC LA S (US feet)
ELEVATION:	1.02 feet		NAVD88 (OPUS 2014)
MARKER:	SURVEY DISK		
STAMPING:	EADS		

DESCRIPTION: 3-inch Brass Survey Disk Located near Port EADS, LA on South Pass, Mississippi River. Mark is located Near 3 Camps at the intersection of South Pass and Port EADS Canal. Mark is 29 Feet Southwest of Shed, 26 Feet Southeast of a Light Pole, and 22 Feet Northeast of a palm tree.

ACCIDENT PREVENTION PLAN

FUEL OIL TRANSFER -- FLOATING PLANT

U.S. Army Engineer District, New Orleans

EM 385-1-1, Chapter 19-8.d

1) Contractor	2) Contract Name & Number	3) Date	
4) Officer in Charge of Fuel Transfer	4a) Name of Vessel	4b) Fuel to be Transferred	
5) Name of Vessel	5a) Names of Qualified Tankermen	5b) Type of Certification and expiration date	

6) Name of Vessel	6a) Type of fill nozzle or connection on Vessel	6b) Location of fill pipes openings	6c) Location of vents openings	

7) Type, number, and size of fire fighting equipment to be available during fuel transfer operations.	
8) Sequential steps to be followed when taking on fuel.	

Contractor's Signature	Date	C.O. or C.O.R. Signature	Date	

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

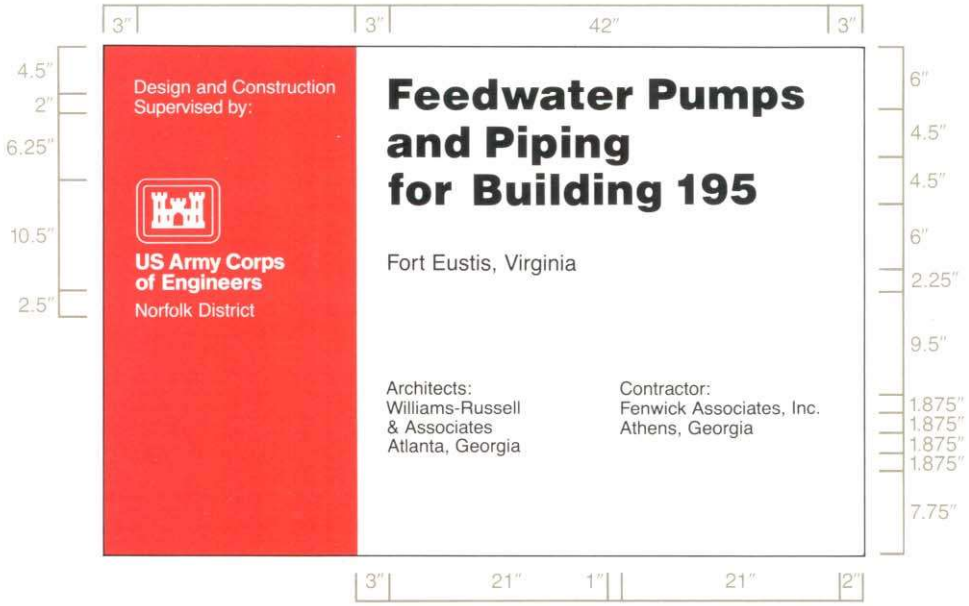
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3″ Helvetica Bold
Maximum line length: 42″

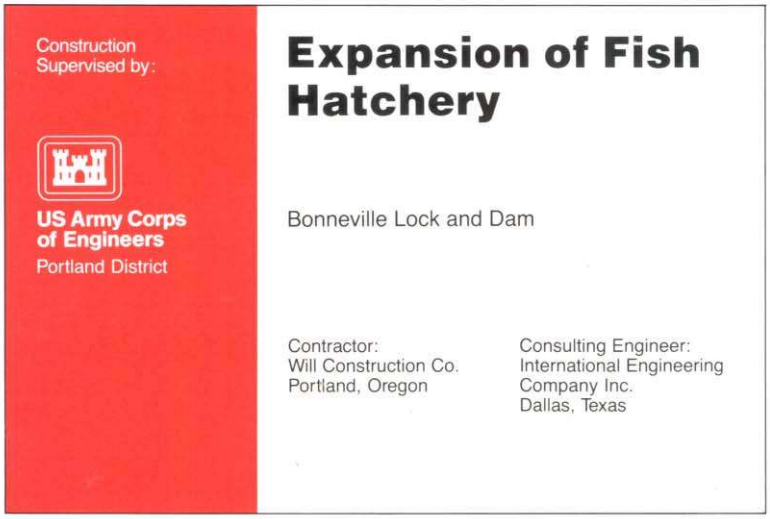
Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5″ Helvetica Regular
Maximum line length: 42″

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

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

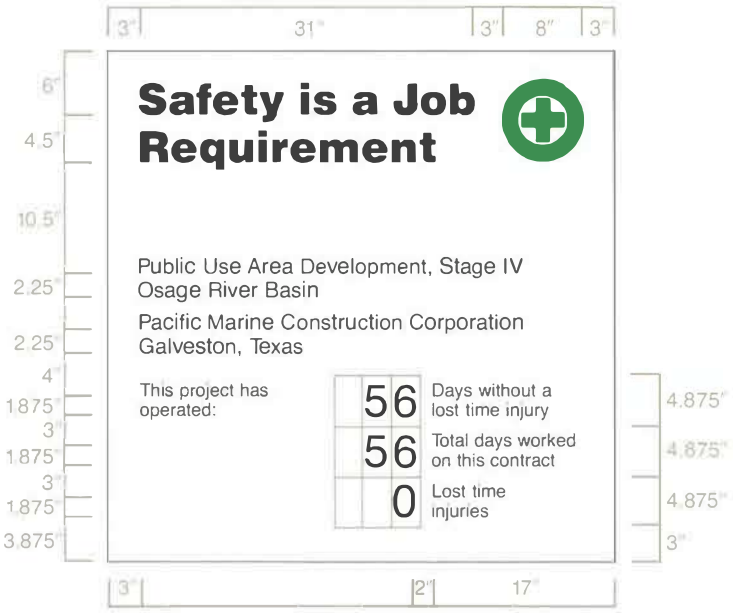
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

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"

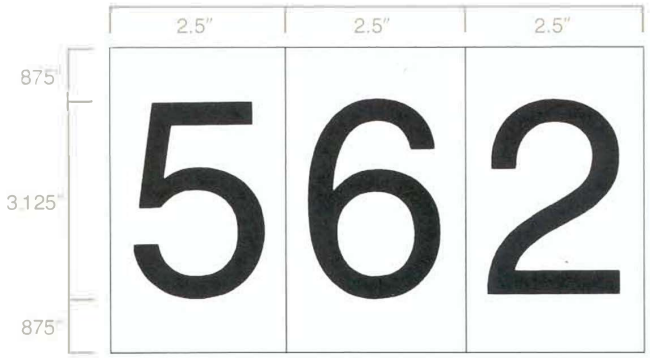
Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

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.

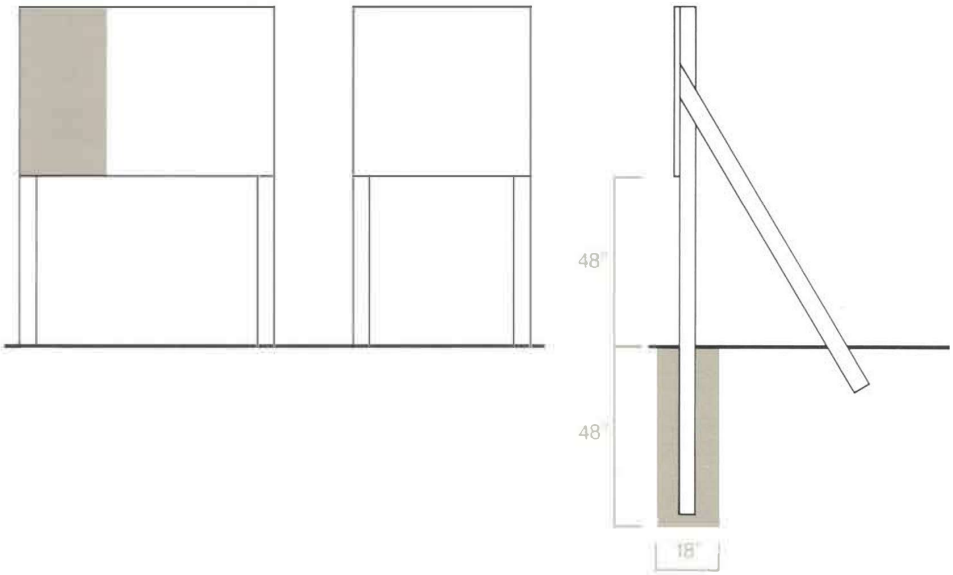
The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction 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. Embed 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. _____

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

Example

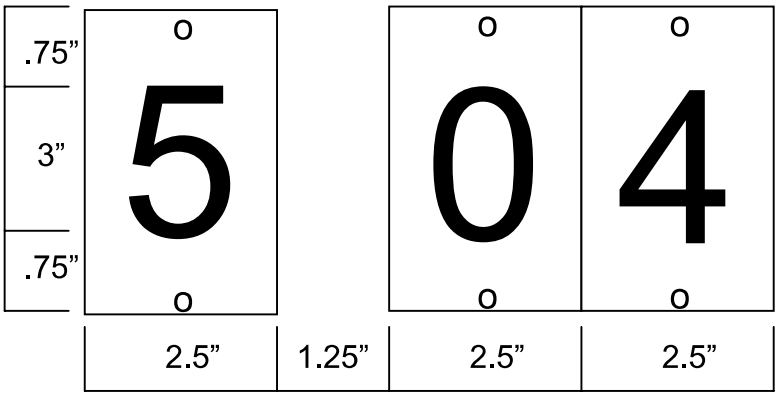
Gap Closures at Pump Station #3,
Interim Protection Plan, Phase 1

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

This project started	3	5	0 4	4.875”
Date since last Lost time accident				4.875”
Total lost time injuries			0	4.5”

3”

3” | 21” | 24”



(NOT TO SCALE)

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 33 00

SUBMITTAL PROCEDURES

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1.2 DEFINITIONS
1.2.1 Submittal Descriptions (SD)
1.2.2 Approving Authority
1.2.3 Work
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1.9 SCHEDULING
1.10 TRANSMITTAL FORM (ENG FORM 4025)
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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for submittal requirements as specified herein. Payment 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.

1.2 DEFINITIONS

1.2.1 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by SD numbers and titles as follows.

SD-01 Preconstruction Submittals

Certificates of insurance.
Surety bonds.
List of proposed subcontractors.
List of proposed products.
Construction Progress Schedule.
Submittal register.
Schedule of prices.
Health and safety plan.
Work plan.
Quality control plan.
Environmental protection plan.
Traffic Control Plan.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-05 Design Data

Design calculations, mix designs, analyses or other data pertaining to a part of work.

SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by

responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

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

Confined space entry permits.

Text of posted operating instructions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and must state the test results; and indicate whether the material, product, or system has passed or failed the test.

Factory test reports.

SD-11 Closeout Submittals

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

1.2.2 Approving Authority

Office or designated person authorized to approve submittal.

1.2.3 Work

As used in this section, on-site and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Submittal Register; G

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 in section 00700 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

They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.5 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that . Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved 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.

1.6 DISAPPROVED SUBMITTALS

The Contractor shall respond to all concerns expressed by the Contracting Officer and promptly make any corrections necessary to address those concerns. The Contractor shall promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause in Section 00700 entitled, CHANGES (FAR 52.243-4), shall be given promptly to the Contracting Officer.

1.7 GENERAL

The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288) or specified in the other sections of these specifications. The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's,

manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

1.8 SUBMITTAL REGISTER

At the end of this section is a Submittal Register showing items of equipment and materials for which submittals are required by the specifications; this Submittal Register may not be all inclusive and additional submittals may be required. The Contractor shall maintain a Submittal Register for the project in accordance with Section 01 45 00.15 10, RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM). The Government will provide the initial Submittal Register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall track all submittals.

1.9 SCHEDULING

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

1.10 TRANSMITTAL FORM (ENG FORM 4025)

The transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government-approved and information-only submittals in accordance with the instructions on the reverse side of the form. 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 contract specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item. In order to expedite review of submittals, an electronic copy of all submittals shall be sent to the Contracting Officer's Representative along with the hard copies. Each submittal shall be submitted, with its complete backup material, in paper and electronic (.pdf) form. Each submittal shall be submitted in electronic form. Electronic files shall be .pdf, .dgn, .docx, or other format acceptable to the Contracting Officer's Representative.

1.11 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.11.1 Procedures

1.11.2 Deviations

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

1.12 CONTROL OF SUBMITTALS

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

1.13 GOVERNMENT APPROVED SUBMITTALS

All submittals shall be received through RMS, including any attachments. Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. The Contractor shall provide at least one (1) hard copy to the Government Inspector of all submittals. This copy will be retained by the Contracting Officer. If the Contractor requires the return of any hard copies for their records, these copies shall be provided in addition to the one (1) Government copy at the time of submittal.

1.14 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. The Contractor shall also submit electronic copies (i.e., .pdf files) of all submittals to expedite the review and approval process.

1.15 STAMPS

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

CONTRACTOR

(Firm Name)

_____ Approved

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

SIGNATURE: _____

TITLE: _____

DATE: _____

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
South Pass Maintenance Dredging

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 33 00	SD-01 Preconstruction Submittals															
			Submittal Register	1.7	G													
		01 35 26	SD-01 Preconstruction Submittals															
			Accident Prevention Plan (APP)	1.9	G													
			Dive Operations Plan	1.17	G													
			SD-06 Test Reports															
			Accident Reports	1.13.2	G													
			LHE Inspection Reports	1.13.3														
			Monthly Exposure Reports	1.6	G													
			SD-07 Certificates															
			Activity Hazard Analysis (AHA)	1.10	G													
			Certificate of Compliance	1.13.4														
			Hot Work Permit	1.14														
			License Certificates	1.15														
			Portable Gauge Operations	1.15.1	G													
			Planning Worksheet															
			Radiography Operation Planning	1.15.1	G													
			Work Sheet															
			Standard Lift Plan	1.13.4	G													
		01 45 04.00 10	SD-01 Preconstruction Submittals															
			Contractor Quality Control Plan	3.2	G CD													
		01 57 20.01 12	SD-01 Preconstruction Submittals															
			Environment Pollution Control	1.6.1	G ODT													
			Plan															
			Environment Pollution Control	1.6.1	G ODT													
			Plan															

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
South Pass Maintenance Dredging

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAG # RAPH	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 57 20.01 12	SD-02 Shop Drawings															
			Bird Nesting Prevention Plan	3.3.1.3	G ODT													
		01 78 02.00 10	SD-02 Shop Drawings															
			As-Built Drawings	1.3.1	G EDC													
			As-Built Drawings	1.3.1	G EDC													
		02 21 10.00 12	SD-02 Shop Drawings															
			Preliminary Field Surveys	3.1.3	G CD													
			Before and After Dredging Cross	3.1.4														
			Sections															
			Disposal Area Surveys	3.1.6.2														
			SD-05 Design Data															
			Compiled Survey Data CD Disk	1.6.5.2														
			Preliminary Field Surveys	3.1.3	G EDC													
			Preliminary Field Surveys	3.1.3	G EDC													
			Before and After Dredging Cross	3.1.4														
			Sections															
			Disposal Area Surveys	3.1.6.2														
			SD-09 Manufacturer's Field															
			Reports															
			Calibration checks	3.1.1														
		35 20 23.00 12	SD-01 Preconstruction Submittals															
			Dredge Plant Data	1.9.2														
			Plan of Operation	3.2.2	G ED													
			Disposal of Dredged Material	3.3.1	G ED													
			Access Plan	1.7.4	G ED													
			Construction Schedule	1.7.3	G CT													

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
South Pass Maintenance Dredging

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		35 20 23.00 12	SD-07 Certificates															
			Certified Letter	3.2.2	G	EDC												
			SD-11 Closeout Submittals															
			Report of Operations	1.7.2	G	EDC												
		35 20 23.33	SD-01 Preconstruction Submittals															
			Dredge Plant Instrumentation	1.5	G	OM												
			Plan															
			SD-07 Certificates															
			National Dredging Quality	1.4	G	EDC												
			Management Program															
			Certification															

U.S. Army Corps of Engineers (USACE)

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.

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

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1.8.1.2 Duties of SSHO
1.8.1.3 Safety Meetings
1.8.2 Roles and Responsibilities of Prime Contractor and SSHO
1.8.3 Contract Site Safety And Health Officer(s)(SSHOs) Minimum Requirements
1.8.4 Dredging Contract Site Safety and Health Officer(s)(SSHOs) Requirements
1.8.4.1 Dredging SSHO Personnel Requirements
1.8.5 Competent Person for Confined Space Entry
1.8.6 Preconstruction Conference
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1.9.1 Accident Prevention Plan (APP)
1.9.2 Names and Qualifications
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1.14.1 Permit and Personnel Requirements
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1.15 RADIATION SAFETY REQUIREMENTS
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3.1.3 Unforeseen Hazardous Material
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3.4.2 Lockout/Tagout Isolation
3.4.3 Lockout/Tagout Removal
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3.5.1.1 Additional Personal Fall Protection Measures
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3.7.2 Qualifications
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3.7.4 Grounding
3.7.5 Testing

-- End of Section Table of Contents --

SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No seperate measurement or payment will be made for the safety requirements as specified herein. Payment for work covered under this section shall be distributed throughout the existing bidding schedule items.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ANSI/ASSP A10.34	(2021) Protection of the Public on or Adjacent to Construction Sites
ANSI/ASSP A10.44	(2020) Control of Energy Sources (Lockout/Tagout) for Construction and Demolition Operations

ASTM INTERNATIONAL (ASTM)

ASTM F855	(2020) Standard Specifications for Temporary Protective Grounds to Be Used on De-energized Electric Power Lines and Equipment

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 1048	(2016) Guide for Protective Grounding of Power Lines
IEEE C2	(2023) National Electrical Safety Code

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)

ANSI/ISEA Z89.1	(2014; R 2019) American National Standard for Industrial Head Protection

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA Z535.2	(2011; R 2017) Environmental and Facility Safety Signs

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 51B	(2024) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work

NFPA 70	(2023; ERTA 7 2023; TIA 23-15) National Electrical Code
NFPA 70E	(2024) Standard for Electrical Safety in the Workplace
NFPA 241	(2022) Standard for Safeguarding Construction, Alteration, and Demolition Operations
NFPA 306	(2024) Standard for the Control of Gas Hazards on Vessels

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety and Occupational Health Requirements

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

10 CFR 20	Standards for Protection Against Radiation
29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1915	Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
29 CFR 1926	Safety and Health Regulations for Construction
49 CFR 173	Shippers - General Requirements for Shipments and Packagings
CPL 2.100	(1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

1.3 DEFINITIONS

The following definitions are for the convenience of the reader. If there is a referenced document in the text of this specification section, that is the document that should define terms for that paragraph. If further clarification is needed, contact the Contracting Officer.

1.3.1 Site Safety and Health Officer (SSHO)

A Contractor Employee that is responsible for overseeing and ensuring implementation of the prime Contractor's Safety and Occupational Health (SOH) program according to the Contract, EM 385-1-1, applicable federal, state, and local requirements.

1.3.1.1 Level One SSHO

A designated employee with full-time SOH responsibility that meets and follows the requirements of EM 385-1-1.

1.3.1.2 Level Two SSHO

A designated employee with Level Two SSHO responsibility that meets and follows the requirements of EM 385-1-1. Level Two SSHOs cannot be assigned to projects that have a residual Risk Assessment Code (RAC) of high or extremely high.

1.3.1.3 Level Three SSHO

A designated Qualified Person or Competent Person with SOH responsibility that meets and follows the requirements of EM 385-1-1. Level 3 SSHOs cannot be assigned to projects that have a residual RAC of high or extremely high.

1.3.1.4 Alternate SSHO

An employee that meets the definition of the contract-required level SSHO, but is not the primary SSHO.

1.3.2 Competent Person (CP)

The CP is a person designated in writing, who, through training, knowledge and experience, is capable of identifying, evaluating, and addressing existing and predictable hazards in the working environment or working conditions that are unsanitary, hazardous, or dangerous to personnel, and who has authorization to take prompt corrective measures to eliminate them.

1.3.3 Qualified Person (QP)

The QP is a person designated in writing, who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems related to the subject matter, the work, or the project.

1.4 SUBMITTALS

Government Acceptance or Approval does not remove responsibility from the Contractors for their actions or liability.

Government approval is required for submittals with a "G" classification. Submittals not having a "G" classification are for Contractor Quality Control approval. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G

Dive Operations Plan; G

SD-06 Test Reports

Accident Reports; G

LHE Inspection Reports

Monthly Exposure Reports; G

SD-07 Certificates

Activity Hazard Analysis (AHA); G

Certificate of Compliance

Hot Work Permit

License Certificates

Portable Gauge Operations Planning Worksheet; G

Radiography Operation Planning Work Sheet; G

Standard Lift Plan; G

1.5 PUBLIC HEALTH EMERGENCIES

In the event of a declared public health emergency, follow safety precautions as required by the Occupational Safety and Health Administration (OSHA) www.osha.gov, the Centers for Disease Control and Prevention (CDC) www.cdc.gov, and as required by federal, state and local requirements.

1.6 MONTHLY EXPOSURE REPORTS

Provide a Monthly Exposure Report by the fifth of each month. This report is a compilation of employee-hours worked each month for all site workers, both Prime and subcontractor. Failure to submit the report may result in retention of up to 10 percent of the progress payment.

1.7 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this Contract, comply with the most recent edition of USACE EM 385-1-1, and the following federal, state, and local laws, ordinances, criteria, rules and regulations at the date of the Solicitation for this Contract. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

1.8 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

1.8.1 Site Safety and Health Officer (SSHO)

1.8.1.1 Qualifications of SSHO

All SSHOs will have met the training, experience requirements identified in the EM 385-1-1 and this Contract.

1.8.1.2 Duties of SSHO

All SSHOs will carry out the roles and responsibilities as identified in this Contract and the EM 385-1-1. All SSHOs will be designated on an ENG Form 6282, provided by the Contracting Officer. Superintendent, QC Manager, and SSHO are subject to dismissal if their required duties are not

being effectively carried out. If either the Superintendent, QC Manager, or SSHO are dismissed, project work will be stopped and will not be allowed to resume until a suitable replacement is approved and the above duties are again being effectively carried out.

1.8.1.3 Safety Meetings

Conduct safety meetings to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent Safety and Occupational Health (SOH) training and motivation. Conduct meetings at least once a month for all supervisors at the project location. The SSHO, supervisors, or foremen must conduct meetings at least once a week for the trade workers. Document meeting minutes to include the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Maintain documentation on-site and furnish copies to the Contracting Officer on request. Notify the Contracting Officer of all scheduled meetings 7 calendar days in advance.

1.8.2 Roles and Responsibilities of Prime Contractor and SSHO

The Prime Contractor and SSHO must ensure that the requirements of all applicable OSHA and EM 385-1-1 are met for the project. The Prime Contractor must ensure an SSHO or an equally qualified Alternate SSHO(s) is at the worksite at all times to implement and administer the Contractor's safety program and Government accepted Accident Prevention Plan. If the required SSHO has to temporarily (that is, up to 24 hours / 1 day) leave the site of work due to unforeseen or emergency situations, a Level One, Two, or Three SSHO may be used in the interim and must be on the site of work at all times when work is being performed.

If the SSHO must be off-site for a period longer than 24 hours / 1 day, a qualified alternate that meets the contract requirements must be onsite.

a. Prime contractor must ensure all SSHOs will:

(1) Are designated on an ENG Form 6282.

(2) Meet minimum training and experience requirements identified in EM 385-1-1.

(3) Execute roles and responsibilities identified in EM 385-1-1.

1.8.3 Contract Site Safety And Health Officer(s)(SSHOs) Minimum Requirements

Provide a minimum of one Level One SSHO that meets the requirements of EM 385-1-1 for this project.

1.8.4 Dredging Contract Site Safety and Health Officer(s)(SSHOs) Requirements

1.8.4.1 Dredging SSHO Personnel Requirements

a. Provide a minimum of one primary Level One SSHO assigned for the primary shift.

Note: Hopper Dredges with U.S. Coast Guard, credentialed crews the prime contractor may designate a Level Two SSHO in lieu of having a Level one SSHO onboard.

b. For a project involving multiple work shifts, provide a minimum of a LevelOne SSHO for each additional shift.

c. For individual dredging projects the prime contractor will designate additional Level Three SSHOs at locations where the primary Level One SSHO is not located (example: on dredge, tug, material placement site).

Examples 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.)

d. Designated SSHOs must be present at the project site, located so that they have full mobility and reasonable access to all major work operations and must be available during their shift for immediate verbal consultation and notification.

e. Designated Level One and Two SSHOs must have direct report authority to a senior project (or corporate) management official.

f. Designated Level Three SSHOs must report potential safety and occupational health hazards, incidents, and concerns to the Level One or Two SSHO on shift.

g. Level One and Level Two SSHOs for dredging must have a minimum of 3 years experience in one of the following areas:

(1) Supervising/managing dredging activities.

(2) Supervising/managing marine construction activities.

(3) Supervising/managing land-based construction activities.

(4) Work managing safety programs or processes.

(5) Conducting hazard analyses and developing controls in activities or environments with similar hazards.

1.8.5 Competent Person for Confined Space Entry

Provide a CP for Confined Space Entry who meets the requirements of EM 385-1-1 and herein. The CP for Confined Space Entry must supervise the entry into each confined space in accordance with EM 385-1-1.

Since this work involves operations that handle combustible or hazardous materials, this person must have the ability to understand and follow through on the air sampling, Personal Protective Equipment (PPE), and instructions of a Marine Chemist, Coast Guard authorized persons, or Certified Industrial Hygienist. Confined space and enclosed space work must comply with NFPA 306, 29 CFR 1915, "Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment," or as applicable in

29 CFR 1910 for general industry, 29 CFR 1926 for construction.

1.8.6 Preconstruction Conference

a. Contractor representatives who have a responsibility or significant role in accident prevention on the project must attend the preconstruction conference. This includes the project superintendent, Site Safety and Occupational Health Officer, quality control manager, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the Contract. This list of proposed AHAs will be reviewed and an agreement will be reached between the Contractor and the Contracting Officer as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, and Government review of AHAs to preclude project delays. The creation of the APP and Schedule will be created after being given Notice to Proceed.

c. Deficiencies in the submitted APP, identified during the Contracting Officer's review, must be corrected, and the APP re-submitted for review prior to the start of construction. Work is not permitted to begin until an APP is established that is acceptable to the Contracting Officer.

1.9 ACCIDENT PREVENTION PLAN (APP)

1.9.1 Accident Prevention Plan (APP)

Submit the Accident Prevention Plan (APP) for review and acceptance by the Government within 15 calendar days after given Notice of Award of this contract. A competent person must prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of EM 385-1-1, ENG Form 6293, and herein. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP must interface with the Contractor's overall safety and occupational health program referenced in the APP in the applicable APP element, and made site-specific. Describe the methods to evaluate past safety performance of potential subcontractors in the selection process. Also, describe innovative methods used to ensure and monitor safe work practices of subcontractors. The Government considers the Prime Contractor to be the "controlling employer" for all worksite safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the Contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP must be signed in accordance with the APP and ENG Form 6293 Accident Prevention Plan Worksheet. The SSHO must provide and maintain the APP and a log of signatures by each subcontractor foreman, attesting that they have read and understand the APP, and make the APP and log available on-site to the Contracting Officer. If English is not the foreman's primary language, the Prime Contractor must provide an interpreter.

Submit the APP to the Contracting Officer at least 7 calendar days prior to

the date of the preconstruction conference for acceptance. Submit the APP to the Contracting Officer within 30 calendar days of Contract award and not less than 10 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. Once reviewed and accepted by the Contracting Officer, the APP and attachments will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP is cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Changes to the accepted APP must be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and Quality Control Manager. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered. Should any severe hazard exposure (i.e., imminent danger) become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate and remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSP A10.34), and the environment.

1.9.2 Names and Qualifications

Provide plans in accordance with the requirements outlined in EM 385-1-1, including the following:

a. Names and qualifications (resumes including education, training, experience and certifications) of site safety and health personnel designated to perform work on this project to include the designated Site Safety and Health Officer and other competent and qualified personnel to be used. Specify the duties of each position.

b. As a minimum, designate and submit qualifications of Competent Persons (CP) for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; and personal protective equipment and clothing to include selection, use and maintenance. Designate and submit qualifications for additional CPs as applicable to the work performed under this Contract.

1.10 ACTIVITY HAZARD ANALYSIS (AHA)

Before beginning each activity, task or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting to the Contracting Officer. AHAs must be signed by the SSHO, Superintendent, QC Manager and the subcontractor Foreman performing the work. Format the AHA in accordance with EM 385-1-1 or as directed by the Contracting Officer. Submit the AHA for review at least 15 working days prior to the start of each activity task, or DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented.

AHAs must identify competent persons required for phases involving high risk activities, including confined entry, crane and rigging, excavations, trenching, electrical work, fall protection, and scaffolding.

1.10.1 AHA Management

Review the AHA list periodically (at least monthly) at the Contractor supervisory safety meeting, and update as necessary when procedures, scheduling, or hazards change. Use the AHA during daily inspections by the SSHO to ensure the implementation and effectiveness of the required safety and health controls for that work activity.

1.10.2 AHA Signature Log

Each employee performing work as part of an activity, task or DFOW must review the AHA for that work and sign a signature log specifically maintained for that AHA prior to starting work on that activity. The SSHO must maintain a signature log on site for every AHA. Provide employees whose primary language is other than English, with an interpreter to ensure a clear understanding of the AHA and its contents.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in paragraph REFERENCES. Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors must arrange for their own emergency medical treatment in accordance with EM 385-1-1. The Government has no responsibility to provide emergency medical treatment.

1.13 NOTIFICATIONS AND REPORTS

1.13.1 Accident Notification

Notify the Contracting Officer in accordance with the EM 385-1-1 Accident Reporting Timeline.

Table
Accident Reporting Required Timeline

Accident Type	Notify KO or COR	Complete Final Accident Report on ENG 3394 and provide to KO or COR
Fatality, in-patient hospitalization, amputation, eye loss, or property damage over $600,000.	Immediately, no later than (NLT) 8 Hours	Within 7 Days
All other accidents and near misses	Immediately, no later than (NLT) 24 Hours	Within 7 Days

Within notification include Contractor name; Contract title; type of

Contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (for example, type of construction equipment used and PPE used). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. Assist and cooperate fully with the Government's investigation(s) of any accident or near miss.

1.13.2 Accident Reports

a. Near Misses: Near miss reports are considered positive and proactive Contractor safety management actions.

1.13.3 LHE Inspection Reports

Submit LHE inspection reports required in accordance with EM 385-1-1 and as specified herein with Daily Reports of Inspections.

1.13.4 Certificate of Compliance and Pre-lift Plan/Checklist for LHE and Rigging

Provide a Certificate of Compliance for LHE entering an activity under this Contract and in accordance with EM 385-1-1. Post certifications on the crane.

Develop a Standard Lift Plan (SLP) in accordance with EM 385-1-1 and using Standard Pre-Lift Crane Plan/Checklist for each lift planned. Submit SLP to the Contracting Officer for approval within 15 calendar days in advance of planned lift.

1.14 HOT WORK PERMIT

1.14.1 Permit and Personnel Requirements

Submit and obtain a written permit prior to performing "Hot Work" (i.e., welding or cutting) or operating other flame-producing/spark producing devices. A permit is required from the Explosives Safety Office for work in and around where explosives are processed, stored, or handled. Contractors are required to meet all criteria before a permit is issued. Provide at least two 20 pound 4A:20 BC rated extinguishers for normal "Hot Work". The extinguishers must be current inspection tagged, and contain an approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch must be trained in accordance with NFPA 51B and remain on-site for a minimum of 1 hour after completion of the task or as specified on the hot work permit.

When starting work in the facility, require personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency phone number. Report any fire, no matter how small, to the responsible agency immediately.

1.14.2 Work Around Flammable Materials

Obtain permit approval from a NFPA Certified Marine Chemist, or Certified Industrial Hygienist for "Hot Work" within or around flammable materials (such as fuel systems or welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, or vaults) that have the potential for

flammable or explosive atmospheres.

Whenever these materials, except beryllium and chromium (VI), are encountered in indoor operations, local mechanical exhaust ventilation systems that are sufficient to reduce and maintain personal exposures to within acceptable limits must be used and maintained in accordance with manufacturer's instruction and supplemented by exceptions noted in EM 385-1-1.

1.15 RADIATION SAFETY REQUIREMENTS

Submit License Certificates, employee training records, and Leak Test Reports for radiation materials and equipment to the Contracting Officer and Radiation Safety Office (RSO) for all specialized and licensed material and equipment proposed for use on the construction project (excludes portable machine sources of ionizing radiation including moisture density and X-Ray Fluorescence (XRF)). Maintain on-site records whenever licensed radiological materials or ionizing equipment are on Government property.

Protect workers from radiation exposure in accordance with 10 CFR 20, ensuring any personnel exposures are maintained As Low As Reasonably Achievable.

1.15.1 Radiography Operation Planning Work Sheet

Submit a Gamma and X-Ray Radiography Operation Planning Work Sheet to Contracting Officer 14 days prior to commencement of operations involving radioactive materials or radiation generating devices. For portable machine sources of ionizing radiation, including moisture density and XRF, use and submit the Portable Gauge Operations Planning Worksheet instead. The Contracting Officer will review the submitted worksheet and provide questions and comments.

Contractors must use primary dosimeters process by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

1.15.2 Site Access and Security

Coordinate site access and security requirements with the Contracting Officer for all radiological materials and equipment containing ionizing radiation that are proposed for use on a government facility. For gamma radiography materials and equipment, a Government escort is required for any travels on the Installation. The Government authorized representative will meet the Contractor at a designated location outside the Installation, ensure safety of the materials being transported, and will escort the Contractor for gamma sources onto the Installation, to the job site, and off the Installation. For portable machine sources of ionizing radiation, including moisture density and XRF, the Government authorized representative will meet the Contractor at the job site.

Provide a copy of all calibration records, and utilization records for radiological operations performed on the site.

1.15.3 Loss or Release and Unplanned Personnel Exposure

Loss or release of radioactive materials, and unplanned personnel exposures must be reported immediately to the Contracting Officer, RSO, and Base Security Department Emergency Number.

1.15.4 Site Demarcation and Barricade

Properly demark and barricade an area surrounding radiological operations to preclude personnel entrance, in accordance with EM 385-1-1, Nuclear Regulatory Commission, and Applicable State regulations and license requirements, and in accordance with requirements established in the accepted Radiography Operation Planning Work Sheet.

Do not close or obstruct streets, walks, and other facilities occupied and used by the Government without written permission from the Contracting Officer.

1.15.5 Security of Material and Equipment

Properly secure the radiological material and ionizing radiation equipment at all times, including keeping the devices in a properly marked and locked container, and secondarily locking the container to a secure point in the Contractor's vehicle or other approved storage location during transportation and while not in use. While in use, maintain a continuous visual observation on the radiological material and ionizing radiation equipment. In instances where radiography is scheduled near or adjacent to buildings or areas having limited access or one-way doors, make no assumptions as to building occupancy. Where necessary, the Contracting Officer will direct the Contractor to conduct an actual building entry, search, and alert. Where removal of personnel from such a building cannot be accomplished and it is otherwise safe to proceed with the radiography, position a fully instructed employee inside the building or area to prevent exiting while external radiographic operations are in process.

1.15.6 Transportation of Material

Comply with 49 CFR 173 for Transportation of Regulated Amounts of Radioactive Material. Notify Local Fire authorities and the site Radiation Safety Officer (RSO) of any Radioactive Material use.

1.15.7 Schedule for Exposure or Unshielding

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

1.15.8 Transmitter Requirements

Adhere to the base policy concerning the use of transmitters, such as radios and cell phones. Obey Emissions control (EMCON) restrictions.

1.16 CONFINED SPACE ENTRY REQUIREMENTS

Confined space entry must comply with EM 385-1-1, 29 CFR 1926, 29 CFR 1910, and Directive CPL 2.100. Any potential for a hazard in the confined space requires a permit system to be used.

1.16.1 Rescue Procedures and Coordination with Local Emergency Responders

Develop and implement an on-site rescue and recovery plan and procedures. The rescue plan must not rely on local emergency responders for rescue from a confined space.

1.17 DIVE SAFETY REQUIREMENTS

Develop a Dive Operations Plan, AHA, emergency management plan, and personnel list that includes qualifications, for each separate diving operation. Submit these documents to the District Dive Coordinator (DDC) via the Contracting Officer, for review and approval at least 25 working days prior to commencement of diving operations. These documents must be at the diving location at all times. Provide each of these documents as a part of the project file.

1.18 SEVERE STORM PLAN SEVERE WEATHER PLAN FOR MARINE ACTIVITIES (SWPMA)

In the event of a severe storm warning, the Contractor must comply with the applicable Storm Plan and:

a. Secure outside equipment and materials and place materials that could be damaged in protected areas.

b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.

c. Ensure that temporary erosion controls are adequate.

PART 2 PRODUCTS

Not Used

2.1 CONFINED SPACE SIGNAGE

Provide permanent signs integral to or securely attached to access covers for new permit-required confined spaces. Signs for confined spaces must comply with NEMA Z535.2. Provide signs with wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" in bold letters a minimum of one inch in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" must be red and readable from 5 feet.

PART 3 EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

Comply with EM 385-1-1, NFPA 70, NFPA 70E, NFPA 241, the APP, the AHA, Federal and State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

PPE is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Safety glasses must be worn or carried/available on each person. Mandatory PPE includes:

a. Head Protection that meets ANSI/ISEA Z89.1

b. Long Pants

c. Appropriate Safety Footwear

d. Appropriate Class Reflective Vests

3.1.1 Worksite Communication

Employees working alone in a remote location or away from other workers must be provided an effective means of emergency communications (i.e., cellular phone, two-way radios, land-line telephones or other acceptable means). The selected communication must be readily available (easily within the immediate reach) of the employee and must be tested prior to the start of work to verify that it effectively operates in the area/environment. Develop an employee check-in/check-out communication procedure to ensure employee safety.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this Contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint, and hexavalent chromium, are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.

3.1.3 Unforeseen Hazardous Material

Contract documents identify materials such as PCB, lead paint, and friable and non-friable asbestos and other OSHA regulated chemicals (i.e., 29 CFR Part 1910.1000). If material(s) that may be hazardous to human health upon disturbance are encountered during demolition, repair, renovation, or construction operations. Stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification.

3.2 UTILITY OUTAGE REQUIREMENTS

Apply for utility outages in sufficient time as to not result in impacts or delays to the project schedule. At a minimum, the written request must include the location of the outage, utilities being affected, duration of outage, any necessary sketches, and a description of the means to fulfill energy isolation requirements in accordance with EM 385-1-1. In accordance with EM 385-1-1, where outages involve Government or Utility personnel, coordinate with the Government on all activities involving the control of hazardous energy.

These activities include, but are not limited to, a review of Hazardous Energy Control Program (HECP) and HEC procedures, as well as applicable Activity Hazard Analyses (AHAs). In accordance with EM 385-1-1 and NFPA 70E, work on energized electrical circuits must not be performed without prior Government authorization. Government permission is considered through the permit process and submission of a detailed AHA. Energized work permits are considered only when de-energizing introduces additional or increased

hazard or when de-energizing is infeasible.

3.3 OUTAGE COORDINATION MEETING

After the utility outage request is approved and prior to beginning work on the utility system requiring shut-down, conduct a pre-outage coordination meeting in accordance with EM 385-1-1. This meeting must include the Prime Contractor, the Prime and subcontractors performing the work, the Contracting Officer, and the Public Utilities representative. All parties must fully coordinate HEC activities with one another. During the coordination meeting, all parties must discuss and coordinate on the scope of work, HEC procedures (specifically, the lock-out/tag-out procedures for worker and utility protection), the AHA, assurance of trade personnel qualifications, identification of competent persons, and compliance with HECP training in accordance with EM 385-1-1. Clarify when personal protective equipment is required during switching operations, inspection, and verification.

3.4 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Provide and operate a Hazardous Energy Control Program (HECP) in accordance with EM 385-1-1, 29 CFR 1910, 29 CFR 1915, ANSI/ASSP A10.44, NFPA 70E.

3.4.1 Safety Preparatory Inspection Coordination Meeting with the Government or Utility

For electrical distribution equipment that is to be operated by Government or Utility personnel, the Prime Contractor and the subcontractor performing the work must attend the safety preparatory inspection coordination meeting, which will also be attended by the Contracting Officer's Representative, and required by EM 385-1-1. The meeting will occur immediately preceding the start of work and following the completion of the outage coordination meeting. Both the safety preparatory inspection coordination meeting and the outage coordination meeting must occur prior to conducting the outage and commencing with lockout/tagout procedures.

3.4.2 Lockout/Tagout Isolation

Where the Government or Utility performs equipment isolation and lockout/tagout, the Contractor must place their own locks and tags on each energy-isolating device and proceed in accordance with the HECP. Before any work begins, both the Contractor and the Government or Utility must perform energy isolation verification testing while wearing required PPE detailed in the Contractor's AHA and required by EM 385-1-1. Install personal protective grounds, with tags, to eliminate the potential for induced voltage in accordance with EM 385-1-1.

3.4.3 Lockout/Tagout Removal

Upon completion of work, conduct lockout/tagout removal procedure in accordance with the HECP. In accordance with EM 385-1-1, each lock and tag must be removed from each energy isolating device by the authorized individual or systems operator who applied the device. Provide formal notification to the Government (by completing the Government form if provided by Contracting Officer's Representative), confirming that steps of de-energization and lockout/tagout removal procedure have been conducted and certified through inspection and verification. Government or Utility locks and tags used to support the Contractor's work will not be removed until the authorized Government employee receives the formal notification.

3.5 FALL PROTECTION PROGRAM

Establish a fall protection program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify roles and responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures in accordance with EM 385-1-1.

3.5.1 Fall Protection Equipment and Systems

Enforce use of personal fall protection equipment and systems designated (to include fall arrest, restraint, and positioning) for each specific work activity in the Site Specific Fall Protection and Prevention Plan and AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1.

Provide personal fall protection equipment, systems, subsystems, and components that comply with EM 385-1-1 and 29 CFR 1926.

3.5.1.1 Additional Personal Fall Protection Measures

In addition to the required fall protection systems, other protective measures such as safety skiffs, personal floatation devices, and life rings, are required when working above or next to water in accordance with EM 385-1-1. Personal fall protection systems and equipment are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall protection systems are required when operating other equipment such as scissor lifts. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, travel, or while performing work.

3.5.1.2 Personal Fall Protection Equipment

Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. The use of body belts is not acceptable. Harnesses must have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Snap hooks and carabineers must be self-closing and self-locking, capable of being opened only by at least two consecutive deliberate actions and have a minimum gate strength of 3,600 lbs in all directions. Use webbing, straps, and ropes made of synthetic fiber. The maximum free fall distance when using fall arrest equipment must not exceed 6 feet, unless the proper energy absorbing lanyard is used. Always take into consideration the total fall distance and any swinging of the worker (pendulum-like motion), that can occur during a fall, when attaching a person to a fall arrest system. Equip all full body harnesses with Suspension Trauma Preventers such as stirrups, relief steps, or similar in order to provide short-term relief from the effects of orthostatic intolerance in accordance with EM 385-1-1.

3.6 EQUIPMENT

3.6.1 Use of Explosives

Explosives must not be used or brought to the project site without prior written approval from the Contracting Officer. Such approval does not relieve the Contractor of responsibility for injury to persons or for

damage to property due to blasting operations.

Storage of explosives, when permitted on Government property, must be only where directed and in approved storage facilities. These facilities must be kept locked at all times except for inspection, delivery, and withdrawal of explosives.

3.7 ELECTRICAL

Perform electrical work in accordance with EM 385-1-1.

3.7.1 Electrical Work

As described in EM 385-1-1, electrical work is to be conducted in a de-energized state unless there is no alternative method for accomplishing the work. In those cases obtain an energized work permit from the Contracting Officer. The energized work permit application must be accompanied by the AHA and a summary of why the equipment/circuit needs to be worked energized. Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Attach temporary grounds in accordance with ASTM F855 and IEEE 1048. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator is allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method.

When working in energized substations, only qualified electrical workers are permitted to enter. When work requires work near energized circuits as defined by NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety footwear, insulating gloves and electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA. Ensure that each employee is familiar with and complies with these procedures and 29 CFR 1910.

3.7.2 Qualifications

Electrical work must be performed by QP with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and Local Certifications or Licenses that a Master or Journeyman Electrician may hold, depending on work being performed, and must be identified in the appropriate AHA. Journeyman/Apprentice ratio must be in accordance with State and Local requirements applicable to where work is being performed.

3.7.3 Arc Flash

Conduct a hazard analysis/arc flash hazard analysis whenever work on or near energized parts greater than 50 volts is necessary, in accordance with NFPA 70E.

All personnel entering the identified arc flash protection boundary must be QPs and properly trained in NFPA 70E requirements and procedures. Unless permitted by NFPA 70E, no Unqualified Person is permitted to approach nearer than the Limited Approach Boundary of energized conductors and

circuit parts. Training must be administered by an electrically qualified source and documented.

3.7.4 Grounding

Ground electrical circuits, equipment and enclosures in accordance with NFPA 70 and IEEE C2 to provide a permanent, continuous and effective path to ground unless otherwise noted by EM 385-1-1.

3.7.5 Testing

Temporary electrical distribution systems and devices must be inspected, tested and found acceptable for Ground-Fault Circuit Interrupter (GFCI) protection, polarity, ground continuity, and ground resistance before initial use, before use after modification and at least monthly. Monthly inspections and tests must be maintained for each temporary electrical distribution system, and signed by the electrical CP or QP.

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SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)
520 N. Northwest Highway
Park Ridge, IL 60018-2187
Ph: 847-699-2929
Fax: 847-768-3434
E-mail: customerservice@asse.org
Internet: http://www.asse.org

ASTM INTERNATIONAL (ASTM)
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
E-mail: service@astm.org
Internet: http://www.astm.org

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)
1901 North Moore Street
Arlington, VA 2ee09-1762
Ph: 703-525-1695
Fax: 703-528-2148
E-mail: isea@safety equipment.org
Internet: http://www.safetyequipment.org/

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
445 Hoes Lane
Piscataway, NJ 08855-1331
Ph: 732-981-0060
Fax: 732-981-1712

E-mail: customer-services@ieee.org
Internet: http://www.ieee.org

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
1300 North 17th Street, Suite 1752
Rosslyn, VA 22209
Ph: 703-841-3200
Fax: 703-841-5900
E-mail: webmaster@nema.org
Internet: http://www.nema.org/

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
1 Batterymarch Park
Quincy, MA 02169-7471
Ph: 617-770-3000
Fax: 617-770-0700
E-mail: webmaster@nfpa.org
Internet: http://www.nfpa.org

U.S. ARMY CORPS OF ENGINEERS (USACE)
Order CRD-C DOCUMENTS from:
U.S. Army Engineer Research & Development Center
ATTN: Materials Testing Center
Building 6000
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Ph: 601-634-2496
Fax: 601-634-3242
E-mail: mtc-info@erdc.usace.army.mil
Internet: http://www.wes.army.mil/SL/MTC/handbook.htm

Order Other Documents from:
USACE Publications Depot
Attn: CEHEC-IM-PD
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
E-mail: mtc-info@erdc@usace.army.mil
Internet: http://gsl.erdc.usace.army.mil/SL/MTC/

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Ph: 202-272-0167
Internet: http://www.epa.gov

--- Some EPA documents are available only from:
National Technical Information Service (NTIS)
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6585
Fax: 703-605-6900
E-mail: info@ntis.gov
Internet: http://www.ntis.gov

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road

College Park, MD 20740-6001
Ph: 866-272-6272
Fax: 301-837-0483
Internet: http://www.archives.gov

Order documents from:
Superintendent of Documents
U.S.Government Printing Office (GPO)
732 North Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800
Fax: 202-512-2104
E-mail: contactcenter@gpo.gov
Internet: http://www.gpoaccess.gov

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RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for resident management system requirements as specified herein. Payment for the work covered under this section shall be distributed throughout the existing bid items.

1.2 REFERENCES

The publications listed below form a part of this section to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety and Occupational Health Requirements
RMS CM Guide	(2025) Resident Management System (RMS) User Manual For Contractors

1.3 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), RMS CM Guide. The term RMS will be used in the remainder of this section for both RMS GM and RMS CM. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. The Contractor accesses RMS to record, maintain, input, track, and electronically share information with the Government throughout the contract period in the following areas:

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

The Contractor must be prepared to transition from the Resident Management System (RMS) to the new Construction Management Platform (CMP) at any time during the period of performance of this contract, once the Government implements this change. The Contractor's obligation to transition from RMS to the CMP system is a requirement of this contract. Therefore, additional time or cost increase to complete this transition will not be considered. In the event of the transition, RMS project information will be migrated to CMP by the government and available in the CMP system. After the transition, the Contractor must utilize the CMP system to perform all

contract administration functions previously required in RMS, including all areas listed above. After the transition, "RMS" and "CMP" will be synonymous for all "Resident Management System" and "RMS" references in this contract's specification. To facilitate the transition from RMS to CMP, online training for the CMP system will be made available to the Contractor with enough time to train staff, prior to the transition occurring.

1.3.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible. Some documents such as correspondence, including pay requests and payrolls, may be required in paper format with original signatures. Paper documents will govern in the event of discrepancy with the electronic version. Contracting Officer will determine which documents require submission of paper copies.

1.3.2 Other Factors

Other portions of this document have a direct relationship to the reporting accomplished through RMS. Particular attention is directed to FAR 52.236-15 Schedules for Construction Contracts; FAR 52.232-27 Prompt Payment for Construction Contracts; FAR 52.232-5 Payments Under Fixed-Priced Construction Contracts; Section 01 33 00 SUBMITTAL PROCEDURES; Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS; and Section 01 45 04.00 1 0 CONTRACTOR QUALITY CONTROL.

1.4 RMS SOFTWARE

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

1.5 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.

1.6 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:

1.6.1 Administration

1.6.1.1 Contractor Information

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.

1.6.1.2 Subcontractor Information

Enter all missing subcontractor administrative data and information into RMS CM within seven calendar days of receiving access to the Contract in RMS or within seven calendar days of the signing of the subcontractor agreement for agreements signed at a later date. This includes name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed.

1.6.1.3 Correspondence

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

1.6.1.4 Equipment

Enter and maintain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates in accordance with Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.6.1.5 Reports

Track the status of the project using the reports available in RMS. The value of these reports reflects the quality of the data input. These reports include but are not limited to the Progress Payment Request worksheet, Quality Control (QC) comments, Deficiency Tracking Log, Submittal Register Status, and Three-Phase Control worksheets Section 01 33 00 SUBMITTAL PROCEDURES and Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.6.1.6 Request For Information (RFI)

Create and track all Requests For Information (RFI) in the RMS Administration Module for Government review and response. Provide status at weekly progress meeting.

1.6.2 Finances

1.6.2.1 Pay Activity Data

Develop and enter a list of pay activities in conjunction with the project schedule. The sum of pay activities equals the total Contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities assigned to a CLIN

equals the amount of each CLIN.

1.6.2.2 Payment Requests

Prepare all progress payment requests using RMS. Update the work completed under the Contract at least monthly, measured as percent or as specific quantities. After the update, generate a payment request and prompt payment certification using RMS. Submit the signed prompt payment certification and payment request as well as supporting data, either electronically or by hard copy.

1.6.3 Quality Control (QC)

Enter and track implementation of the 3-phase QC Control System, QC testing, transferred and installed property and warranties in RMS. Link each deficiency and QC test to a pay activity. Prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements in RMS. Maintain all data on a daily basis. Ensure that RMS reflects all quality control methods, tests and actions contained within the Contractor Quality Control (CQC) Plan and Government review comments. Provide within seven calendar days of Government acceptance of the CQC Plan.

1.6.3.1 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. Provide the Government a printed signed copy of the QC Daily Report, unless waived by the Contracting Officer.

1.6.3.2 Deficiency Tracking

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

1.6.3.3 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS, and upload meeting minutes of the meetings. Worksheets for the three-phase control meetings are generated within RMS.

1.6.3.4 Labor and Equipment Hours

Enter labor and equipment exposure hours on a daily basis. Roll up the labor and equipment exposure data into a monthly exposure report.

1.6.3.5 Accident/Safety Reporting

Both the Contractor and the Government enter safety related comments in RMS as a deficiency. The Contractor must monitor, track and show resolution

for safety issues in the QC Daily Report area of the RMS QC Module. In addition, follow all reporting requirements for accidents and incidents as required in EM 385-1-1, Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS and as required by any other applicable Federal, State or local agencies.

1.6.3.6 Definable Features of Work

Enter each feature of work, as defined in the approved CQC Plan, into the RMS QC Module. A feature of work may be associated with a single or multiple pay activities, however a pay activity is only to be linked to a single feature of work.

1.6.3.7 Activity Hazard Analysis

Import activity hazard analysis electronic document files into the RMS QC Module utilizing the document package manager. Prepare activity hazard analysis in accordance with Section 01 35 26 GOVERNMENT SAFETY REQUIREMENTS.

1.6.4 Submittal Management

Enter all current submittal register data and information into RMS within seven calendar days of receiving access to the Contract in RMS. The Contractor will import the information shown in the submittal register following the specification Section 01 33 00 SUBMITTAL PROCEDURES unless otherwise directed by the Contracting Officer. Group electronic submittal documents into transmittal packages to send to the Government, except very large electronic files, samples, spare parts, mock ups, color boards, or where hard copies are specifically required. Track transmittals and update the submittal register in RMS on a daily basis throughout the duration of the Contract. Submit hard copies of all submittals unless waived by the Contracting Officer. The Submittal Register shall be updated at a minimum every 30 days.

Contractor may request submittals to be added to RMS throughout the lifecycle of the project. Approval/disapproval of Contractor requests is at the discretion of the Contracting Officer. Submittals entry into RMS must be updated daily or as practical for performance of the Contract, as approved by the Contracting Officer.

1.6.5 Schedule

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

1.6.6 Closeout

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

1.7 IMPLEMENTATION

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

1.8 NOTIFICATION OF NONCOMPLIANCE

Take corrective action within seven calendar days after receipt of notice of RMS non-compliance by the Contracting Officer.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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SECTION 01 45 04.00 10

CONTRACTOR QUALITY CONTROL

04/18/2025

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for providing and maintaining an effective Contractor Quality Control program, and all costs associated therewith shall be included in the applicable contract unit or job prices contained in the Bidding Schedule.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contractor Quality Control Plan; G, CD

1.3 ELECTRONIC TEST REPORT DATA

As part of the contractor's Quality Control program, his selected QC laboratory shall provide electronic transmission of the test report data in the prescribed formats with the original hard copy test report data to the government. The New Orleans District Construction Control Manual (NODCC Manual) specifies the minimum number of tests to be made, and includes forms which shall be used to report the number of tests to be made, and includes forms which shall be used to report the test data. The technical specification sections may include testing and/or frequency requirements other than those listed in the NODCC manual. Use the more stringent guidelines. A copy of the NODCC manual is attached at the end of this section.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause in Section 00700 entitled "INSPECTION OF CONSTRUCTION" (FAR 52.246-12). The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent and Quality Control Manager will be held responsible for the quality of work on the job and is

subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 CONTRACTOR QUALITY CONTROL (CQC) PLAN

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice of award, the Contractor Quality Control Plan proposed to implement the requirements of the Contract Clause in Section 00700 entitled "INSPECTION OF CONSTRUCTION" (FAR 52.246-12). The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started. A sample CQC Plan is attached at the end of the section.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and

person responsible for each test. (Laboratory facilities approved by the Contracting Officer shall be used.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in the CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 PRE-WORK MEETINGS

Prior to the start of construction, the Contractor shall meet with the Contracting Officer or his/her authorized representative in a Pre-Construction Conference and a Pre-Work Coordination Meeting. At least 14 calendar days prior to the Preconstruction Conference, the Contractor shall submit to the Government for review and approval his/her Contractor Accident Prevention Plan and Contractor Quality Control Plan.

3.3.1 Pre-Work Coordination Meeting

After the Pre-Construction Conference, and before the start of construction, the Contractor shall meet with the Contracting Officer, or his/her authorized representative, in a Pre-Work Coordination Meeting to discuss the Contractor's Quality Control Plan. During the Coordination Meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared

by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who 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 on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager may not have any other duties than quality control, and that when the alternate is activated, he shall also have no other duties other than quality control.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil, environmental, and submittals clerk. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan. A single person may cover more than one area provided that they are qualified to perform QC activities in each designated field of expertise and if the workload allows.

Experience Matrix

	Area	Qualifications
a.	Civil	Graduate Civil Engineer or Construction Manager with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b.	Environmental	Graduate Environmental Engineer with 3 yrs experience
c.	Submittals	Submittal Clerk with 1 yr experience

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager, and the alternate, shall have completed the course entitled "Construction Quality Management for Contractors" within the past 3 years. This course is periodically offered at the New Orleans District and other Corps of Engineers districts.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government Quality Assurance personnel shall be notified at least 48 hours in advance of beginning the preparatory control phase. The Contractor shall submit a written agenda of the topics to be discussed at the preparatory meeting on the day prior to the meeting date. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), Government Quality Assurance personnel, and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

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

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the

safety plan and activity hazard analysis. Review the activity analysis with each worker.

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

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

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

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 COMPLETION INSPECTION

3.7.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Contract Clause in Section 00700, entitled "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10)" or stated elsewhere in the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.7.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the work is complete. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this

paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from the New Orleans District, Mississippi Valley Division, and local interest may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the Contract Clause in Section 00700 entitled, "Inspection Of Construction" (FAR 52.246-12).

3.8 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

g. Offsite surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 12 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.9 SAMPLE FORMS

Sample forms for guidance in preparing the CQC Plan are enclosed at the end of this section.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

US Army Corps of Engineers ®
New Orleans District

Construction Control Manual

Sampling & Testing Construction Materials
Reporting Test Results

CEMVN CD 415-Q-11
14 March 2016

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

CEMVDN-CD

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Construction

CONSTRUCTION CONTROL MANUAL

1. Purpose. This manual describes the means and methods for the Contractor Quality Control (QC) and Government Quality Assurance (QA) testing of some of the more common construction materials incorporated into New Orleans District projects. Information is given on sampling, the test required, testing frequency, reporting requirements, and database maintenance. This manual only describes a minimum testing program on a limited number of common construction materials and the specifications may require additional tests that demonstrate compliance with the contract documents.

2. Applicability. This manual applies to all New Orleans District elements having responsibility for the design and construction of assigned projects.

3. Scope of the Manual. This manual is intended to guide the Quality Control and Quality Assurance process and provide for the construction of a project whose quality and durability is a direct reflection of the Contractor's and the Government's efforts in meeting the project's goals and objectives. If there is a conflict between this manual and the technical specification sections, the most stringent requirements shall govern.

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, NEW ORLEANS
CORPS OF ENGINEERS

Number CEMVN-CD-415-Q-11

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Chapter 1 Introduction

1. General:

This manual describes the means and methods for the Contractor Quality Control and Government Quality Assurance testing of construction materials incorporated into the New Orleans District (CEMVN) projects. Information is given on sampling, the test required, testing frequency, reporting requirements, and database maintenance. This manual only describes a minimum testing program on a limited number of common construction materials and the specifications may require additional tests that demonstrate compliance with the contract documents. If there is a conflict between this manual and the technical specification sections, the most stringent requirements shall govern. The most recent version of this manual at the time of contract solicitation will supplement the construction material control requirements for a specific contract unless noted otherwise.

The Contractor shall only use those laboratories, including his own that have been validated by an inspection or audit performed by the USACE Materials Testing Center, Vicksburg, MS.

2. Definitions:

a. Quality Management System. Quality management is defined as all control, inspection, and other assurance activities instituted to achieve the product quality established by the contract plans and specifications.

b. Contractor Quality Control. Contractor Quality Control (QC) is that part of the system by which the Contractor regulates, tests and inspects their own, suppliers, and sub-Contractors procedures, equipment, materials, and personnel so that the completed product will comply with the requirements of the project's contract documents.

c. Government Quality Assurance. Government Quality Assurance (QA) is that part of the system by which the Government verifies or assures that the Contractor's Quality Control system is performing properly and the completed product conforms to the contract documents. The number of QC test observed by QA personnel should be generally related to the consistency in QC and QA test results.

3. Responsibility, Compilation, and Submittal of Test Results:

a. The Contractor is responsible for complying with the contract documents in the performance of all required tests and the preparation, submittal, and maintenance of those test reports outlined in this manual and the contract specifications. The test results from QC and QA testing shall be compiled separately as outlined in this manual.

b. The Contractors' QC Laboratory shall appoint a Registered Professional Civil Engineer to certify QC inspections and test results prior to the start of work. The certification shall state that the tests and observations were performed by or under the direct supervision of the Registered Professional Civil Engineer and that the results are representative of the

materials and conditions being certified by the tests. The certification shall be submitted within two weeks after final inspections and testing is complete. The certification shall be submitted to USACE for the referenced project in accordance with the New Orleans Construction Control Manual, Appendix A. Failure to submit certifications as stated may result in nonpayment for related work performed and disapproval of the QC test facility for this contract.

c. Acceptance of the Contractors' QC plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes to the QC Plan and operations including removal of personnel and QC Laboratory, as necessary, to obtain the quality specified.

d. All test results will be entered into the CEMVN Quality Assurance Control Center (QACC) construction material testing database as described in Appendix A by the QC laboratory performing the testing. Test results will be entered into the testing database within 48 hours from sampling. Payment for any material placed, as well as for any subsequent construction, will not be made until test results are entered into the database and analyzed by Quality Assurance personnel. The Contractor shall maintain a hard copy of the materials testing log, test reports and control charts at the Contractor's field office. These records will be available at all times for review by Government personnel. The original test report will be distributed to the Administrative Contracting Officer (ACO) within 48 of completion of the test. This original test report (supporting documentation) submission is in addition to any required electronic submission.

e. Any tests not conforming to the contract documents will be immediately reported to the Administrative Contracting Officer along with the recommended corrective action to bring the work into complete compliance with the specifications. The Administrative Contracting Officer may designate additional re-sampling or retesting to verify the work represented by the failing test. This testing is at the Contractor's expense.

f. Reference to standard test methods and testing procedures for sampling and testing of common construction materials are given in each chapter of this manual. Additional testing may also be required in the contract documents.

g. Laboratory Facilities. For work that involves aggregates, concrete, masonry, rock or soil the QC Laboratory shall, at its own expense, obtain and maintain validation as an approved testing laboratory by the Materials Testing Center (MTC) of the Engineering Research and Development Center (ERDC). This shall be done in accordance with ER 1110-1- 8100 and ER 1110-1-261. Appendix B further describes this requirement. Refer to Chapter 4 for welding laboratories.

   For work that involves vibration, steel, steel reinforcing bars, coatings inspections and other specialized construction material testing and inspection the QC Laboratory shall maintain personnel, procedures and equipment that meet applicable industry standards.

h. Field sampling and testing locations shall be recorded using Latitude/Longitude coordinates reported in decimal degree format to the millionth decimal and be surveyed using techniques to achieve ±10 feet accuracy.
   Report Form input example: 29.934003, -90.133745

Chapter 2 Soils

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) and Government Quality Assurance (QA) testing of materials used, but not limited to, compacted levee embankments, compacted berms, un-compacted berms, ramps, and structural backfill. The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Samples:

Samples shall be collected and secured in accordance applicable ASTM testing procedures.

3. Testing Personnel:

The individuals who inspect, monitor, sample and test Embankment construction as required in this specification shall meet the following minimum criteria of certification and/or documented experience. Work experience shall be related to the field for which the inspector is being qualified and may be obtained by working either for an inspection/testing agency or engineering firm as a technician, inspector or engineer.

- Current NICET Level II certification in Geotechnical Engineering technology/construction, or
- Current ICC Soils Special Inspector with one year related experience, or
- Geologist-in-Training with one year related experience, or
- Engineer Intern with one year related experience, or
- Registered Geologist, or
- Registered Professional Engineer.

The Contractors' QC laboratory shall submit certification and/or documentation to provide evidence of qualification. The appointed Registered Professional Civil Engineer, identified in Chapter 1, Section 3.b to certify inspections and test results, remains responsible for compliance of all inspection and testing activities.

All Laboratory facilities, personnel and equipment used to test soils as required in this specification shall be part of a Laboratory that has been validated by the USACE Materials Testing Center, Vicksburg, MS.

4. Typical Test Requirements:

Testing and reporting shall be performed in accordance with the latest American Society of Testing and Materials (ASTM) Standard, as indicated in Table 2-1.

Table 2-1
ASTM References

Gradation	
ASTM C 117	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve Analysis of Fine and Course Aggregates
ASTM D 1140	Amount of Material in Soils Finer than No. 200 (75-μm) Sieve
ASTM D 6913	Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
Moisture Content	
ASTM D 2216	Laboratory Determination of Water, (Moisture) Content of Soil and Rock by Mass (Method B)
ASTM D 4643	Determination of Water (Moisture) Content of Soil by Microwave Method
Moisture/Density Relationship	
ASTM D 698	Laboratory Compaction Characteristics of Soil Using Standard Efforts (12,400ft lbs/ft^3 (6000KN))
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN-m/m^3))
Field Density	
ASTM D 1556	Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 6938	In-Place Density and Water Content of Soil and Soil-Aggregate Nuclear Methods (Shallow Depth)
Materials Classification	
ASTM D 2487	Classification of Soils for Engineering Purposes
ASTM D 4318	Liquid Limit (One-Point Method B), Plastic Limit, and Plasticity Index of Soils
Organic Content	
ASTM D 2974	Moisture, Ash, and Organic Matter of Peat and Other Organic Soils (Method C)
Unconfined Compressive Strength	
ASTM D 1633	Compressive Strength of Molded Soil-Cement Cylinders
ASTM D 2166	Unconfined Compressive Strength of Cohesive Soil

5. Sampling and Testing of Compacted Fill:

This sampling and testing shall be in accordance with the standard procedures referred to in this manual. The minimum number of QC tests to be performed shall be as indicated in Table 2-2. The Government will also perform checks, and assurance testing of the other control testing required by the Contractor.

Table 2-2
Type of Tests and Frequency of Testing
Compacted Embankments and Berms, Ramps, and Structural Backfill Material

Property	Form	Minimum Frequency	Standard
Nuclear Field Density	MVNQS11	One test per 1,500 cubic yards of compacted fill placed per lift, but not less than one density test per 500 linear feet per lift. A lift placed on any one side of an existing embankment will be considered as a separate lift. At least one test shall be performed in any shift that compacted fill is placed.	ASTM D 1556 or ASTM D 6938
Nuclear Field Density Relative Density	MVNQS12	Used to record test results from testing uncohesive material. One density test per lift per 150 linear feet of the base course. Isolated repairs (less than 150 linear feet) must have at least one density test per isolated area per lift.	ASTM D 6938
Sand Cone Field Density	MVNQS03	One test to be obtained for every ten (10) Nuclear Field Density locations to verify Nuclear Field Density.	ASTM D 1556
Compaction Control Curve	MVNQS02	Control Compaction Curves shall be established in accordance with ASTM D 698 - Laboratory Compaction Characteristics of Soil Using Standard Effort. A Compaction Control Curve will be required for each type of material from each source or a minimum of one Compaction Control Curve every 25,000 cubic yards of compacted fill placement. Where construction operations result in the blending of material, two representative Compaction Control Curves will be required for each resulting blend of material. The samples collected for the resultant blended material shall be collected from separate locations. If the borrow or source of fill material changes, new Compaction Control Curves shall be performed. Material test samples for Compaction Control Curve shall be prepared by air-dry, rewet, and cured.	ASTM D 698
One-Point Proctor Verification	MVNQS02	One test to be obtained for every five (5) field density locations.	ASTM D 698 (modified)
Moisture Content	MVNQS11	One test at each field density test location.	ASTM D 2216 or ASTM D 4643
Organic Content	MVNQS07	One test at each field density test location.	ASTM D 2974 (Method C)
Materials Classification	MVNQS06	One test obtained for each Control Compaction Curve and one test for each field density test. Determine Atterberg Limits (LL One-Point Method B), minus #200 and Sand Content.	ASTM D 2487 ASTM D 1140 ASTM D 4318
Unconfined Compressive (UC) Strength	MVNQS05	For Deep Soil Mixing (DSM) QC operations a minimum of three percent of the DSM columns per site will be drilled and three UC strength samples collected and tested at each test column.	ASTM D 2166 ASTM D 1633

6. Sampling and Testing of Un-Compacted Berm Material:

This sampling and testing shall be in accordance with the standard procedures referred to in this manual. The minimum number of QC tests to be performed shall be as indicated in Table 2-3. The Government will also perform check and assurance testing of the other control testing required by the Contractor.

Table 2-3
Type of Tests and Frequency of Testing
Un-Compacted Berm Material

Property	Form	Frequency	Standard
Organic Content	MVNQS07	One test at materials classification test location.	ASTM D 2974 (Method C)
Materials Classification	MVNQS06	One test per 3,000 cubic yards of un-compacted fill placed, but not less than one test per 1,000 linear feet of un-compacted fill placed. At least one test shall be performed in any shift that un-compacted fill is placed. Determine Atterberg Limits (LL One-Point Method B), minus #200 and Sand Content.	ASTM D 2487 ASTM D 1140 ASTM D 4318

7. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

a. **MVNQS01** Sieve Analysis – ASTM C 117, ASTM C 136 and ASTM D 1140. This form is to be used in reporting the material finer than No 200 sieve and a sieve analysis of coarse grain material.

b. **MVNQS02 (**Compaction Control Curve) ASTM D 698. This form is to be used in reporting the determination of the optimum moisture content and the maximum dry density. The moisture-density curve shall be plotted based on a minimum of five compaction test specimens. A one-point Proctor test – ASTM D 698 (modified, Figure 2-2) shall be obtained for every five (5) field density test locations, and reported with same. The soil One-Point proctor result obtained from the in-place density test location will serve as the basis for determining the applicable compaction control curve.

c. **MVNQS03 (**Field Density Sand Cone Method) ASTM D 1556. This form is to be used in reporting the determination of the degree of compaction and moisture content. Contract specifications shall govern the required compaction effort.

d. **MVNQS05** (Unconfined Compressive Strength) ASTM D 2166. This form is to be used to report the compressive strength of an intact, remolded or reconstituted cohesive soil, using a strain-controlled application of the axial load. Contract specifications shall govern the acceptable strength requirements.

e. **MVNQS06** (Unified Soil Classification System) ASTM D 2487. This form is to be used to report the determination of the liquid limit (One-point Method B), plastic limit, plasticity index, % sand content and % fines. MVNQS01 Sieve Analysis – ASTM C 117 and ASTM C 136 is to be used to report the results of gradation tests of the material if a granular material is specified. The final soil classification in accordance with ASTM D 2487 shall be stated on the same forms. Contract specifications shall govern the acceptable Atterberg limits, gradation limits, and material classification. If the Nuclear Method (ASTM D 6938) is used for field density determinations, the soil sample utilized for material classification shall come from within a radius of 12 inches of the center of the in-place density test site. The soil classification obtained from in-place density test location will serve as a basis for determining the applicable compaction control curves.

f. **MVNQS07 (**Moisture, Ash, and Organic Content Determination) ASTM D 2974 (Method C). This form is to be used in reporting the determination of the organic content of the material. Determination of organic content shall be performed in accordance with ASTM D 2974; Method C. Contract specifications shall govern the acceptable limits of organic content.

g. **MVNQS09 (**Moisture Content Determination) ASTM D 2216, ASTM D 4643 and ASTM D 6938. This form is to be used in reporting the determination of the moisture content of the in-place material when ASTM D 2216, ASTM D 4643 or ASTM D 6938 is the test method utilized. This form is not to be used when performing Field Density Test Nuclear Method with Moisture Content Determination. Contract specifications shall govern the acceptable limits of moisture content.

h. **MVNQS11** (Field Density Test Nuclear Method). This form is to be used in reporting the determination of the degree of compaction and moisture content by oven, microwave or nuclear gauge. Contract specifications shall govern the required compaction effort and moisture range. If the nuclear method is selected for field density testing, the Sand-Cone Method shall be used to confirm the accuracy of the Nuclear Method. This shall be accomplished by performing an initial comparison test of the two methods when a nuclear gage is brought on-site for the first time. If the Nuclear Method wet density is within 3 percent of the Sand Cone Method, no correction of the Nuclear Method wet density will be required and the testing may continue with the Nuclear Method. The Nuclear Method wet density shall be verified throughout the project at a rate of one Sand-Cone test for every ten nuclear tests per nuclear gage thereafter. If the variance at any time between the Nuclear Method and the Sand Cone Method exceeds 3 percent, testing

with the Nuclear Method shall stop until the Contractor provides a Root Cause Analysis and five consecutive comparison tests are performed as evidence that Corrective Actions will provide results within 3 percent. For comparison purposes, the nuclear and sand-cone wet densities should represent the same layer thickness within the testing area selected. When a nuclear density result is in doubt, the sand-cone density test shall be used for acceptance.

i. **MVNQS12** (Field Density (Relative Density) Nuclear Method). This form is to be used in reporting the determination of the Relative degree of compaction as determined based on relationship of the Minimum Dry density and Maximum Dry density. Contract specifications shall govern the required Relative Density.

8. Soil Electronic Conductivity (EC) and Total Soluble Salt Analysis:

The following test method shall be used for determining the Total Soluble Salt (Total Salinity) of Embankment soils. This method shall be followed when testing embankment soil salinity levels. Sampling of materials shall be performed by a USACE Validated Laboratory.

A. Sampling; Sampling shall consist of one 12,500 gram composite sample per 1,000 linear feet per lift. A Composite soil sample is defined as 5 separate representative 2,500 gram samples taken randomly at relatively evenly spaced intervals within the 1,000 linear foot. A lift on any one side of the levee will be considered one lift. The locations of the samples shall be as directed by the Contracting Officer. When a composite soil sample is collected, it should be handled in accordance with ASTM D 4220, Group B Standard Practices for Preserving and Transporting Soil Samples.

   As directed by the Contracting Officer, when samples are to be split for replicate testing, the entire composite sample shall be processed over a No. 4 (4.75 mm) sieve by the contractors QC laboratory. The material passing the No. 4 sieve shall be thoroughly mixed and split in accordance with ASTM C 702 Standard Practice for Reducing Samples of Aggregate to Testing Size.

B. Sample Preparation; Composite soil samples passing a No. 4 sieve are to be thoroughly remixed and reduced to a minimum 200 g sample for testing in accordance with ASTM C 702 Standard Practice for Reducing Samples of Aggregate to Testing Size.

   The reduced composite soil sample is air dried at a temperature not to exceed 140° F for a minimum of 18 hours. After the sample is air dried, process and collect material passing No. 10 (2 mm) sieve. Material retained on the No. 10 sieve will be discarded.

C. Procedure; (EC 1:2 preparation) To determine soil EC, collect a representative 20 gram sample from the sieved air-dried material and mix with 40 mL deionized water in a 125 mL Erlenmeyer flask.

   The container is sealed and the mixture is either agitated for 1 hour in a mechanical shaker or mixed by hand every 30 minutes for 3 hours.

The mixture is filtered through a Whatman 42 filter paper. EC (dS/m) of the filtrate is determined immediately using a standard conductivity meter. Follow manufacture's direction for standard conductivity meter operations and temperature corrections.

D. Reporting; The directly-measured EC 1:2 is converted to Saturated Extract-Equivalent EC (EC_e) by multiplying by a factor of 2. (Southern Cooperative Series Bulletin No. 419 ISBN# 1581614195 January, 2014)

Total soluble salts (TSS) concentration in ppm (mg/L) is calculated by multiplying EC_e (dS/m) by 640 for EC readings <5.0 dS/m or by 800 for EC readings >5.0 dS/m. (Rhoades, 1996)

The report shall include at a minimum;

1. All sample identifications documented during sampling that at a minimum include, sample date, received date, test/sample number, location of composite sample (GPS, station, lift, , elevation, offset)
2. USCS visual description
3. Make/Model and Serial # of conductivity meter
4. Notes should include any deviations from this test method.
5. The Soil Electronic Conductivity (EC) shall be reported in decisiemens per metre (dS/m).
6. Total Soluble Salt shall be reported as Total Salinity in parts per million (ppm).

9. Field and Laboratory Determination of Non-Soil Volume for Levee Fill:

A. The field excavation testing shall be performed by excavating a 10' wide x 10' long and to a depth of the lift thickness for each lift that is in question. The volume of the excavation shall be verified using the end area method through measuring the dimensions of the excavation with the use of survey equipment at each corner of the hole. A difference of +/- 10% of the theoretical excavation is allowed. The Contractor shall bring all material excavated to the lab in sealed airtight containers. All excavations shall be completely backfilled by the Contractor within 72 hours of inspection unless directed otherwise by the COR. All backfill shall be in accordance with the existing contract documents, especially EMBANKMENT.

B. The unit weight of the soil shall be determined by ASTM D 6938 Field Density – Nuclear Method, ASTM D 1556 Field Density – Sand Cone Method, or ASTM D 698 Compaction Characteristics of Soil. All material testing shall be performed by a Corps validated lab.

C. Once all the excavated material is delivered to a Corps validated lab, any clay pieces adhering to the non-soil pieces that can be removed by hand without damaging the non-soil piece shall be removed.

D. All non-soil pieces shall be weighed in their existing conditions immediately prior to testing (wet weight as excavated). If all non-soil pieces do not fit in the Measure Box, then the non-soil pieces may be split into smaller sampling sizes for testing purposes and the cumulative volume reported.

E. Sturdy Measure Box containers shall be used for the non-soil volume determination processes. The minimum volume of the Measure Box is 0.8 cubic feet. This volume dimension is a minimum and may be enlarged if desired. The weight of the empty containers shall be determined using a calibrated scale and with the weight recorded to the nearest 0.1 lb. The container shall be filled in two layers with silica sand. The first layer of sand shall be densified by use of a Shake Table and vibrated such that the Silica sand achieves its maximum density. The second layer of silica sand shall be added and vibrated, with additional sand added as needed to "top off" the container as the sand achieves a greater density. The weight of the container filled with densified Silica sand shall be recorded to the nearest 0.1 lb using a calibrated scale. Determine the weight of the measure container plus sand three times to determine the average value. The maximum unit weight of the silica sand is the weight of the measure plus sand minus the weight of the measure divided by the known volume of the container and reported to the nearest 0.1 lb/ft3.

F. The volume of the non-soil shall be determined by the following USACE MVN developed procedure, Non-Soil Volume Determination.

1) **Volume and Weight Determination of Measures (annual):** The volume of the Measure Box shall be determined and verified on an annual basis by the water filled method as specified in ASTM C29/C29M paragraph 8 and recorded to the nearest 0.1 ft^3.

2) **Density Sand**: Obtain silica sand also known as US Silica Sand. Verify that the quality of the silica or "Silica" sand meets the requirements specified in ASTM D1556 paragraph 6.2. The sand can be re-used, but it should be cleaned to comply with the previously referenced standard by sieving and/or rinsing, and oven drying prior to reuse.

3) **Determining Densified Sand within a Measure Box**: Before any tests determining non-soil volume content, a calibration test shall be run each day that testing is to be performed, to determine the standard weight of the sand in the Measure Box as discussed in section E. The three repeated determinations of densified sand weight per unit volume shall be within 2.0 pcf of each other.

   A Measure Box shall be used to determine the densified sand and will be based upon use of a Shake Table and placement within layers. Clean and dry silica sand is placed loosely within each layer using a large scoop or the edge of a bucket by flowing and distributing the sand evenly across the surface area. The Shake Table is then to be used. The number and duration of vibrations will be determined as noted in the following trial. These times are approximate and should be modified by each laboratory to fit the Shake Table being used to achieve a consistent sand weight per unit volume.

MEASURE BOX – (1) Position measure over a large catch pan for collecting excess sand. Place loose Silica sand in one layer (half height of measure); (2) Using the Shake Table, vibrate the sand for 4-8 seconds; (3) Place loose silica sand in a second layer (full height of measure); (4) Vibrate the sand for 4-8 seconds. The sand should consolidate below the top rim of the measure; (5) Place additional (excess) sand above the top of the measure. It should appear to overflow. Vibrate for the sand for an additional 3-4 seconds. It is desired to have excess sand above the top of the rim after vibration of about 1/8 inch; (6) Using a straight metal bar, strike off the excess sand, leaving the sand flush with the top rim of the measure; (7) Weigh the measure and densified sand recorded to the nearest 0.1 lb; (8) Determine the weight per unit volume of the measure by subtracting the weight of the measure plus sand minus the weight of the measure then dividing by the known volume of the container and report to the nearest 0.1 lb/ft3; (9) Repeat steps 1 thru 8 for a total of three determinations of densified sand weight per unit volume, and calculate the average weight per unit volume to the nearest 0.1 lb/ft3.

4) **Standard Wood or Metal for Verification (annual)**: Eight pieces of wood or metal, labeled A thru G, measuring 5 inches by 1 inch by 2 inches are to be used to verify the volume determination by the densified sand method as detailed in 5) below. Determine the weight and linearly measured volume of the eight standard pieces of wood or metal to verify the calculated non-soil content from the use of densified silica sand within Measure Boxes of known volume.

5) **Non-soil Verification (annual)**: Wood or metal pieces measured in Step 4) above will be used in each measure by densifying sand and four wood or metal pieces in each layer, for a total of eight wood or metal pieces within each measure. The same procedures outlined in Step 4) above are used to place and densify the sand and wood or metal within the measures. The wood or metal is placed within each layer with at least ½ inch of loose sand beneath and around the wood or metal pieces. The weight of the densified sand, measure, and wood or metal is used to determine the density and subsequent volume of the wood or metal. The calculated volumes shall be compared to the known volumes of the wood or metal pieces to see if any change in shaking time or sand type is needed. If the calculated and known volumes are within +/- 2% of each other, the test verification is successful. See below for the step by step procedures for this:

MEASURE BOX - (1) Determine the volume and weight of the measure as noted in Step 1) above; (2) Determine the average densified sand weight per unit volume as noted in Step 3) above; (3) Determine volume and weight of pre-cut pieces of wood or metal as noted in Step 4) above; (4) Densify wood or metal in layers following the similar method noted in Step 3) above; (5) Determine the densified sand and wood or metal weight in the unit measure; (6) Calculate the volume of wood or metal as shown below:

(a) Volume of Measure Box (ft^3)
(b) Weight of Measure Box (lb)

(c) Average weight per unit volume of densified sand (lb/ft^3)
(d) Wood or metal Pieces total weight (lb)
(e) Wood or metal Pieces total volume (ft^3)
(f) Average determined densified sand, wood or metal, & measure weight (lb)
(g) Densified sand only weight (no wood or metal) = (c) x (a)
(h) Densified sand only weight (with wood or metal) = (f) – (b) – (d)
(i) Volume of wood or metal (from densified sand test) = [(g) – (h)] / (c)
(j) % actual volume wood or metal = 100 x (e) / (a)
(k) % tested volume wood or metal = 100 x (i) / (a)

6) **Non-soil Volume Determination**: Determination of non-soil volume for a test sample is as follows. Determine the wet weight of the sample prior to placement into the loose sand layers. Cleaned non-soil pieces from a sample are placed in one of the tested measures above by following procedures as outlined in Step 3). The non-soil pieces are placed within each layer of loose sand with at least ½ inch of loose sand beneath and around the various non-soil pieces. The non-soil piece may be cut to fit into the measure but care should be used to ensure that all pieces of the sample are measured. The weight of the combined densified sand, measure, and non-soil shall be recorded to the nearest 0.1 lb. To determine the density and subsequent volume of the non-soil pieces, see calculations below.

MEASURE BOX - (1) Determine the volume and weight of the measure as noted in Step 1) above; (2) Determine the average densified sand weight per unit volume as noted in Step 3) above; (3) Determine weight of sample pieces of non-soil; (4) Densify non-soil pieces in layers following the similar method noted in Step 3) above; Determine the densified sand and non-soil pieces weight in the unit measure; (5) Calculate the volume of non-soil pieces as shown below:

(a) Volume of Measure Box (ft3)
(b) Weight of Measure Box (lb)
(c) Average weight per unit volume of densified sand (lb/ft3)
(d) Weight of Sample Non-soil Pieces (lb)
(e) Determined densified sand, non-soil pieces, & measure weight (lb)
(f) Densified sand only weight (no non-soil pieces) = (c) x (a)
(g) Densified sand only weight (with non-soil pieces) = (e) – (b) – (d)
(h) Volume of non-soil pieces (from densified sand test) = [(f) – (g)] / (c)
(i) Volume of excavation (ft3)
(j) % tested volume non-soil pieces = 100 x (h) / (i)

7) **Documentation**: As a minimum, calibrations of Measure Boxes should be documented annually on the Unit Weight Measure Volume Determination Record. The Densified Sand unit weight shall be documented on the Densified Sand Calibration Record. Test records for samples shall be documented on the Non-soil pieces Volume Determination Record. Contact MVN-CD-Q for latest test forms.

G. The percent volume determined in Step 6) (j) above shall be compared versus the acceptable value listed in the specifications. If the test shows the percent volume is greater than the acceptable value, the Contractor shall follow the corrective actions as noted in the contract specifications.

10. Additional Testing:

In addition to the above frequency of tests, additional tests may be required as follows:

a. Where the Administrative Contracting Officer (ACO) or Contracting Officer's Representative (COR) has reason to doubt the adequacy of the compaction, moisture content, or organic content control.

b. Where the Contractor is concentrating fill operations over a relatively small area.

c. When embankment materials change substantially, the Administrative Contracting Officer or Contracting Officer's Representative (COR) may direct additional testing.

d. Where special compaction procedures are being used.

e. When the contract specifications require additional testing.

f. When areas are found not meeting the specified in-place density, Atterberg limits, moisture content, and/or in-place organic content requirements; the Contractor shall retest, at no additional costs to the Government, after corrective measures have been applied.

Chapter 3 Concrete

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) and Government Quality Assurance (QA) methods and procedures for the testing of fresh concrete and concrete aggregate. The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Samples:

Fresh concrete samples shall be secured in accordance with ASTM C 172. Concrete aggregates shall be sampled in accordance with ASTM D 75. Sampling locations shall be randomly selected.

3. Testing Personnel:

The individuals who inspect, monitor, sample and test Concrete construction as required in this specification shall meet the following minimum criteria of certification and/or documented experience. Work experience shall be related to the field for which the inspector is being qualified and may be obtained by working either for an inspection/testing agency or engineering firm as a technician, inspector or engineer.

- Current ICC Reinforced Concrete Certificate with 1 year related experience, or
- ACI Concrete Construction Special Inspector Certificate, or
- Engineer Intern with one year related experience, or
- Registered Professional Engineer.

The individuals who perform testing of concrete or the constituents of concrete as required in this specification shall have an applicable and current ACI certification for testing being performed; ACI Concrete Strength Testing, ACI Concrete Laboratory Testing – Level 1, ACI Aggregate Testing Technician – Level 1, ACI Concrete Field Grade I.

The Contractors' QC laboratory shall submit certification and/or documentation to provide evidence of qualification. The appointed Registered Professional Civil Engineer, identified in Chapter 1, Section 3.b to certify inspections and test results, remains responsible for compliance of all inspection and testing activities.

All Laboratory facilities, personnel and equipment used to test soils as required in this specification shall be part of a Laboratory that has been validated by the USACE Materials Testing Center, Vicksburg, MS.

4. Typical Test Requirements:

Test requirements specified in the contracts documents may be more stringent than those listed below in Tables 3-2, 3-3 and 3-4. All test results will be entered into the MVN material testing database as described in Appendices by the laboratory performing the testing. Acceptable test values are contained in the contract documents.

The laboratory performing the tests shall be validated by the Materials Testing Center, Vicksburg, MS. and conform to ASTM C 1077.

Table 3-1
ASTM References

Concrete Lab Testing	
ASTM C 33	Specification for Concrete Aggregates
ASTM C 39	Compressive Strength of Cylindrical Concrete Specimens
ASTM C 117	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve Analysis of Fine and Course Aggregates
ASTM C 511	Mixing Rooms, Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the Testing of Hydraulic Cements and Concretes
ASTM C 566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM C 617	Capping Cylindrical Concrete Specimens
ASTM C 702	Reducing Samples of Aggregate to Testing Size
ASTM C 1231	Practice for Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders
CRD-C 104	Calculation of Fineness Modulus of Aggregate
Concrete Field Testing	
ASTM C 31	Making and Curing Concrete Test Specimens in the Field
ASTM C 138	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C 143	Slump of Hydraulic-Cement Concrete
ASTM C 172	Sampling Freshly Mixed Concrete
ASTM C 173	Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 231	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 1064	Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM D 75	Sampling Aggregates

5. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

a. **MVNQC01** (Concrete Compression Test Data – ASTM C 39). This form is to be used in reporting the results of laboratory concrete compression testing. Contract specifications shall govern the required concrete compressive strength.

b. **MVNQC02** (Concrete Field Data). This form is to be used in reporting the data collected by the laboratory while monitoring and testing concrete during placement. Contract specifications shall govern the required concrete properties during placement.

c. **LMN FORM 853-R** (Concrete Compression Test Specimen Data). This form is to be filled out and provided to the QA laboratory for each set of cylinders delivered. This form should be filled out with information documented during concrete placement. The information on this form should match the information provided on the associated MVNQC01 and MVNQC02 test forms. The Order number on this form shall match the Batch Ticket number on the associated concrete supplier batch ticket, the MVNQC01 and the MVNQC02 test form for sample tracking purposes. The form also serves as a bill of lading for the delivered concrete samples.

Table 3-2
Test Requirements
AGGREGATE, FINE

Property	Method	Frequency	Remarks
Deleterious Substances	ASTM C 33	1 per week	
Fineness Modulus	CRD-C 104	1 per shift per batch plant when concrete plant is operating	Calculation based on gradation test results
Gradation	ASTM C 117 ASTM C 136	1 per shift per batch plant when concrete plant is operating.	Tests selected randomly.
Moisture Content	ASTM C 566	If moisture meter is working properly, 2 per week to verify	Tests selected randomly for each aggregate size.
		If moisture meter is not working, 4 every 8 hours of mixing plant operation	
		Additional tests if slump is out of control or variability is excessive	
Sampling Method	ASTM D 75	As specified for the individual material property.	

Table 3-3
Test Requirements
AGGREGATE, COURSE

Property	Method	Frequency	Remarks
Deleterious Substances	ASTM C 33	1 per week per batch plant, or as directed by COR	
Gradation	ASTM C 117 ASTM C 136	1 per shift per batch plant when concrete plant is operating	Tests selected randomly.
Moisture Content	ASTM C 566	If moisture meter is working properly, 2 per week to verify	Tests selected randomly for each aggregate size.
		If moisture meter is not working, 4 every 8 hours of mixing plant operation	
		Additional tests if slump is out of control or variability is excessive	
Sampling Method	ASTM D 75	As specified for the individual material property.	

Table 3-4
Test Requirements
FRESH CONCRETE

Property	Form	Method	Frequency	Remarks
Compression Cylinders (Quality Assurance)	MVNQC01 MVN 835	ASTM C 31 ASTM C 39	To be molded by the Contractor Quality Control Laboratory and tested by the Quality Assurance Laboratory. Mold one set of cylinders per 8 hour shift or for every 150 cubic yards placed.	Quality Assurance Cylinders shall be molded from the same sample of concrete that the Quality Control cylinders are molded.
Compression Cylinders (Quality Control)	MVNQC01 MVNQC02	ASTM C 31 ASTM C 39	To be molded and tested by the Contractor Quality Control Laboratory. Mold one set of cylinders per 8 hour shift or for every 150 cubic yards placed. As a minimum; A set of test specimens for concrete with a 28-day specified strength shall consist of two cylinders to be tested at 7 days and two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 28 days. A set of test specimens for concrete with a 56-day or 90-day specified strength shall consist of two cylinders to be tested at 7 days, two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 28 days and two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 90 days. Additional sets when mix proportions change or low strengths are detected.	On randomly selected batches for each separate concrete mix produced. Cylinders used shall conform to paragraph 6.1 of ASTM C 31. Initial Cure in accordance with paragraph 10.1.2 of ASTM C 31.
Compression Cylinders (QC- for putting concrete into service or other purposes indicated in paragraph 4.3 of ASTM C 31)	MVNQC01 MVNQC02	ASTM C 31 ASTM C 39	1 set of multiple pairs of QC cylinders per item to be evaluated.	Cylinders used shall conform to paragraph 6.1 of ASTM C 31. Initial Cure in accordance with paragraph 10.1.2 of ASTM C 31. Cylinders to be field cured shall conform to 10.2 of ASTM C 31.
Air Content Slump Temperature	MVNQC01 MVNQC02	ASTM C 231 ASTM C 143 ASTM C 1064	1 every time concrete cylinders are molded Plus 2 additional during each 8 hours of concrete production Additional tests if workability variation is excessive.	On randomly selected batches for each separate concrete mix produced

Chapter 4 Welding Inspection

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) weld inspection for Group 1 and Group 2 carbon steels as defined by AWS D1.1, Table 3.1 and their ASTM A709 counterparts. Welding of sheet metal, reinforcement bars, castings, stainless steel, aluminum and other non ferrous metals are not included in this document and should reference the appropriate AWS or ASME Code. An approved schedule of welding procedures (WPS) is required before fabrication commences (Section 05 50 03.00 12). The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Definitions:

a. **Fracture Critical Welds**. Fracture critical members or member component welds as defined by ER 1110-2-8157 are tension members or tension components of bending members (including those subject to reversal of stress), the failure of which would be expected to result in collapse of the hydraulic steel structure. The designation "FCM" shall mean fracture critical member or member component. Members and components that are not subject to tensile stress under any condition of live load shall not be defined as fracture critical. FCMs, in general, are dewatering components (needle girders, bulkheads, needles), lifting eyes, or other tension members. This includes any members welded to these members as cracks could propagate to these members and cause failures also. These welds should either be shown on the drawings or called out in the specifications. Tubular welds are not applicable to AWS D1.5. AWS D1.5, Section 12 is the applicable code for these welds.

b. **Other Welds**. These welds are the remaining welds that are not considered Fracture Critical Welds. AWS D1.1 is the applicable code for these welds.

3. Testing Personnel:

a. **Visual Inspection**. Visual inspection shall be performed by Certified Welding Inspectors (CWI) that are qualified and certified in accordance with the provisions of AWS QC1. Verification of documentation may be obtained from the AWS web site. Note: Certification number is required for this verification.

b. **Nondestructive Testing Technicians**. All ASNT Level III personnel shall be qualified in accordance with ASNT CP-189. Only individuals qualified for NDT Level II or individuals qualified for Level I and working under the direct supervision of a Level II shall perform nondestructive testing. Level I and Level II personnel shall be qualified in accordance with either ASNT CP-189 or ASNT SNT-TC-1A. Level III NDT Inspectors shall posses a currently valid ASNT Level III certificate in each of the processes they are qualifying inspectors to. Copies of the certifications, including the Level III NDT Technician that certified the Level I and Level II Technicians shall be included in the submittals. Verification of Level III documentation may be obtained from the ASNT web site. Note: Either Certification number or name is required for this verification.

4. Visual Inspection Requirements:

Visual inspection of welds shall conform to the requirements of AWS D1.1, Section 6, or AWS D1.5, Section 12, as applicable.

5. Nondestructive Testing Requirements:

a. **Ultrasonic Testing**. Ultrasonic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part F or AWS D1.5, Subsection 12.16, as applicable.

b. **Radiographic Testing**. Radiographic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part E or AWS D1.5, Subsection 12.16, as applicable. Only film types designated as "fine grain" or "extra fine" shall be employed.

c. **Magnetic Particle, Liquid Penetrant Testing**. Magnetic particle and liquid penetrant testing of welds shall conform to the applicable provisions of ASTM E 709 or AWS D1.5 Subsection 12.16, as applicable and in addition all magnetic particle testing of welds shall be made using the Wet Contrasting Black on White Method.

6. Acceptance Criteria:

a. **Visual, Magnetic Particle and Liquid Penetrant Testing**. Welds shall be unacceptable if shown to have defects prohibited by AWS D 1.1/D 1.1M, Section 6, Part C. Visual, magnetic particle and liquid penetrant testing acceptance criteria shall be for the applicable criteria for either "Cyclically Loaded Nontubular Connections" or "Tubular Connections" per AWS D 1.1/D 1.1M, Table 6.1. Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.

b. **Ultrasonic Testing**. Ultrasonic acceptance criteria shall be the applicable criteria for either "Cyclically Loaded Nontubular Connections" or "Tubular Connections, Class R". Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.

c. **Radiographic Testing**. Radiographic acceptance criteria shall be the applicable criteria for either "Cyclically Loaded Nontubular Connections (Tensile Stress)" or "Tubular Connections". Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.

7. Frequency of Testing:

The frequency specified is the minimum required. The design engineer shall determine the required frequency and include this information in the specifications and/or drawings. The design engineer shall also specify the locations of radiographic testing.

a. **Visual Inspection**. All welds shall be visually inspected by a CWI to insure compliance with the requirements of the applicable AWS Welding Code. Prior to any welding, a CWI shall visually inspect the preparation of material for welding to assure compliance with the applicable AWS Code (D1.1 or D1.5) and approved WPS. The CWI shall also perform VT inspection throughout the welding process to assure compliance with the applicable AWS Code (D1.1 or D1.5) and approved WPS. All completed welds shall be cleaned free of oxide, flux, scale, or other foreign matter before inspection.

b. **Full Penetration Welds**. Full penetration welds shall be examined by the Contractor using ultrasonic testing (UT) procedures described above. In additional to the full penetration welds specified for testing, a randomly chosen twenty-five percent (25%) of the remaining full penetration welds shall be ultrasonically tested to ensure the quality of the procedure and process. The random testing shall include a representative sample of welds from all welders and each of the processes each welder used. The random testing shall be spread throughout the project.

c. **Full Penetration Butt Splice Welds**. All full penetration butt splices shall be examined using ultrasonic testing (UT) and radiographic testing (RT) procedures described above. These welds shall be defined in the specification or noted on the drawings.

d. **Fillet Welds and Partial Penetration Groove Welds**. Fillet welds and partial penetration groove welds shall be examined by the Contractor using magnetic particle testing (MT) procedures described above. In additional to the fillet and partial penetration welds specified for testing, a randomly chosen twenty-five percent (25%) of the remaining fillet and partial penetration welds shall be magnetic particle tested to ensure the quality of the procedure and process. The random testing shall include a representative sample of welds from all welders and each of the processes each welder used. The random testing shall be spread throughout the project.

8. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

a. **MVNQW06** (Combined Weld Examinations). This form is to be used in reporting the inspection and testing of welded steel connections. Contract specifications shall govern the required compaction effort. The results shall be submitted electronically within 24 hours of the test.

Appendix A – Test Form Management

1. Report Numbering:

Each soil sample (location) is identified with a unique Test ID created by concatenating the Report No and Test No.

All soil sample locations will be reported on test forms with the same Report No and Test No throughout entire range of tests performed on that sample location. This is particularly important when reporting tests that contain 1 test per test form such as MVNQS03 (Sand Cone tests) and MVNQS02 (Compaction-Moisture Density Relationship).

It is also necessary to give the same Report No and Test No to each sample location for test form MVNQS06 (Unified Soil Classification System), MVNQS07 (Organic Content), and MVNQS10 (Field Density-Nuclear) which allow for entry of up to 5 soil samples. The soil tests included in a suite of tests allows for entry of 5 samples.

Examples of all forms are available on the SharePoint site for review.

2. Naming the Test Form Files:

Each file shall be named using the following convention:

[Test Form Name][USACE Contract No][Report No][Test No (if necessary)]

Each part of the filename should be separated by a single space only, not a dash or other delimiter. Details of each portion of the filename convention are given below.

- **[Test Form Name]** is the name of the template MVNQ(C, S or W)##, for example MVNQS02. The variable letter are related to the type of test; C is for concrete, S is for soil and W is for Welds.

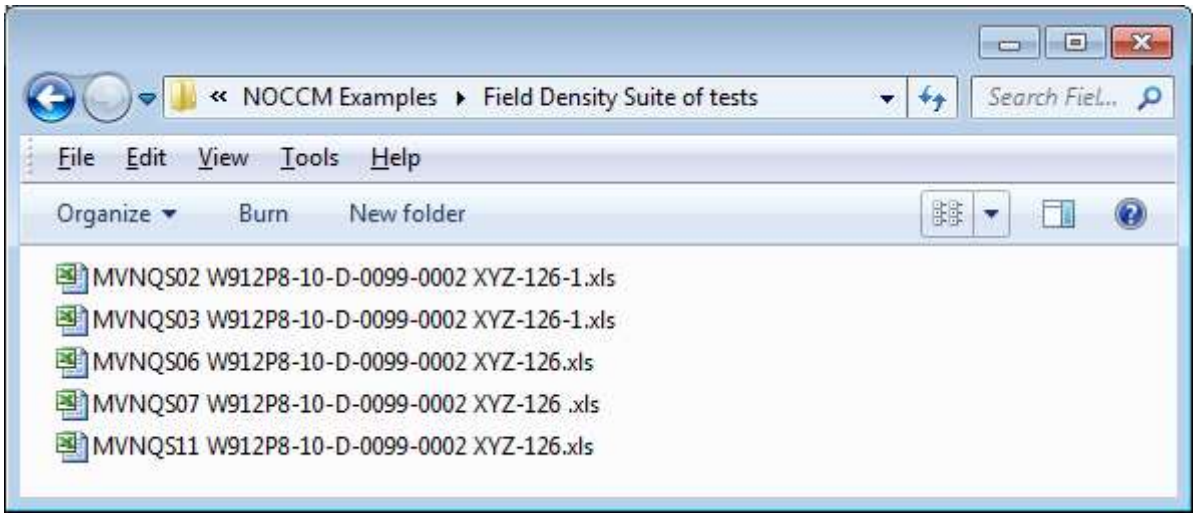
- **[USACE Contract No]** is the construction contract number. This must be the complete contract number including the task order if applicable. The contract numbers that contain a C or Z do not have task order numbers, whereas all contracts that contain a D have a task order number.

- **[Report number]** will be dependant on the labs report number system.

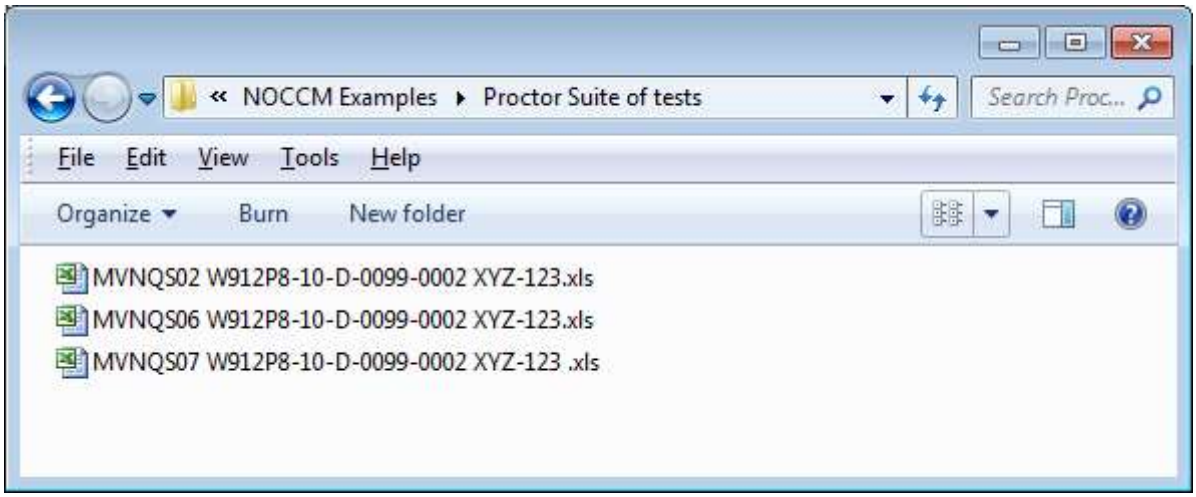
- **[Test No]** is only included in filename when necessary. This is applicable for tests reported 1 per form, as in the case of the exception listed below.

The exception to naming convention is dealing with forms that contain 1 test per test form such as MVNQS03 (Sand Cone tests), MVNQS02 (Compaction-Moisture Density Relationship) and MVNQS01 (Sieve Analysis). For these 3 Test Form types the file name will end with the Test No. The Test No is determined by the lab but should be unique to each soil sample and field location per Report No. See the Examples below for illustration of this.

Below is an example of file names for a suite of soil tests including 5 samples locations reported on a MVNQS11 (Field Density Nuclear) form, a MVNQS07 (Organic Content) form, a MVNQS06 (Unified Soil Classification System) form and a MVNQS03 (Field Density Sand Cone) form. These files are also the files included as example test forms on the SharePoint site. In this example The Report No is XYZ-126.



Below is another example for proctor data containing a MVNQS02 (Compaction-Moisture Density Relationship) test form, a MVNQS06 (Unified Soil Classification System) form and a MVNQS07 (Organic Content) form.



3. Submitting Test Forms:

All forms are to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.** This is necessary since contract specifications require laboratory results to confirm compliance or failure before Contractor construction work can continue. Delays in submitting test results may result in construction delays that are to be avoided. Supporting documentation for tests should be submitted in PDF format with the same file naming convention. This completes the documentation record of data transfer to all parties.

4. How to Access USACE QACC SharePoint Site

In order to access the MVN Quality Assurance Control Center (QACC) SharePoint site each user must have an account. If a user does not have an account contact the MVN-CD Branch to receive a **USACE External Network Access Request** form. Once your account has been established you will have access to the QACC SharePoint site that contains MVNQ Test Form Templates, a QA Wiki, a QA Discussion area, a Shared Documents library, a Discrepancy Report library, and a library where completed test forms are to be uploaded; **Test Form**. The following is contact information for MVN-CD.

MVN-CD Phone;	(504) 862-2235
MVN-CD Email;	CEMVN-CD@Usace.Army.Mil
MVN-CD Public Webpage;	http://www.mvn.usace.army.mil/About/Offices/Construction.aspx
MVN QACC SharePoint;	https://partners.usace.army.mil/sites/MVN/QACC/default.aspx

5. Uploading test forms.

The exact procedure for uploading test forms to the MVN Quality Assurance Control Center (QACC) SharePoint is dependent on the computer system the user is using. Once an account has been established MVN-CD can assist each user individually by introducing the QACC system and going through the processes needed to upload test files and supporting documents. If at any point a user has questions please contact the MVN-CD-Q Branch for assistance.

Important notes before beginning the upload process; The QACC SharePoint site does have restrictions on characters (delimiters) that can be used for a file name. The following characters are not accepted by the QACC SharePoint site; \ / : * ? " < > | # { } % ~ &. If these characters are used, the QACC SharePoint site may lock up or give an error that indicates 'a nonexistent file'. If this occurs remove the delimiters used in the file name, upload the files again and verify that all files upload because this will stop the upload process for all the files. If it is determined that certain files did not upload repeat the upload process.

The second note is that the QACC SharePoint site will time out and requires logging back in after an extended time of inactivity. The QACC SharePoint site will not indicate it timed out until attempting to perform a function on the site. The site will return to the Log in screen. If this happens, the function previously being performed may not have been performed completely.

6. Revisions and Special Naming Considerations:

When resubmitting files with revisions, the same filename is to be used if possible. If a file is to be submitted to the QACC SharePoint site it is not necessary to include a revision indication in the file name, such as R1 or R2 in the filename. The test form revision should be judicated in the appropriate revision field on the form. The QACC SharePoint site does allow files to be uploaded to the **Test Form** library when the same file name exists. In general, the idea is to keep the filename as simple as possible and the same throughout the submittal and revision process. Do not add unnecessary details to the filename.

If more information is needed, see the Wiki or Discussion board on the MVN Quality Assurance Control Center (QACC) SharePoint. The QA managers are also available if there are other questions.

Appendix B - Material Testing Laboratory Requirements

1. Purpose:

All construction material testing laboratories used in support of the Contractor's Quality Control (QC) testing and the Government's Quality Assurance (QA) testing must receive validation by the Material Testing Center (MTC), Engineering and Research Development Center (ERDC), in Vicksburg Mississippi. This includes all Contractor and government on-site laboratories or commercial laboratories used either for QC or QA testing.

2. Applicability:

This procedure applies to all projects being managed by the New Orleans District for which testing of construction materials is conducted

3. References:

ASTM E 329-06a, Agencies Engaged in the Construction Inspection and/or Testing

ER 1110-1-261 (28 April 99), Quality Assurance of Laboratory Testing Procedures

ER 1110-1-8100 (31 Dec 97), Laboratory Investigations and Testing

Corps of Engineers Validated Laboratories;

Engineering Research and Development Center - Material Testing Center
http://www.erdc.usace.army.mil/Media/FactSheets/FactSheetArticleView/tabid/9254/Article/476661/materials-testing-center.aspx

New Orleans Construction Division Operating Manual (CDOM), 1 March 2002

4. Responsibilities:

The Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) is responsible for ensuring that all testing laboratories used for QC or QA testing are on the electronic validated list for the tests to be performed and for requesting that New Orleans District coordinate as necessary to pursue validation of a desired laboratory.

5. Procedures:

After award, the Contractor submits a QC Plan which delineates the scope of the testing program and identifies the testing laboratory (s) proposed specific tests. Contract specific Quality Assurance Plans will include requirements for QA verification testing by a Corps validated laboratory.

The Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) will ensure that the QC laboratory is independent of the QA laboratory and will work with the Contractor if necessary to select another laboratory for QC or QA testing. The QC plan will

reflect the selected laboratories. If the laboratory proposed by the Contractor is not a currently validated lab, then the Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) will notify the Contractor and request an inspection of the selected laboratory coordinated by MVN-CD-Q in accordance with the procedures described in Construction Division's Operating Manual (CDOM). For planning purposes, the validation process may require a period of six months to complete.

Briefly, the MTC validation process is described as follows:

Validation of a laboratory may consist of either (1) an inspection of the laboratory and their processes or (2) an audit of inspection reports and other documentation furnished by other validating agencies or organizations.

MTC will perform inspections in accordance with ASTM E 329 and applicable tests in ER 1110-2-1906 or tests required by project specifications.

The MTC may validate a laboratory if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years using ASTM E 329. Inspection by the MTC may be required after auditing if one or more of the critical testing procedures required in the project specifications were not included in the CCRL or AMRL inspection report or if there is any question that the laboratory may not be able to provide the required services for the specified tests.

More information about the validation process is available at the following:
Phone; (601) 634-3123
Email; MTC-info@usace.army.mil
Public Website;
http://www.erdc.usace.army.mil/Media/FactSheets/FactSheetArticleView/tabid/9254/Article/476661/materials-testing-center.aspx

6. Records:

Records demonstrating laboratory validation will be maintained by MTC web site for the most current laboratory listing.

Appendix C - Filling Out Test Form Templates

1. Test Form Templates:

The latest Construction Material Testing report forms are located at the following locations:

Navigate to the **MVNQ Test Form Template** library to download the most up to date forms.

https://partners.usace.army.mil/sites/MVN/QACC/TFT/Forms/AllItems.aspx

For access to the Extranet SharePoint site, follow procedures in Appendix A or contact the MVN Construction Division Quality Branch. Once access is granted, reference the Extranet SharePoint site to download the latest test form templates in the MVNQ Test Form Template library, as they are periodically updated and/or revised. Failure to submit the latest version of the test form template will prevent data from being loaded into the QACC database. The rejected form will be required to be resubmitted on the proper test form template.

The Test Form Examples library on the SharePoint site provides guidelines for completing several of the test form templates. Further information, definition and updates can be found in the MVNQTERMS documents and the QACC Wiki located on the Extranet SharePoint site.

On all forms, the Sample Date is defined as the date the test was performed in the field and not the date the sample was tested in the lab. Please use the Remarks section on each form for any comments that pertain to the tests performed. Comments may include items such as: meet specs, meet specs of xx% (for different types of material, say embankment is 90% compaction and trench is only 85%), in-situ material, failing tests reported to John Smith, etc. There is no such thing as too much detail or information.

This reporting and submittal system is to be used for all Corps of Engineers work in the MVN division.

2. MVNQ Terms Document:

The MVNQ Terms document located on the Extranet SharePoint site provides a list of terms that are referenced directly from the MVNQ Test Forms. This document will define the terms used on the MVNQ Test Forms, and in some cases, provide examples of the information needed in associated cells. If there is a term that is not provided, an error or a term that is not defined clearly please contact a QA Manager.

C-1 List of Forms

Form Name	Procedure(s)	Form ID .
Soil Testing Forms		
#200 Wash and Sieve Analysis	ASTM C 117- C136	MVNQS01
Lab Compaction of Soil Standard Effort	ASTM D 698	MVNQS02
Density by Sand Cone	ASTM D 1556	MVNQS03
Unconfined Compression Strength	ASTM D 2166	MVNQS05
Classification of Soils – USCS	ASTM D 2487	MVNQS06
Moisture, Ash and Organic Matter of Soils	ASTM D 2974	MVNQS07
Moisture Content Determination	ASTM D 2216-4643	MVNQS09
In-place Density and Moisture of Soils	ASTM D 6938	MVNQS11
Field Density (Relative Density) - Nuclear Method	ASTM D 6938	MVNQS12
Concrete Forms		
Concrete Compression Test	CCT	MVNQC01
Concrete Field Test	CFD	MVNQC02
Welding Forms		
Welds – LIQUID		MVNQW06
Welds - MAGNETIC		MVNQW06
Welds - RADIO		MVNQW06
Welds - UT		MVNQW06
Welds - VISUAL		MVNQW06

Contractor Quality Control attachments

....follow this page....

CONTRACTOR QUALITY CONTROL PLAN

Contract No. W912P8-__-__-___
Project Name: _____

Contractor: _____

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8.0 Quality Control Program

9.0 Forms

1.0 COMPANY POLICY

_____ Construction, Corp. considers quality control to be an inherent safeguard to ensure quality work and to guarantee that all work is done according to the contract documents in a professional manner. Noncompliance with plans and specifications must be detected promptly, and proper action taken to assure that this policy is a viable tool in monitoring the work.

2.0 PLAN PURPOSE

It is the intent of this Quality Control Plan (QCP) to establish and explain how this construction corporation plans to organize, control, and review all activities according to the plans and specifications provided by the U. S. Army Corps of Engineers with regard to quality for the above reference project. The plans primary purposes are to provide for the level of construction quality required by strict accordance with the plans and specifications.

3.0 QUALITY CONTROL ORGANIZATION

3.1 CQC System Manager

The CQC System Manager (CQCM) has front line responsibility for quality control. He will become thoroughly familiar with all aspects of the project and ultimately inspect all work to ensure quality is being maintained by all craftsmen, vendors and subcontractors. The CQCM is ultimately responsible for inspecting, documenting, and reporting to the contracting officer all aspects of the work described and detailed in the plans and specifications. He is responsible for implementing and enforcing the Quality Control Plan. His duties include, but are not limited to:

a. Implementation of the 3-phase control system for all definable features of work.

b. Day-to-day inspection of the work.

c. Daily on site documentation

d. Ensure that all in-place work meets or exceeds all minimum standards set forth in the plans and specifications.

e. Detect discrepancies or problems on site and immediately bring the same to

the attention of the Contracting Officer's Representative, as should be necessary.

f. Preparation and review of submittals and certification of submittals prior to submission.

g. Maintain document control.

h. Maintain As-built conditions.

i. Interface with the owner and outside agencies as required.

The CQCM proposed for this project is _____. See section 4.0 for a copy of his resume'.

3.2 CQC System Manager Alternate

The CQC system manager alternate will assume responsibilities for all aspects of quality control as required by our Quality Control Plan and the Contract Documents should the CQCM not be able to perform his duties. The CQC system manager alternate for this project is _____.

3.3 Manager of Construction

The Manager of Construction for this corporation is based in the home office in _____ and has a major responsibility for quality control through a supervisory role of the CQCM. The Manager of Construction will at all times keep the field forces focused on the company's commitment to quality in all phases of the work. The Manager of Construction will make routine visits to the site of work. The Manager of Construction for this company is _____.

4.0 RESUME OF PERSONNEL

Attached are resumes of all personnel in the above described organization. The Contracting Officer's approval will be requested before any staff changes occur, if they should become necessary.

QUALITY CONTROL
ORGANIZATIONAL CHART
CONTRACT NO. W912P8-__-__-____

```
                    +---------------+
                    |               |
                    |   PRESIDENT   |
                    |               |
                    |               |
                    +---------------+
                            |
                            |
                    +---------------+
                    |    MANAGER    |
                    |      OF       |
                    |  CONSTRUCTION |
                    |               |
                    +---------------+
                            |
          +-------------------------------------+
          |                                     |
+---------------+                     +---------------+
|      CQC      |                     |               |
|    SYSTEM     |||||||||||||||||||||||    PROJECT    |
|    MANAGER    |                     | SUPERINTENDENT|
|               |                     |               |
+---------------+                     +---------------+
          |
          |
          |
+---------------+
|               |
|     CQCM      |
|   ALTERNATE   |
|               |
+---------------+
          |
          |
+---------------+
|               |
| SUBCONTRACTOR |
|  QC MANAGER   |
|               |
+---------------+
```

4.1 Resume' of _____, CQC System Manager

Personal Data and Education

Date of Birth:
Residence:
Graduate of:
Completed courses in:

Professional Experience

4.2 Resume' of _____, CQCM Alternate

Personal Data and Education

Date of Birth:
Residence:
Graduate of:
Completed courses in:

Professional Experience

4.3 Resume' of _____, Manager of Construction

Personal Data and Education

Date of Birth:
Residence:
Graduate of:
Completed courses in:

Professional Experience

5.0 DESIGNATION OF CQC SYSTEMS MANAGER

(Contractor)

Date

Mr. _____

(Mailing Address)

SUBJECT: Contract No. W912P8-__-__-____
(Project Name)

Mr. _____:

This letter is to designate you as the Contract Quality Control Systems Manager for the subject project. In this capacity, you will be responsible for all aspects of quality control as required by our Quality Control Plan and the Contract Documents. You have complete authority to implement these programs including authorization to stop work which fails to comply with the requirements of the Contract Documents.

Sincerely,

_____, President

6.0 DESIGNATION OF CQC SYSTEM MANAGER ATERNATE

(Contractor)

Date

Mr. _____

(Mailing Address)

SUBJECT: Contract No. W912P8-__-__-____
(Project Name)

Mr. _____

This letter is to designate you as the Quality Control System Manager Alternate for the subject project. Should for any reason Mr. _____ not be able to perform his duties as CQCM, you will assume responsibility for all aspects of quality control as required by our Quality Control Plan and Contract Documents. To enable you to fulfill this responsibility, you have complete authority to implement these programs including authorization to stop work which fails to comply with the requirements of the Contract Documents.

Sincerely,

_____, President

7.0 PROCEDURES

7.1 Scheduling and Managing Submittals.

The CQCM will be the submittal manager. The CQCM has full authority to act for the firm in all submittal matters. His responsibilities include scheduling, review, updating and any submittals required from subcontractors.

Within 7 days of the Notice to Proceed, the CQCM will complete the submittal register contained in Section 01300 and submit to the Contracting Officer 4 copies for approval. Contractor schedule dates will be coordinated with the progress schedule and shall reflect 30-day minimum period for review and approval.

The CQCM will review the submittal register a minimum of every 10 days. The submittal register will be utilized to plan and monitor submittal progress so as to ensure timely approval of methods/materials prior to their scheduled need times. The submittal register will be available for inspection by the Contracting Officer at all times. An updated submittal register will be forwarded to the CO at 60-day intervals or as requested.

The CQCM will review the submittal register during preparatory phase of quality control to ensure that all submittals for the ensuing feature of work are approved and will take action to correct any deficiencies in submittal requirements.

All submittals required by the specifications or as needed for approval of deviation will be submitted by the CQCM in original and 4 copies utilizing ENG form 4025 in accordance with submittal register schedule dates or sooner. Prior to submittal, all shop drawings, data, samples, certifications, and test reports will be reviewed by the CQCM to ensure compliance with the contract requirements. Corrections and revisions will be requested where necessary.

7.2 Control Testing

7.2.1 Test List - A listing of all tests indicated in the contract specifications and additional tests as needed to establish quality control will be incorporated in the Contractor Quality Control Program found in section 8.0 of this plan. This listing will include the name of the test, specification para. number, feature of work tested, responsible person, and frequency.

7.2.2 Testing Facilities - The proposed testing lab for use on this project is:

_____ Testing Laboratories
PO Box _____
_____, LA _____

If required, a resume' of _____ facilities and personnel qualifications will be furnished to the Contracting Officer.

7.2.3 Test Records - All testing activities will be recorded on the CQC report, indicating the name of the test performed, specification paragraph reference, and

location performed. Results of the tests will be recorded on the daily CQC report or attachments. Actual test reports will be furnished promptly to the Contracting Officer as directed by the specifications.

7.3 Inspection

7.3.1 Materials - The CQCM will inspect all material/equipment deliveries for: (1) compliance with approved submittals, (2) damage, (3) correct dimensions and quantities, and (4) required labeling and documentation. The Contracting Officer will be notified of any materials/equipment failing to meet requirements. A record of inspection will be noted in the CQC report and any necessary corrective action will be initiated. Proper storage will be checked.

7.3.2 Off-Site Inspection - The CQCM will inspect manufacturing facilities and material sources as specifically directed by the specifications. Additional inspections will be conducted as necessary to ensure compliance with the specifications. The CQCM will record off-site surveillance activities in the CQC report. Where instances of noncompliance are observed, corrective action will be initiated.

7.3.3 On-Site Inspection - Each craftsman will be charged with the responsibility of performing his or her work in a workman like manner and continually striving for the highest degree of quality. Only craftsman who exhibit an ability to perform and desire to achieve quality will be employed.

The CQCM will routinely and continually inspect the work for compliance with contract documents. His duties, as outlined in 3.1 above, are for the purpose of maintaining and documenting the work as required to achieve a high degree of quality.

The Contract Quality Control Program outlined in paragraph 8.0 of this plan will provide an outline for the CQCM with regard to all definable features of the work. The CQCM's inspection of these work features will be accomplished through implementation of the 3-phase control procedure outline in para 7.4.

7.3.4 Completion Inspection - After completion of all work, the CQCM will conduct a completion inspection of all work features. A punchlist will be developed to identify all items which are not in compliance with the specifications and drawings. The CQCM will establish a date by which each deficiency will be corrected and note such date on the punchlist. A follow-up inspection will be conducted to verify completion of all punchlist items. The completion inspection and any resulting corrective action will be accomplished within the contract performance period. The Contracting Officer will be notified upon completion of the punchlist and corrective work. The punchlist will be made part of the Quality Control documentation by attachment to the CQC report.

7.4 Control Procedures

A 3-phase control system shall be implemented by the Quality Control staff to ensure that construction, including subcontractors and suppliers, complies with the requirements of the contract documents. This system of management will address each definable feature of work beginning with early planning stage requirements and ending with the finished work. Each phase will allow the opportunity to prevent problems and deficiencies and ensure that the accident prevention program is implemented. The 3 control phases are outlined in para 7.4.1 thru 7.4.3.

7.4.1 Preparatory Phase - This phase will be performed prior to beginning work on each definable feature of work. This phase will be conducted at a meeting involving the CQCM/Project Superintendent, QA personnel, and the foreman involved in the particular work feature. The Contracting Officer will be notified 48 hours in advance of the preparatory phase. This phase will include:

a. A review of the applicable section of the specifications and contract drawings. (review specs)

b. A review of the submittal register to ensure that all required submittals are submitted and approved. Take corrective action when necessary. Submittal data will be discussed to acquaint all team members with technical aspects and points particular to the work feature. (review submittals)

c. A check to ensure that materials and equipment are in compliance with approved submittals and specifications. Verify that required materials/equipment are on hand and properly stored. (check material)

d. Verify that preliminary work is completed.

e. Review control testing requirements and verify that testing facilities are approved. Verify that necessary provisions are made for testing. (review testing)

f. A consensus will be reached on planned construction procedures and the required level of quality expected from the CQCM in order to meet contract specifications. (set standards)

g. Review appropriate Activity Hazard Analysis to assure safety requirements are met. The CQCM will inspect all equipment to ensure that minimum requirements for safety provisions in accordance with EM 385-1-1 and applicable regulations are met. (safety check)

h. The above described activities will be documented on the COE form

"Preparatory Phase Checklist". This form will be attached to the CQC report and furnished to the Contracting Officer. Problems and deficiencies apparent during the preparatory phase and corrective action initiated will be noted in this report.

7.4.2 Initial Phase - This phase is performed once a representative portion of work has taken place for each definable feature of work and will be conducted at a meeting involving the CQCM/Project Superintendent and foreman involved in the particular work feature. The Contracting Officer will be notified 48 hours in advance of this phase. Initial phase will include:

a. A check to ensure that preliminary work is completed.

b. Verify that materials/equipment and construction procedures are in compliance with the contract documents.

c. Review control testing requirements.

d. Set standards of quality required to meet contract specifications.

e. Review the Activity Hazard Analysis to ensure safety requirements are met. Check equipment for safety provisions.

f. The above described activities will be documented on the COE form "Initial Phase Checklist". This form will be attached to the CQC report and furnished to the Contracting Officer. Problems and deficiencies apparent during the initial phase and corrective actions initiated will be noted in this report. The initial phase will be repeated any time the CQCM feels that quality standards and safety requirements must be reinforced.

7.4.3 Follow-Up Phase - This phase is accomplished through the daily inspections by the CQCM, also through performance of the required control testing. Follow-up phase efforts will ensure a continuation of quality and safety standards established during preparatory and initial phases until completion of the work feature. The CQCM's follow-up phase activities, including deficiencies noted, corrective action taken, and control testing results will be recorded in the daily CQC report.

7.5 Reporting and Documentation

The CQCM will maintain records of all quality control activities including documentation of control testing and inspection, and maintain integrity of the contract documents through use of the following described forms and procedures. Additional reports will be formulated or added as needed.

7.5.1 Daily Record - The CQCM will utilize the COE furnished forms titled "*Contractor Quality Control CQC Form"* to record daily control activities and resources used, work performed, and other data indicated on this form. The original and two copies will be furnished to the Contracting Officer within 12 hours of the reporting date. The CQCM will maintain copies for his files. Test reports will be included in the CQC report.

7.5.2 Control Phase Checklists - The CQCM will utilize the COE furnished forms entitled "*Preparatory Phase Checklist"* and *"Initial Phase Checklist"* to document these control phase activities. Original and two copies will be attached to the CQC report for the date on which the control phase is completed. A log will be posted at the jobsite office in chart form to record the dates on which preparatory and initial phases were completed for each definable feature of work so as to allow easy verification of control activities.

7.5.3 Tracking Construction Deficiencies - The form for tracking construction deficiencies is the Deficiency Report (DR). A DR can be issued by the CQCM/Project Superintendent or Manager of Construction. All DR's shall be kept and updated by the CQCM. The DR log will be available for inspection by the Contracting Officer. See attached forms for the example of a DR.

The DR tracking log will be in chart form and bound in a log book maintained on site. See attached example of the deficiency report tracking log. The DR log book is available for inspection by the Contracting Officer at all times.

A construction deficiency for the purposes of this plan is defined as:

1. An occurrence in which defective work or work lacking some essential part has been covered or is otherwise left as complete.

2. Products are furnished to the site or incorporated into the work which do not meet the conditions of the contract documents.

3. Inspection points or contract requirements affecting quality of the work that have not been met. Minor defects in work on which construction is underway is not to be considered a Construction Deficiency.

7.5.4 Contract Document Control - The CQCM will maintain a record in log form of the most up-to-date documents issued for construction and adjustments. No contract documents will be replaced or revised without receipt of a modification or direction from the Contracting Officer. The CQCM will maintain As-Built contract drawings.

7.6 Changes to the CQC Plan - Periodically, and at least once weekly, the CQCM

will review the CQC plan with the possible need for changes in mind. During the course of work on this contract, it is reasonable to expect the need for some changes to arise. When they do, the QC Manager will incorporate these changes in the form of written amendments and copies will be furnished to the Contracting Officer.

8.0 QUALITY CONTROL PROGRAM

(Sample only, this is done for each definable feature of wo rk)

Q. C. ACTIVITIES & TESTING REQUIREMENTS FOR DEFINABLE FEATURES OF WORK

CONTRACT W912P8-__-__-____

Definable Feature: Cast In-Place Structural Concrete
Section 03301

Definable Feature		Submittal	Quality Control Activities		
D scription	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete - Grout, Water	03301-15.1.4.1 03301-15.5.1.6	Submittal Register	Grout certificate, equipment & method used, & source of mixing & curing water	Once prior to placement	
Concrete - Finishing Formed Surfaces	03301-12.2	QC Report	Visually inspect all finishing is started within 24 hours of form removal, tie rod holes & defective concrete voids and honeycombs are filled properly, smooth surface	After each placement	
Concrete - Fine Aggregate	03301-15.2.1.1	QC Report	Sieve analysis and fineness modulus determination	At least once each delivery	Testing by _____ Laboratory
Concrete - Coarse Aggregate	03301-15.2.2	QC Report	Sieve Analysis	At least once each delivery	Testing by _____ Laboratory
Concrete - Moisture Test	03301-15.2.2.2	QC Report	Test for moisture content for each size coarse aggregate	At least once each delivery	Testing by _____ Laboratory
Concrete - Mixer Uniformity	C03301-15.2.12	QC Report	Uniformity of concrete determined in accordance with ASTM C 94.	Prior to concrete placement & 1/ 6 mo	

Q. C. ACTIVITIES & TESTING REQUIREMENTS FOR DEFINABLE FEATURES OF WORK

CONTRACT W912P8-__-__-____

Definable Feature: Cast In-Place Structural Concrete
Section 03301

Definable Feature		Submittal	Quality Control Activities		
Description	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete	03301-5.3	Submittal Register	Submit batch plant details, mixer details, conveying methods and equipment, placing, joint clean-up, curing, and weather requirements	once 14 days prior to placement	
Concrete	03301-3.1.1	Submittal Register	Submit 500 lb sample of aggregate to Waterway Experiment Station for testing if an approved supplier is not used	Once prior to concrete placement	
Concrete	03301-5.1.1	Submittal Register	Submit concrete mixture proportion	Once	
Concrete - Materials	03301-5.1.2 03301-5.1.5 03301-5.2.3 03301-5.2.5	Submittal Register	Submit cement cert. of compliance Submit sieve analysis for aggregates Submit air-entraining agent cert. of compliance Submit curing compound cert. of compliance	Once	Testing by supplier or _____ Lab

Q. C. ACTIVITIES & TESTING REQUIREMENTS FOR DEFINABLE FEATURES OF WORK CONTRACT W912P8-__-__-____

Definable Feature: Cast In-Place Structural Concrete
Section 03301

Definable Feature		Submittal	Quality Control Activities		
Description	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete - Placement Preparations	03301-15.2.7	QC Report & LMV Form 1246	Visually & Measure as needed, prior to placement, foundations, const. joints, forms, embedded items, etc., to verify that concrete placement OK	Prior to placement	
Concrete - Air Content	03301-15.2.6.1	QC Report	Test Concrete for air content	Twice per day	Use _____ Laboratory
Concrete - Slump	03301-15.2.5.2	QC Report	Test Concrete slump	Twice per day	Use _____ Laboratory
Concrete - Placement	03301-15.2.8	QC Report	Visually inspect placement operations to verify proper equipment, methods, time interval, temp., yardage placed, & placement method	Each Placement	
Concrete - Curing	03301-13.2,4	QC Report	Inspect all surfaces subject to moist curing & impervious sheet curing	At least once/day	Including weekend/hol.
Concrete - Curing	03301-13.3	QC Report	Assure that curing compound is mixed properly, & meets minimum pressure and coverage requirements	After removal of forms	Measure & visual
Concrete - Vibration	03301-15.2.9	QC Report	Test frequency and amplitude of vibrator	Prior to 1st use & 1/month	

9.0 FORMS

CONTRACTOR QUALITY CONTROL (CQC) FORM

Contractor's Name

_____

_____

_____

Daily Report No: _____ Date: _____
Contract No: W912P8-__-__-____

Project Title and Location: _____

Weather: _____ Rain: ____in. Temp: ____Min. ___ Max.

1. Contractor/Subcontractors and Area of Responsibility:

NUMBER	TRADE	HOURS	EMPLOYER	LOCATION/DESCRIPTION

2. Operating Plant of Equipment. (Not hand tools)

PLANT/ EQUIPMENT	DATE OF ARRIVAL/ DEPARTURE	LEASED/ OWNED L OR O	DATE OF SAFETY CHECK	HOURS USED	HOURS IDLE	HOURS REPAIR

CQC Report Form (Cont'd)

3. Work performed today: (Indicate location and description of work performed by prime and/or subcontractor by letter in table above.)

4. Results of control activities: (Indicate whether P - preparatory, I - Initial, or F - Follow-up Phase. When a P or I meeting is conducted, complete appropriate forms, attached.)

5. Test performed as required by plans and/or specifications:

6. Materials received:

CQC REPORT FORM (CONT'D)

7. Submittals Reviewed:

(a)Submittal No.	(b) Spec/Plan Reference	(c) By Whom	(d) Action

8. Off-site surveillance activities, including action taken:

9. Job Safety: (Report violations; Corrective instructions given, taken.)

10. Environmental Protection: (Report violations; Corrective instructions given, taken.)

11. Remarks: (Instructions received or given. Conflicts in Plans and/or Specifications.)

Contractor's Verification: On behalf of the contractor, I certify this report is complete and correct, and all materials and equipment used and work performed during this reporting period are in compliance with the plans and specifications, to the best of my knowledge, except as noted above.

Authorized CQC System Manager _____ Date _____

PREPARATORY PHASE CHECKLIST FORM

Contract No.: W912P8-__-____ Date: _____

Definable Feature:

_____

Government Representative Notified 48 Hours in Advance Yes____ No ____

I. Personnel Present:

Name	Position	Company/Government

(List Additional Personnel on reverse side)

II. Submittals

1. Review Submittals and/or submittal log 4288. Have all submittals been approved? Yes___ No___

If No, what items have not been submitted?

a.

_____

b.

_____

c.

_____

2. Are all materials on hand? Yes___ No___ If No, what items are missing?

a.

_____

b.

_____

c.

_____

PREPARATORY PHASE CHECKLIST FORM (CONT'D)

3. Check approved submittals against delivered material. (This should be done as material arrives.) Comments:

_____
_____
_____
_____

III. Material storage

Are materials stored properly? Yes___ No___
If No, what action will be taken?

_____
_____
_____
_____

IV. Specifications:
1. Review each paragraph of specifications.

_____
_____
_____
_____

2. Discuss procedure for accomplishing the work. (Include labor and equipment to be used)

_____
_____
_____
_____

3. Clarify any differences from specifications.

_____
_____
_____

V. Preliminary Work - Ensure preliminary work is correct.

If not, what action will be taken?

_____
_____
_____
_____

PREPARATORY PHASE CHECKLIST FORM (CONT'D)

VI. Testing

1. Identify test to be performed, frequency and by whom.

_____
_____
_____

2. When required?

_____
_____
_____

3. Where required?

_____
_____
_____

4. Review Testing Plan.

_____
_____
_____

VII. Safety

1. Review applicable portion of COE EM 385-1-1.

_____
_____
_____

2. Activity Hazard Analysis Approved? Yes___ No___

3. All equipment checked and checklists recorded? Yes___ No___

If not, what action will be taken?

_____

VIII. Corps of Engineers comments during meeting.

_____
CQC Representative

INITIAL PHASE CHECKLIST FORM

Contract No.: W912P8-__-__-____ Date: _____

Definable Feature:

_____

Government Representative Notified 48 Hours in advance Yes___ No___

I. Personnel Present:

Name	Position	Company/Government

(List Additional Personnel on Reverse Side)

II. Is work in full compliance with plans, specifications and submittals. Are procedures and quality control measures being used acceptable.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

INITIAL PHASE CHECKLIST FORM (CONT'D)

III. Preliminary work. Ensure preliminary work is complete and correct. If not, what action will be taken?

_____
_____
_____
_____

IV. Establish Level of Workmanship.

1. Where is work located?

_____

2. Quantity of work performed?

_____

3. Is a sample panel required? Yes___ No___
4. Will the initial work be considered as a sample? Yes___ No___

V. Are standards of acceptance mutually agreed upon? Resolve any differences.

_____
_____
_____
_____
_____

VI. Check Safety.

Review job condition using COE EM 385-1-1 and job hazard analysis. Comments:

_____
_____
_____
_____
_____

_____
CQC Representative

DEFICIENCY REPORT

Contract No.: W912P8-__-__-____ DCR NO.: _____

Project
Name:_____

Contractor:
_____

Description of Deficiency:
_____
_____
_____
_____
_____
_____
_____
_____
_____

Sketch Attached: Yes___ No___

Issued By: _____ Date: _____

Approved and Logged By: _____ Date: _____
CQCM

~~~
~~~

DEFICIENCY REPORT TRACKING LOG

Contract No. W912P8-__-__-____

DR NUMBER	DATE ISSUED	ISSUED BY (Initial)	WORK FEATURE (See DR Report for details)	DATE CORRECTED	DATE INSPECTED	INSPECTOR (INITIAL)

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-- End of Section Table of Contents --

SECTION 01 57 20.01 12

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, materials and equipment, and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract except as noted elsewhere. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to man; or degrade the utility of the environment for esthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise, solid waste-management and management of radiant energy and radioactive materials, as well as other pollutants.

1.2 MEASUREMENT AND PAYMENT

1.2.1 Environmental Protection

No separate measurement or payment will be made for environmental protection including protection of fish and wildlife, except for "Bird Nesting Prevention and Avoidance Measures". Payment for the work covered under this section shall be distributed throughout the existing bid items.

1.2.1.1 Bird Nesting Prevention and Avoidance measures

Measurement for providing bird nesting prevention and avoidance measures will be per day satisfactorily performed. Payment will be made at the contract unit price per day for "Bird Nesting Prevention and Avoidance Measures - OW", if Optional Work is exercised. Price and payment shall constitute full compensation for furnishing all equipment, labor, materials, supplies, supervision, and all operations required to complete the work specified herein.

1.2.2 Non-Regulated Waste

No separate measurement or payment will be made for the work associated with and the disposal of non-regulated debris not specifically covered elsewhere. Payment for the work associated with the disposal of non-regulated debris not specifically covered elsewhere shall be distributed throughout the existing bid items.

1.2.3 Hazardous/Regulated Waste

If the Contractor uncovers an existing hazardous/regulated waste not Contractor generated, not shown on the drawings, or not specified herein, the Contractor shall notify the Contracting Officer's Representative immediately. No measurement shall be made for non-regulated waste. Payment for handling, removal, transportation and disposal of hazardous and/or regulated solid wastes specified in this paragraph will be made as

an equitable adjustment in contract price under the Contract Clause in Section 00700, entitled CHANGES(FAR 52.243-4).

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety and Occupational Health Requirements

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA ESA	(1973) Endangered Species Act
EPA MMPA	(1972) Marine Mammal Protection Act

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

33 CFR 153.203	Procedure for the Notice of Discharge

1.4 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.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environment Pollution Control Plan; G, CD

Environment Pollution Control Plan; G, ODT

The Contractor shall prepare and submit to the Contracting Officer's Representative, for approval, a plan, detailing the efforts that will be undertaken to prevent on-site activities that pose a risk to the environment.

SD-02 Shop Drawings

Bird Nesting Prevention Plan; G, ODT

The Contractor shall prepare and submit to the Contracting Officer's Representative, for approval, a plan, detailing the efforts that will be undertaken to prevent birds from nesting within the minimum distances.

1.6 QUALITY CONTROL

1.6.1 General

The Contractor shall establish and maintain quality control for environmental protection to assure compliance with contract specifications and maintain records of his/her quality control for all construction operations including but not limited to the following:

(1) Submit Environment Pollution Control Plan/Environmental Protection Plan For Contractor on-site activities that pose a risk of an oil spill, include in the plan a Spill Reporting and Response Plan.

(2) Procure applicable Federal, State, and Local regulations on pollution control.

(3) Air Pollution - Checks made on dust, smoke, noise.

(4) Water Pollution - Checks made on disposal of water, oil, etc.

(5) Land Pollution - Checks made on disposal of materials, restoration of temporary construction sites, etc.

(6) Training course for employees.

1.6.2 Reporting

The original and two (2) copies of these records, as well as the records of corrective action taken, shall be furnished the Government daily. Format of report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.7 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his/her authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess cost of damages by the Contractor.

1.8 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

1.9 IMPLEMENTATION

Within 10 days after receipt of Notice of Award, the Contractor shall:

(1) Submit, in writing, proposals for environmental pollution control, disposal of debris, and an Environmental Protection plan. Provide 1 copy each to the Contracting Officer and 1 copy to OD-T; Attention Dr. Linda Mathies for review prior to approval of the document by the

Contracting Officer.

(2) Upon review and approval of requirements above, the Contractor shall meet with representatives of the Contracting Officer to develop mutual understandings relative to compliance with these provisions and administration of the environmental pollution control program and Environmental Protection Plan.

1.10 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications, which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PROTECTION OF LAND RESOURCES

3.1.1 General

The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his/her construction activities to areas defined by the plans and/or specifications. The following additional requirements are intended to supplement and clarify the requirements of the Contract Clauses in Section 00700 CONTRACT CLAUSES, entitled PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (FAR 52.236-9), OPERATIONS AND STORAGE AREAS (FAR 52.236-10), and CLEANING UP (FAR 52.236-12).

3.1.2 Prevention Of Landscape Defacement

The Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the approval of the Contracting Officer. Felling of trees shall be performed in such a manner as to avoid damage to trees to be left standing. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's operations or equipment; he/she shall protect adequately such trees. All monuments and markers shall be protected before beginning operations near them. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. Trees that are scarred shall be immediately painted with an acceptable tree wound paint. Any trees which are damaged beyond restoration shall be removed and disposed of as directed

by the Contracting Officer.

3.1.3 Temporary Excavation And Embankments

If the Contractor proposes to construct temporary roads or embankments and excavation for plant and/or work areas, he shall obtain approval of the Contracting Officer prior to start of such temporary work.

3.1.4 Post-Construction Cleanup Or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, and stockpiles of excess or waste materials upon completion of construction. The Contractor will be required to restore the construction area to near natural conditions which will permit the growth of vegetation.

3.1.5 Recording And Preserving Historical And Archeological Finds

All items having any apparent historical or archeological interests which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and shall immediately report the find to the Contracting Officer so that the proper authorities may be notified.

3.2 PROTECTION OF WATER RESOURCES

3.2.1 Contamination Of Water

The Contractor shall not pollute lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs with fuels, oils, bitumen, calcium chloride, insecticides, herbicides, or other similar materials harmful to fish, shellfish, or wildlife, or materials which may be a detriment to outdoor recreation.

3.2.2 Disposal Of Materials

The methods and locations of handling, transfer, and disposal of materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., within the right-of-way limits shall be such that harmful debris will not enter lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs by erosion, and thus prevent the use of the area for recreation or present a hazard to wildlife.

3.2.3 Fuel and Lubricants

Storage, fueling, and lubrication of equipment and motor vehicles must be conducted in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants, and oil in accordance with all Federal, State, and local laws and regulations. Used lubricants and used oil to be discarded must be stored in marked corrosion-resistant containers and recycled or disposed in accordance with State and local laws and regulations.

3.2.4 Erosion Control

Surface drainage from cuts and fills within the construction limits, whether or not completed, and from waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable

limits. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. Waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.

3.3 PROTECTION OF FISH AND WILDLIFE

The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area which are critical to fish or wildlife.

3.3.1 Nesting Birds

Colonial nesting wading birds (including, but not limited to herons, egrets, and ibis) and seabirds/waterbirds (including, but not limited to, terns, gulls, black skimmers, and brown pelicans) should be avoided to reduce the risk of injuring birds. The nesting activity period generally extends from February 15 through September 15. Presence of nesting wading birds and/or seabirds/waterbirds shall be immediately reported to Mr. Jeffrey Corbino at (504) 862-1958 or Email: Jeffrey.M.Corbino@usace.army.mil. If nests of these birds are present on the work area, a "no-work" distance restriction of 2000 feet for nesting brown pelicans and 1000 feet for all other colonial nesting birds, and 650 feet for terns, gulls, and black skimmers shall be implemented. Coordination by New Orleans District personnel with the U.S. Fish and Wildlife Service may result in a reduction of "no-work" distance restrictions depending on the species of birds found nesting at the work site.

3.3.1.1 Reporting

The presence of nesting wading birds and/or seabirds/waterbirds within the minimum distances from the work area as specified in paragraph "No Work Distances" must be immediately reported to Mr. Jeff Corbino, of the U.S. Army Corps of Engineers at (504) 862-1958 or email: jeffrey.m.corbino@usace.army.mil.

3.3.1.2 No Work Distances

No-work distance restrictions are as follows:

" Terns, gulls, and Black Skimmers - 650 feet;
" Colonial nesting wading birds - 1000 feet; and,
" Brown Pelicans - 2000 feet.

Coordination by the New Orleans District personnel with the U.S. Fish and Wildlife Service may result in a reduction of these no-work distance restrictions depending on the species of birds found nesting at the work site.

3.3.1.3 Bird Nesting Prevention and Avoidance Measures

The Contractor shall prepare and submit to the Contracting Officer's Representative, for approval, a Bird Nesting Prevention Plan, detailing the

efforts that will be undertaken to prevent birds from nesting within the minimum distances, as specified in paragraph "No Work Distances", from any work activity. The plan shall be submitted in accordance with paragraph IMPLEMENTATION. Additionally, one copy of this plan shall be submitted to:

U.S. Army Corps of Engineers, New Orleans District
Attn: CEMVN-OD-T, Mr. Jeff Corbino
7400 Leake Avenue
New Orleans , LA 70118

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 paragraph "Nesting Birds". 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 (Safety and Health Requirements), latest edition. At minimum, nest prevention measures shall include the following:

Flagging/Streamers - Flagging and or streamers at least 2 feet in length and which consist of reflective plastic/mylar type material shall be attached to the top of stakes at least 3 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 a minimum, one terrain vehicle (ATV) and/or one person shall travel throughout the entire disposal area at least once per hour from dawn to dusk.

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 the work and as directed by the Contracting Officer.

3.3.1.4 3.3.1.4 Discovery of Bird Nests at the Work Site

If bird nests are discovered at the work site, immediate notification shall be made, as specified in paragraph "Reporting". The contractor shall immediately mark the bird nests with flagging on stakes 3-feet above the ground surface and no closer than 3 feet from the nest. The contractor shall immediately implement safe work distances from the nest(s), as specified in the "No Work Distances" paragraph, and 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).

3.3.2 Manatees

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, which are protected under the EPA ESA Marine Mammal Protection Act of 1972 and EPA MMPA Endangered Species Act of 1973. The Contractor will be responsible for any manatee harmed, harassed, or killed as a result of construction activities not conducted in accordance with these specifications. All on-site personnel are responsible for observing water-related activities for the presence of manatee(s). Additionally,

personnel should be instructed not to attempt to feed or otherwise interact with the animals, although passively taking pictures or video would be acceptable.

3.3.2.1 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 re-established.

(2) If a manatee(s)is sighted 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.

(4) 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-inch x 11-inch reading, "CAUTION: MANATEE HABITAT/IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA." In the absence of a vessel, a temporary 3-foot x 4-foot sign reading "CAUTION: MANATEE AREA" shall be posted adjacent to the issued construction permit. A second temporary sign measuring 8-1/2-inch x 11-inch 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.

3.3.2.2 Manatee Sighting Reports

Any sightings of manatees, or collisions with a manatee, shall be reported immediately to the Corps of Engineers. The point of contact within the Corps of Engineers will be Mr. Jeffrey Corbino at (504) 862-1958 or Email: Jeffrey.M.Corbino@usace.army.mil.

3.3.3 Pallid and Gulf Sturgeon

The Contractor should minimize potential impacts to pallid and gulf sturgeon associated with cutterhead dredging. In the event a gulf sturgeon is incidentally taken or injured/killed by construction activities, it shall be immediately reported to CEMVN. The point of contact within CEMVN will be Mr. Jeffrey Corbino at (504) 862-1958 or Email: Jeffrey.M.Corbino@usace.army.mil.

(1) When lowering the ladder, the pumping rate should be reduced to

the slowest speed feasible while the cutterhead is being lowered to the channel bottom.

(2) The cutterhead remains completely buried in the channel bottom during dredging operation.

(3) 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 then be increased.

3.4 JANITOR SERVICES

The Contractor shall furnish daily janitorial services for all the offices, shops, or other facilities being used by the Contractor or Government employees, whether existing or Contractor furnished, and perform any required maintenance of the facilities and grounds during the life of the contract. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations but will be accomplished only when the buildings are in daily use. Services shall be accomplished to the satisfaction of the Contracting Officer. The Contractor shall also provide daily trash collection and cleanup of the buildings and adjacent outside areas, and shall dispose of all discarded debris in a manner approved by the Contracting Officer.

3.5 DISPOSAL OF NON-REGULATED DEBRIS AND OTHER WASTE

All debris and other wastes resulting from construction operations on this contract shall be disposed of by removal from the site.

3.6 DISPOSAL OF REGULATED SOLID WASTES

If any hazardous or regulated solid wastes will be generated as a result of the Contractor's operations, the Contractor shall submit a plan that details the proper handling, removal, transportation and disposal of such wastes. The plan shall identify what types of hazardous and/or regulated solid wastes will be generated and shall list the hazards involved with each waste. For the hazardous waste generated on-site by the Contractor must be properly identified within 30 days of generation. No regulated wastes shall be allowed to accumulate on-site for more than 90 days. If the Contractor discovers or comes into contact with any hazardous chemicals or other materials other than those addressed in this specification, the Contractor shall immediately notify the Contracting Officer (CO) who will make a determination as to the course of action.

3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

During the life of this contract the Contractor shall maintain all facilities constructed for pollution control under this contract 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 construction period the Contractor shall conduct a training course that will emphasize all phases of environmental protection.

3.8 REPORTING OF POLLUTION SPILLS

In the event that an oil spill or chemical release occurs during the performance of this contract, the Contractor is required to contact the National Response Center, telephone number 1-800-424-8802 as soon as possible, or if telephone communication is not possible, the nearest U.S. Coast Guard office may be contacted by radio to report the spill, (33 CFR 153.203). The Contractor shall comply with any instructions from the responding agency concerning containment and/or cleanup of the spill.

3.9 TRAINING OF CONTRACTOR PERSONNEL

The Contractor shall train his/her personnel in environmental protection and pollution control. Conduct environmental protection/pollution control meetings for personnel prior to commencing construction activities. Conduct additional meetings for new personnel and when site conditions change. Include in the training and meeting agenda:

a. methods of detecting and avoiding pollution

b. familiarization with statutory and contractual pollution standards

c. installation and care of devices, vegetation covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control

d. anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants

e. recognition and protection of archaeological sites, artifacts, and wetlands

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CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for providing Closeout Submittals, including "As-Built" drawings required under this section. All costs associated therewith shall be distributed amongst the existing bid items.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings; G, DO

As-Built Drawings; G, EDC

Drawings showing final as-built conditions of the project. The final CADD As-Built drawings shall consist of geographically referenced (LA State Plane South 1702, NAD 83 / survey feet) CADD electronic drawing files in the specified format supplied on compact disc, read-only memory (CD-ROM), three (3) copies; three (3) sets of half-scale hard copy prints, and one (1) set of the approved working As-Built drawings.

1.3 PROJECT RECORD DOCUMENTS

1.3.1 As-Built Drawings

This paragraph covers As-Built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working As-Built drawings" and "final As-Built drawings" refer to contract drawings which are revised to be used for final As-Built drawings.

1.3.1.1 Government Furnished Materials

The Contractor will be furnished "as-designed" drawings in Microstation V8 format compatible with a Windows XP operating system. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The plan drawings provided shall be the basis for resulting "As-Built" sheet scale, coverage and layout. If the Contractor submits a CADD project master overview file, it does not eliminate the need for the specific individual plates matching the scale and coverage as those provided in the government furnished CD-ROM.

1.3.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise two (2) sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one (1) set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. The working as-built marked prints and final As-Built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final As-Built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the As-Built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final As-Built drawings shall show, but shall not be limited to, the following information:

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

b. Before and After dredging channel sections and acceptance profiles.

c. Gross and net yards dredged distinguished by dates of dredging and reach of channel dredged.

d. Disposal locations used, including gross yardage placed by site.

e. Period of disposal placement for each disposal site utilized.

f. Dredge discharge pipeline locations (Discharge coordinates).

g. Access corridors utilized, including notation of flotation dredging if constructed.

h. Retention dikes (if constructed/maintained).

i. Vertical control utilized including any applicable conversions.

j. Plan plot of required disposal area surveys.

k. Utility locations as verified by owners, including station, C/L XY-coordinate, and minimum elevation.

l. Channel markers, buoys, daymarkers, etc. surveyed during required preliminary survey efforts.

m. Changes or modifications which result from the final inspection.

n. Modifications will be shown in accordance with the following procedures.

(1) Directions in the modification for posting descriptive changes shall be followed.

(2) A Modification Triangle shall be placed at the location of

each deletion.

(3) For new details or sections which are added to a drawing, a Modification Triangle shall be placed by the detail or section title.

(4) For minor changes, a Modification Triangle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Triangle shall be placed by the title of the affected plan, section, or detail at each location.

(6) The Modification Triangle size shall be 1/2 inch on a side unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

A Utility Summary Sheet that lists every utility (for both the dredging channel and disposal areas) is attached at the end of the section. For every utility, the following verified information shall be provided: C/L Station, C/L XY-coordinate, 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 or disposed on. A sample Utility Summary Sheet is included at the end of this section. The Contractor shall also submit a copy of all utility as-builts, surveys, etc received from the 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.

1.3.1.3 Drawing Preparation

a. Each various feature of work performed shall be distinguishable by color coding and/or symbology. The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

b. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built

drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

1.3.1.4 Qualifications of CADD personnel

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings if required, or prepare additional new drawings.

1.3.1.5 Computer Aided Design and Drafting (CADD) Drawings

a. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows.

(1) Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders

(2) Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders

(3) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.

b. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 980-C-10.DGN) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer "?-ANNO-NOTE" where "?" represents the discipline designator (for example; "C" for Civil, "E" for electrical, "S" for Structural, etc.).

c. Within twenty (20) days after Government approval of all of the working as-built drawings, the Contractor shall prepare the final CADD as-built drawings and submit two (2) sets of hard-copy prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within ten (10) days the Contractor shall revise the CADD files accordingly at no additional cost and submit the final As-Built drawing package for the entire project. The submittal shall consist of one (1) set of electronic files on compact disc, read-only memory (CD-ROM), three (3) sets of hard-copy prints and one (1) set of the approved working As-Built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or an adjustment necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system.

1.3.1.6 Final As-Built Drawings

a. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked either "As-Built drawing" denoting no revisions on the sheet or "Revised As-Built" denoting

one (1) or more revisions. Original contract drawings shall be dated in the revision block.

b. In lieu of revising contract cross section drawings to depict before and after conditions, the Contractor is allowed to submit electronically plotted cross sections depicting before and after dredging cross sections overlayed with the required dredge template. The submission shall be in pdf format, such that each individual cross section is paged and scaled to 8.5" x 11" paper.

c. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final As-Built drawings shall be accomplished before final payment is made to the Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

Dredging Region: _____ Date submitted: _____

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 of Utility	Type of Utility	Owner Name	Owner Point of Contacts (email address, phone number, and physical address)	Notes:

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SURVEYS

PART 1 GENERAL

1.1 SCOPE

The work provided for in this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for surveying as specified herein; and as shown on the drawings.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for surveys as specified herein. Payment will be included in the applicable contract unit price for "Dredging - Reach 1", "Dredging - Reach 2", or "Dredging - Reach 3".

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Preliminary Field Surveys; G, CD

Prior to taking any original cross-sections, the Contractor shall run a preliminary electronically controlled field survey of the base dredging reach. (See paragraph "Preliminary Field Surveys")

Before and After Dredging Cross Sections

Before and after dredging cross sections of the South Pass channel shall be taken and submitted. (See paragraph "Before and After Dredging Cross Sections")

Disposal Area Surveys

Before and after disposal surveys shall be taken at each wetland creation area used and/or anticipated to be used by the Contractor to adequately capture impacts of material disposal. (See paragraph "Before and After Disposal Area Surveys")

SD-05 Design Data

Compiled Survey Data CD Disk

All survey data shall be collected, recorded and processed. The Contractor shall furnish the required data on compact disk (CD) containing ASCII character set. (See paragraph "Data")

Preliminary Field Surveys; G, CD

Preliminary Field Surveys; G, EDC

Before and After Dredging Cross Sections

Disposal Area Surveys

SD-09 Manufacturer's Field Reports

Calibration checks

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. (See paragraph "Calibration")

1.4 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:

(1) Layouts and Surveys. Daily log of layout and surveys consisting of type and location using Contractor furnished control system as stated in the Contract Clause in Section 00700, entitled LAYOUT OF WORK (FAR 52.236-17).

(2) Reporting. The original and two copies of these reports and tests as well as the records of corrective action taken shall be furnished the Government daily. 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. Format of report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.5 PROFESSIONAL CERTIFICATION

All surveys shall be performed in the presence of the Contracting Officer's Representative. All surveys shall be performed under the direction of and certified by a Professional Land Surveyor currently licensed by a state of the United States. In addition, the surveyor shall document at least three years of experience in hydrographic surveying of navigable channels.

1.6 SURVEY EQUIPMENT

1.6.1 Survey Boat

The Contractor shall furnish diesel or gasoline-powered boat(s), twin screw, not less than 30 feet in length, enclosed cabin space for six (6) passengers, air conditioned and heated, fully operated, Coast Guard certified, radar equipped, and an operable radio (same frequency as dredge). The survey boat(s) shall be equipped with electronic positioning equipment for conducting channel surveys and a surveying lead line as described in EM 1110-2-1003, Chapter 8-2, and shall be capable of maneuvering to permit surveying within the tolerances specified in paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION. The survey boat(s) will be used solely for surveying and not providing the inspector's

(Government agent's) transportation as stated in Section 35 20 23.00 12 DREDGING, paragraph entitled "Inspectors (Government Agents) Transportation" unless in the case of mechanical malfunction of Government transportation. No smoking shall be allowed inside the cabin and operator's space while occupied by Government personnel. No smoking signs shall be posted.

1.6.1.1 Additional Capacity

Due to shallow depths within the proposed disposal areas, surveys may have to be performed with shallow draft equipment such as airboats, skiffs, marsh buggies, ATV's, etc. and/or conventional means of data collection.

1.6.2 Fathometer

1.6.2.1 General

All survey soundings shall be taken with a precision, high-resolution (0.1-ft) 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 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-ft). If a dual frequency fathometer is utilized, 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 3-ft under the transducer face(s) to a maximum of 60-ft. At this maximum depth, the sounding accuracy must be 0.5-ft (28 kHz transducer) and 0.1-ft (200 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 0-60-ft full-scale and graduated in 1-ft increments with numeric depth annotations at the 0, 10, 20, 30, 40, 50, and 60-ft 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. 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 components for horizontal position tagging and data storage. Additionally, the surveyor shall print the control parameter settings on the chart paper at start of all surveys and when any control settings are changed and before and after all bar check. Prior to the Contractor taking field surveys, control parameter settings shall be turned into the Government Inspector for review to insure the settings meet the surveying parameters.

1.6.2.2 Calibration

Hydrographic fathometer calibrations shall be performed at the survey site by methods described in EM 1110-2-1003, Chapters 9-7 thru 9-10 and at a frequency listed in Table 9-6 for navigation and dredging support surveys with soft bottom materials. The acoustic traces of the bar and ball check calibrations shall be captured on the fathometer paper chart (at 10, 20 and 30-ft. 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 calibrations and soundings shall be made in the presence and to the satisfaction of the Contracting officer's Representative at the job site.

1.6.2.3 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 a 83.3 microsecond long signal. 2 cycles (i.e. LF Pulse Width Setting = 2/24,000 Hz = 83.3 microseconds).

1.6.3 Automatic Recording Tide Gage

The Contractor shall furnish a Hazen or compatible remote, automatic recording tide gage that may be monitored aboard the dredge. The Auto Gage shall be initially calibrated to the staff gage and once a week the staff gage and auto gage shall be calibrated through the completion of the job. The calibration back up data shall be submitted to the Government Inspector for daily reports.

1.6.4 Lead Line/Level Rod

Disposal area surveys may require the use of convention survey means to obtain required data. Lead lines used for soundings shall consist of a seven (7)-pound lead having a six (6)-inch mushroom shaped bottom attached to a low stretch line graduated in 0.1-foot increments. Level rods, if used for soundings, shall have a six (6)-inch diameter plate attached to the bottom. Methodology to obtain additional conventional survey requirements shall be approved by the Contracting Officer's Representative. If a total station instrument is used to perform the survey, the Contractor shall submit a copy of the survey data on magnetic media, a printout of the survey data, and computer-plotted profiles and cross sections from the original data. Plotted cross sections and profiles plus duplicate notes shall be kept at the jobsite at all times and made available to the Government.

1.6.5 Positioning Equipment

1.6.5.1 Electronic Surveys

Positioning equipment for electronic surveys shall be capable of achieving the required accuracy stated in paragraph "Positioning Surveys". Initial calibration and subsequent checks shall be in accordance with the manufacturer's instructions as required in paragraph 3.1.1 "General".

1.6.5.2 Data

The data obtained from the electronic control system (paragraph "Positioning Surveys") and the echo depth sounding instrument shall be collected, recorded and processed. Soundings shall be taken to the nearest 0.1-foot and X & Y coordinates of the location should be 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 shall furnish the required data via email to mvn-cd-q-testresults@usace.army.mil. The information received should 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 sounding, and (d) remarks such as the station number (i.e. 1+00), CL (for centerline), ES (for end of station), EJ (for 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 shall also be included. The electronically recorded data files, along with a hard copy of the track plotter surveys, and a Compiled Survey Data CD Disk, plotted on the chart to show compliance with alignment, shall be presented to the Government Representative on site no later than 2 days after the survey is taken. 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. Additional format requirements for these files will be discussed, and sample formatted files will be made available, at the pre-work coordination meeting. 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.). The format for survey file(s) to be submitted to the Government will be as specified in paragraph "Format of Surveys".

1.6.5.3 Format of Surveys

Survey data shall be collected in accordance with the "USACE New Orleans District Minimum Survey Standards", and delivered in USACE EM Format as described in "Engineering Manual File Format Specifications". The links to these documents are

http://www.mvn.usace.army.mil/Missions/Engineering/SurveySection/SurveyingGuidelines.aspx

and

http://www.mvn.usace.army.mil/portals/56/docs/engineering/Geospatial/EM_Format09.pdf

USACE Survey Drivers shall be used to check for proper formatting. The drivers can be downloaded from

http://www.mvn.usace.army.mil/Missions/Engineering/GeospatialSection/USACESurveyDrivers.aspx

1.7 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 1110-2-1003	Hydrographic Surveying

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 COMMENCEMENT, PROSECUTION, AND COMPLETION

3.1.1 General

Surveys for all fixed stations shall be performed in accordance with Class 1 Third Order accuracy as defined by the National Oceanic and Atmospheric administration in "Classification, Standards of Accuracy, and General Specifications of Geodetic control Surveys". 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.

3.1.2 Positioning Surveys

These surveys shall be controlled using electronic surveying equipment. Information and data to reestablish the Government baseline, or to establish the relationship between the electronic control system and the Government baseline and the channel centerline will be furnished by the Government upon request. The electronic positioning fixed stations (antenna locations) shall be located at points that will give the greatest amount of accuracy to the dredge and survey boats using the equipment. The coordinates of the fixed stations shall be tied to the channel centerline and shall be made available to the Government upon request. A positional tolerance of +/-5-feet will be permitted for surveys performed using electronic positioning equipment installed on the dredge and/or survey boats.

3.1.3 Preliminary Field Surveys

Prior to taking any original cross-sections, the Contractor shall run a controlled preliminary field surveys locating the centerline control points, and all towers, pipelines, buoys and channel markers within the limits of the work. Controlled cross sections of the channel, 600 feet in width (300 feet each side of centerline), shall be taken at approximately 1000 foot intervals within the limits of dredging.

The data from this survey shall be plotted on a layout sheet (Track Plotter Chart) and submitted to the Contracting Officer for determination of the final channel alignment. 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.

3.1.4 Before and After Dredging Cross Sections

"Before and After" dredging cross sections of the channel for measurement of work shall be taken at approximately 200-foot intervals along the channel and at all P.I's, P.C.'s and P.T.'s. The soundings shall be made with a depth-sounding instrument described in paragraph "Fathometer".

Distances between soundings on each cross section shall not exceed 5 feet on an azimuth normal to the centerline of the cut. A tolerance of +/- 20 feet normal to and between the designated station and the actual survey line will be permitted. Data may be transmitted from the depth sounding equipment and recorded directly onto magnetic media, or picked from the depth sounding charts. If soundings are obtained from the depth sounder rolls, they shall be picked from the top of the true bottom line. Reflected lines (fluff lines) from lighter sedimentary materials shall be disregarded. Soundings shall be chosen to the nearest 0.1-feet. 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 augmented with lead line measurements. These lead line measurements must be notated on the fathometer paper chart. Regardless of which data collection method is used, the depth sounder rolls shall be furnished to the Government. Data shall also be furnished to the Government in a structured IBM compatible ASCII format on magnetic media as specified in paragraph "Data". A layout of the before dredging cross sections shall be prepared and plotted on a layout sheet (Track Plotter Chart) showing the ranges plotted in plan view. In addition, the cross section information shall also be plotted on a printout sheet, 1 inch = 100 feet horizontal and 1 inch = 5 feet vertical scales, along with a section showing the required theoretical section. 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 Contracting Officer’s Representative.

3.1.5 After Dredging Profiles

As soon as quantity surveys have been completed over an acceptance reach, as specified in Section 35 20 23.00 12 DREDGING, paragraph entitled "Acceptance Reach", these surveys shall be supplemented by profiles taken over the same acceptance reach. The depth sounding instrument used to make the before dredging cross sections shall be used to make the after dredging profiles. No substitutions will be permitted unless approved by the Contracting Officer. Distances between soundings on each profile shall not exceed 5 feet. A tolerance of +/-20 feet normal to and between the designated station and the actual survey line will be permitted. Controlled profiles of the channel shall be made along the channel centerline and one 20-feet inside of each outside bottom edge of the cut at each outside bottom edge of the cut. For channels greater than 300-feet wide, two (2) additional profiles shall be made and they shall be located midway between the centerline of the channel and the bottom edge of the cut. The Government reserves the right to direct additional soundings to be taken along ranges normal to the above defined acceptance profiles. Acceptance profiles shall be used in preparation of the As-Built profile drawing(s).

3.1.6 Before and After Disposal Area Surveys

3.1.6.1 Before Disposal Surveys

3.1.6.1.1 General

Before Disposal surveys are not required at all potential disposal areas. However, surveys as described below are required at the specified areas whether or not used by the Contractor for disposal.

3.1.6.1.2 Marsh Creation Platforms

Before disposal area surveys shall be taken on approximate 1000 foot intervals at the six (6) marsh creation platform sites: Disposal area 1, Disposal area 2, North Cell, Castille Disposal Area, Leblanc Disposal Area, and Windham Disposal Area, whether or not used by the Contractor. The required cross sections shall reference channel centerline stationing. Approximately three (3) cross sections shall be taken of Disposal area 1, from bankline to 200-feet pass disposal area boundary. Approximately three (3) cross sections shall be taken of Disposal area 2, from bankline to 200-feet pass disposal area boundary. Approximately four (4) cross sections shall be taken at the North Cell, as shown on drawings, extending from the existing dike/embankment to the southeastern limit of disposal. Approximately five (5) cross sections shall be taken at the Castille Disposal Area, as shown on drawings, extending from the existing marsh on the southwestern limit of disposal into the disposal area to the southeastern limit of disposal. Approximately eight (8) cross sections shall be taken at the Leblanc Disposal Area, as shown on drawings, extending from the existing marsh on the southwestern limit of disposal into the disposal area approximately 1500 feet. Approximately two (2) cross sections shall be taken at the Windham Disposal Area, as shown on drawings, extending from the existing marsh on the southwestern limit of disposal into the disposal area approximately 1500 feet. The distance between soundings and/or rod readings shall be approximately 50 feet, and adjusted to capture all abrupt breaks in grade. Soundings and/or rod readings shall be recorded to the nearest tenth of a foot. All survey data shall be promptly plotted and furnished to the Contracting Officer's Representative. All survey data shall be recorded as specified in paragraph "Data".

3.1.6.2 After Disposal Surveys

(1) After disposal area surveys shall be taken only at disposal sites used by the Contractor. In general, after disposal surveys shall consist of cross sections taken at approximate 500 foot intervals across the areas that received dredged material placement. The number of required cross sections at each site shall be determined by the extent of disposal performed. The width of each cross section taken shall be adequate to encompass the entire resulting dredge fill. The number, length, and location of proposed after disposal cross sections shall be approved by the on-site Government Inspector prior to initiation of survey activities. After disposal cross sections of the limits of disposal area used shall be taken and plotted as soon as practicable upon completion of deposition within the area. The distance between soundings and/or rod readings shall not exceed 50 feet, and shall capture all abrupt breaks in grade. Soundings and/or rod readings for all disposal area surveys shall be recorded to the nearest tenth of a foot. All survey data shall be promptly plotted and furnished to the Contracting Officer's Representative. All survey data shall be recorded as as specified in paragraph "Data". Copies of the plotted "After-Disposal" sections and profiles shall be included in the required AS-Built Drawings.

(2) Surveys of South Pass Spit shall begin at each respective Single Point Discharge (SPD) location, and proceed at 500 foot intervals along the newly developed spit alignment. The final cross section shall be taken beyond the limits of dredged material placement, to capture one (1) cross section of pre-existing spit condition data.

3.1.7 Access Corridors

(1) The Contractor shall perform before and after construction surveys of all access corridors to be used. All surveys data shall be provided in electronic format as specified in paragraph "Data". The before construction surveys shall consist of a centerline profile of each proposed access corridor. The after construction surveys shall consist of a centerline profile and cross sections at 200 foot intervals. The cross sections shall be adequate to encompass the areas impacted by excavation and stockpiled material(if allowed). All profiles shall be taken with shots at 20 foot intervals. The cross section surveys shall be taken perpendicular to and extending a minimum of 100-feet from either side of the centerline. Soundings and/or rod readings shall be taken every 20 feet, with zero(0) distance at the centerline of the cross sections. All soundings and/or rod readings shall be recorded to the nearest tenth of a foot and expressed in feet referenced to MLLW.

(2) The Contractor shall provide plan plots of the access corridors, showing "after" construction elevations. The plots shall be to a scale approved by the Contracting Officer's Representative. The plots shall be included in the required As-Built drawings.

3.1.8 Retention Dikes, Freshwater Reservoir (Castille Disposal Area)

To verify that the Contractor's retaining dikes have been constructed and/or maintained to meet minimum specifications, the Contractor shall submit a centerline profile of the Castille Disposal Area perimeter dike. Cross sections shall also be taken for all required rehabilitation reaches of dike. These surveys shall follow the following criteria: C/L profile - rod readings taken at 50 foot intervals along the dike crown C/L; cross-sections taken at 300 foot intervals perpendicular to the dike C/L, defining the crown width, side slopes, and elevations, including all abrupt changes in grade. The cross sections shall extend far enough to capture the limits of the borrow pits. The data from these surveys shall be given to the Contracting Officer for review and approval prior to discharge operations commencing in any confined disposal area.

3.1.9 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 Officer's Representative. The Contractor shall promptly plot the before and after dredging cross sections on a scale of 1-inch = 30-feet horizontally and 1-inch = 5-feet vertically, or as determined by the Government Inspector. The survey for progress payments shall have the theoretical design section superimposed thereon. Plotted cross sections, plan view sections, acceptance profiles, and duplicate notes shall be kept at the jobsite at all times and made available to the Contracting Officer's Representative as required. The contractor shall furnish to the Contracting Officer's Representative the plotted original cross sections for a minimum distance of 2000-feet ahead of dredging.

-- End of Section --

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DREDGING

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, materials, and equipment and performing all operations necessary for the removal of all materials to the required dimensions as shown on the contract drawings, satisfactory disposal thereof, and all operations incidental thereto. Prior to any activities on the Pass A Loutre Wildlife Management Area (PLWMA), U.S. Army Corps of Engineers (USACE) and the Contractor shall conduct a pre-construction coordination meeting with PLWMA personnel. USACE will contact Mr. James Donovan at jdonovan@wlf.la.gov or Mr. Lance Campbell at 337-735-8668 or ljcampbell@wlf.la.gov to arrange a coordination meeting.

1.2 QUANTITY SURVEYS

A survey of the sites for dredging shall be made in accordance with the provisions of Section 02 21 10.00 12 SURVEYS and all measurements to determine dredging quantities will be based on the "before and after dredging" cross sections described therein. The soundings and contours shown on the contract drawings are representative of conditions that existed May 2024 and do not necessarily represent existing conditions. Survey data reflecting most recent conditions will be obtained prior to contract award, and provided by amendment prior to bid opening. The elevations shown thereon shall be verified or corrected and shall replace the "before dredging" surveys. Determinations of quantities to be paid for in the area specified, after having once been made, will not be reopened.

1.3 AFTER DREDGING PROFILES

Should the acceptance profiles and/or soundings described in Section 02 21 10.00 12 SURVEYS, paragraph "Acceptance Profiles", disclose any lack of the required dimensions, the Contractor shall redredge the area at no additional expense to the Government. After redredging, the required dimensions shall be verified by rerunning the profiles. Redredging shall be performed until the acceptance profiles and/or soundings show that the required dimensions have been obtained.

1.4 MEASUREMENT

1.4.1 Quantity Computations

The quantity of dredged material removed and to be paid for will be measured by the cubic yard by computing the volume along the centerline between the "before and after dredging" cross sections and the required dimensions as shown on the contract drawings using the average end area method. No allowance will be made for excessive dredging except as provided in paragraph "Excessive Dredging". In order for the Government to make dredging volume computations, the Contractor shall furnish the track plotter charts described in Section 02 21 10.00 12 SURVEYS, paragraph "Preliminary Field Surveys", and the "before and after dredging" data

described in Section 02 21 10.00 12 SURVEYS, paragraph "Before and After Dredging Cross Sections".

1.4.2 Acceptance Reach

For the purpose of acceptance, the completed work will be accepted in reaches of 2,000 linear feet along the channel centerline, but not later than two (2) weeks upon completion of dredging within that acceptance reach over the full bottom width of the required dimensions specified on the contract drawings. The Contractor may be allowed to take "after dredging" cross sections as soon as a station is completed behind the dredge until the entire 2000-foot acceptance reach has been completed, subject to approval by the Contracting Officer's Representative. All after dredging cross-section data for that 2,000-foot acceptance reach shall be submitted as one (1) file.

1.4.3 Timely Performance Of Quantity Surveys

"Before-dredging" quantity surveys shall be made at least 2,000-feet in advance of dredging operations, not more than two (2) weeks prior to commencement of work in the acceptance reach or channel reach to be covered by the survey unless an exception is granted by the Contracting Officer. After dredging profiles shall be made within 2,000-feet behind the dredge, not more than two (2) weeks after completion of work in any acceptance reach. After dredging quantity surveys and after dredging profiles shall be taken in conjunction of each other. Deviations from this limiting time element may be necessary because of unusual job conditions or adverse weather, but shall be subject to approval by the Contracting Officer. Before and after dredging survey data shall be plotted and submitted to the Government in 2,000-feet reaches within three (3) calendar days after the surveys are taken.

1.4.4 Progress Payments

Monthly progress payments will be made based on quantities determined using "before and after dredging" surveys taken in accordance with Section 00700 Contract Clause entitled QUANTITY SURVEYS (FAR 52.236-16) and Section 02 21 10.00 12, SURVEYS; provided the after dredging surveys and any additional soundings that may be directed indicate that the Contractor has met the required dimensions and acceptance reach length.

1.4.5 Floatation Access Channel/Access Corridor

No measurement will be made for excavation of flotation access channels and access corridor work.

1.4.6 Dike and Closure Construction/Maintenance

No measurement will be made for dike and closure construction,required maintenance to existing dikes/closures, and or deflection dikes/weirs necessary to control flow of dredged material.

1.4.7 Radio And Telephone Communication Equipment

No separate measurement will be made for furnishing and maintaining radio and telephone communication equipment.

1.5 PAYMENT

1.5.1 Mobilization And Demobilization

Initial mobilization and final demobilization of the Contractor's plant and equipment under this contract will be paid for as stipulated in the Contract Clause in Section 00700, entitled PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DFARS 252.236-7004).

1.5.2 Dredging

Payment for dredging will be made at the applicable contract unit price per cubic yard for "Dredging-Reach 1", "Dredging-Reach 2", or Dredging-Reach 3". Price and payment shall constitute full compensation for furnishing all plant, labor, materials, equipment and performing all work required for dredging. This work includes any additional soundings that may be directed, excavation, disposal of materials, furnishing diesel powered crewboats fully operated, providing aluminum skiffs fully operated, furnishing survey vessel(s) as required in Section 02 21 10.00 12 SURVEYS, pollution control, furnishing and maintaining radio and telephone communications equipment, and all operations incidental thereto.

1.5.3 Flotation Access Channel/Access Corridors

Payment for excavation and backfill of flotation access channels or access corridors will be made at the contract job price for "Flotation Access Channel/Access Corridor". Price and payment shall constitute full compensation for furnishing all plant, labor, materials, and equipment required to perform excavation and backfill of the required flotation channel(s) for access, and for all work required to improve access to the disposal sites..

1.5.4 Dike and Closure Construction/Maintenance

Payment for dike and closure construction/maintenance will be made at the contract job price for "Dike and Closure Construction/Maintenance". Price and payment shall constitute full compensation for furnishing all plant, labor, equipment and materials for construction of the new dike and closures; including maintenance of existing dikes and/or closures, and dredge effluent disposal; as specified herein and as shown on the drawings.

1.5.5 Radio And Telephone Communication Equipment

No separate measurement or payment will be made for furnishing and maintaining radio and telephone communication equipment. Payment will be distributed amongst the existing bid items.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Dredge Plant Data

Plant Data Sheets. The Contractor shall complete the plant data sheets attached at the end of this section for the dredge and attendant plant the Contractor intends to use to perform the work under this contract. Dredge physical data is required for submittal in the data sheets.

Plan of Operation; G, ED

Submit a Plan of Operation at each pipeline and utility crossing. (See paragraph WORKING IN THE VICINITY OF STRUCTURES AND UTILITY CROSSINGS)

Disposal of Dredged Material; G,ED

Submit a disposal of dredging material plan in Government furnished disposal areas no later than seven (7) days prior to commencement of the work. (See paragraph DISPOSAL OF DREDGE MATERIAL)

Access Plan; G,ED

See paragraph "Access Plan" and Section 01100 GENERAL PROVISIONS, entitled ACCESS PLAN.

Construction Schedule; G,CT

See paragraph "Construction Schedule", and Section 00700 paragraph SCHEDULES FOR CONSTRUCTION CONTRACTS (Far 52.236-15 - APR 1984).

SD-07 Certificates

Certified Letter; G, EDC

Copy of Certified Letters to Pipelines and Utilities Owners

SD-11 Closeout Submittals

Report of Operations; G,EDC

(See paragraph "Report Of Operations")

1.7 QUALITY CONTROL

The Contractor shall establish and maintain quality control for dredging operations to assure compliance with contract requirements and maintain records of his/her quality control for all dredging operations including but not limited to the following:

(1) Dredging. Visual classification of material; limits of dredging as to bottom grades and widths; side slopes; alignment of channel.

(2) Retaining Dikes and Closures. The location, widths, grade, and side slopes of retaining dikes, deflection dikes, weirs, and closures, associated borrow, and maintenance of integrity of retaining dikes and closures during pumping operations.

(3) Flotation Channels and Access Corridors. The location, grade, disposal requirements, and adherence to usage of allowable access corridors and flotation channels.

(4) Dredged Material Disposal. Limits of dredged material as deposited in a disposal area, alignment, and location. Surveillance and location of the dredge discharge outlet. Surveillance of elevation of material placed within disposal areas.

(5) Discharge Effluent. Any shoaling or leak in pipeline, and operation of waste weirs where constructed.

(6) Reporting

1.7.1 Quality Control Reports

The original and two copies of these reports and tests, as well as the records of corrective action taken, shall be furnished the Government daily. Format of this report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.7.2 Report Of Operations

(1) The Contractor shall prepare and submit a Report of Operations (ENG Form 4267) for each dredge working. This report shall be submitted on a daily basis and not in groups, e.g. several daily reports packaged together at one time. A sample of ENG Form 4267 is included at the end of this section.

(2) 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 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 MVN Form 322 is attached at the end of this section.

(3) The Contractor shall submit the leverman's log (cutters), mate's log (hoppers), or similar, or any other documentation as requested by the COR pertaining to dredging activities, both electronically and hard copy on a daily basis.

(4) All required reports shall be made available in electronic format. The Contractor shall distribute one (1) copy of each report to each of the following:

(a) U.S. Army Engineer District, New Orleans
New Orleans Area Office
ATTN: Mr. John Thompson
7400 Leake Avenue
New Orleans, LA 70118

(b) Government Inspector

(5) One copy of each Report of Operations shall be maintained by the Contractor on the dredge(s).

(6) Upon completion of work a comprehensive compilation of all prepared reports shall be supplied on CD ROM, grouped by report type, and organized chronologically to CEMVN-EDC, ATTN: Scott Clement. Submittals shall include one PDF file of all form 4267 in chronological order with the form 322(s) combined into one file.

(7) Further instructions on the preparation of the reports will be furnished at the Preconstruction Conference.

1.7.3 Construction Schedule

The Contractor shall submit a practicable Construction Schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work. The requirement is specified and further detailed in the Section 00700 FAR Clause 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS.

1.7.4 Access Plan

The Contractor shall submit an Access Plan to be reviewed and approved by the Contracting Officer. The requirement is specified and further detailed in the Section 01100 GENERAL PROVISIONS, entitled ACCESS PLAN.

1.8 RADIO AND TELEPHONE COMMUNICATIONS

1.8.1 Maritime Radio Transceiver

The Contractor shall furnish and maintain throughout the contract, one FM ship's radio transceiver with power not in excess of 25 watts, and at least 15 watts output on the maritime frequencies of 156.800 (Channel 16) and 156.375 (Channel 67) MHz 16F3 emission, with a tolerance of plus or minus 5 kHz deviation at 100 percent modulation for communication concerning navigation in the vicinity of the dredge. The radio shall be operated in accordance with FCC rules and regulations.

1.8.2 Radio Equipment For Additional Dredges

In the event that the Contractor has more than one dredge operating simultaneously under this contract, the above-specified radio equipment shall be furnished and maintained on each dredge. The radio transceivers provided for in paragraph Maritime Radio Transceiver shall be continuously monitored by qualified Contractor personnel aboard each dredge.

1.8.3 Cellular Telephone and Internet

The Contractor shall provide at least one (1) cellular telephone aboard the dredge. Cellular phone service shall be available to Government personnel for conducting official Government business 24 hours per day, seven (7) days per week. In the event that more than one (1) dredge is assigned to contract, there must be one (1) cellular phone per dredge. The Contractor shall also provide 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 must field verify that the service provider chosen has adequate continuous coverage at the construction site. The Contractor shall be responsible for the installation, maintenance of and the monthly service fees necessary to provide continuous cellular telephone and high speed Internet service for the duration of the contract. Final approval of the plant will not be made until the equipment is installed and in good working order.

1.8.4 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 164.46. The system shall be operable at all times throughout the contract period. No separate measurement or payment will be made for AIS equipment. The Contractor shall include any and all costs for AIS equipment in the contract prices for the items to which the equipment is incidental. For further information, go to:

https://www.ecfr.gov/cgi-bin/text-idx?SID=2e33062dd9a775a8fd1f7a98b3f38bcc&mc=true&node=se33.2.164_146&rgn=div8

1.9 PLANT

1.9.1 General Requirements

The Contractor shall keep on the job the necessary dredge equipment and attendant plant to meet the requirements of the work. The dredge equipment and attendant plant shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in specifications and shall be subject to inspection by the Contracting Officer's representative at all times.

1.9.2 Plant Data Sheet Submittal

The Contractor shall complete the Dredge Plant Data sheets attached at the end of this section for the dredge and attendant plant the contractor intends to use to perform the work under this contract. Dredge physical data is required for submittal in the data sheets. If any of the data submitted in the plant data sheets 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. The completed data sheets shall be submitted within five (5) calendar days after Contractor receipt of Government Notice to Proceed. The dredge plant data shall be submitted to the ACO at the address listed in paragraph "Report of Operations".

1.9.3 Capacity

No reduction in the capacity of the dredge equipment and attendant plant employed to execute the work shall be made except by written permission of the Contracting Officer. The measure of the "Capacity of the Dredge and Attendant Plant" shall be its actual performance on the work to which these specifications apply.

1.9.4 Inspectors (Government Agents) Transportation

The Contractor shall furnish, throughout the contract period, for the exclusive use of the Government: a diesel-powered or gas-powered crew boat, with twin propellers, capable of maintaining and traveling no less than the minimum speed of 30 miles per hour / 26 knots, not less than 40 feet in overall length, with enclosed space for at least six passengers after installation of all required equipment. as required by EM 385-1-1. The Contractor shall also furnish fuel, oil, and maintenance of the motorboat throughout the contract period. The Contractor shall assume full responsibility for the storage and security of the motorboat when not in use by the Government employees. There shall be no separate payment for these items and the cost shall be distributed throughout the existing bid

items. 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. No smoking shall be allowed inside the cabin and operator's space while occupied by Government personnel. No Smoking signs shall be posted.

1.9.5 Miscellaneous Equipment

The Contractor shall maintain, at a minimum, the following equipment at the worksite throughout the duration of work:

(1) Necessary shore equipment to accomplish the work in the disposal area(s) which may include, but is not limited to, excavating equipment, earth moving equipment, pipeline handling equipment and other equipment as needed, and all shall be fully operated and maintained;

(2) One (1) 18-foot aluminum skiff, fully operated, with enclosed cabin, with an engine meeting the maximum horsepower rating of the skiff; and,

(3) One (1) airboat within 12 hours after receiving notice from the Contracting Officer's Representative. The airboat shall be fully operational, with operator, fuel, and shall be equipped with noise protection for passengers. The airboat shall be available from 7AM to 7PM and be capable of transporting the operator and three (3) passengers, and shall be equipped to US Coast Guard standards for vessels of its size class. Airboats shall not be operated in conditions where waves exceed two (2) feet in height.

1.10 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety and Occupational Health Requirements

PART 2 PRODUCTS

2.1 GAGES

Staff gages required within the disposal area shall consist of 3-inch white PVC pipe, 4 inch x 4 inch treated wooden posts, or other material as approved by the Contracting Officer's Representative.

PART 3 EXECUTION

3.1 DREDGING

3.1.1 General

Dredging shall consist of the removal and satisfactory disposal of all material encountered to achieve the design section shown on the contract drawings and as specified herein.

3.1.2 Hydraulic Dredging

Hydraulic dredging operations shall be performed within reaches shown on profile drawing. All work shall be performed as specified herein and as shown on the contract drawings.

3.1.3 Channel Dimensions

The channel shall be dredged to the required dimensions shown on the contract drawings. A box cut will be permitted. The extent of required dredging and control of the box cut is illustrated in the Box Cut detail attached at the end of this section.

3.1.4 Excessive Dredging

Excessive dredging is defined to be any dredging which is in excess of the required dimensions, as shown on the contract drawings. Any material removed in excess of the required dimensions will not be measured for payment. The Contractor shall be responsible for damages caused by excessive dredging. Nothing herein shall be construed to prevent payment for removal of shoals performed in accordance with the applicable provisions of Section 01100, GENERAL PROVISION entitled SHOALING.

3.1.5 Slides

In the event sliding occurs in any part of any excavation after its completion but prior to its acceptance, the Contractor shall remove such portions of the slide as the Contracting Officer may direct. In the event, the slide is caused through the fault of the Contractor as determined by the Contracting Officer, the slide shall be removed by the Contractor at no additional expense to the Government. In the event the slide is not due to the fault of the Contractor, payment for removal will be made at the contract unit price for "Dredging."

3.1.6 Character Of Materials

The material to be removed within the required dimensions specified consists of shoaling that has occurred since the channel was last dredged and insitu material. Sand, silt, clay, shell, logs, stumps, snags, debris, and other obstructions may be encountered. Bidders are expected to examine the site of the work and, after investigation, decide for themselves the character of the materials. The Contractor shall note the following dredging jobs previously performed.

Limits	Date Dredged	Design Elevation Depth (ft-MLG)	Width Dimensions
C/L Stas. 280+00 to 760+00	Feb 2022	-20.0'	300'
C/L Stas. 240+00 to 740+00	Feb 2022	-20.0'	300'

Virgin material may be encountered above or below the channel dimensions listed above. The table above indicates the last maintenance dredging

event performed. Dredging history of South Pass is available on request.

3.2 WORKING IN THE VICINITY OF STRUCTURES AND UTILITY CROSSINGS

3.2.1 General

The Contractor shall exercise caution when working in the vicinity of structures and utilities adjacent to the channel or disposal areas and/or pipeline crossings in the channel or disposal areas. Repair of any damage resulting from excessive or improper excavation in the bottom or on the side slopes of the channel shall be the responsibility of the Contractor. Where dredging to obtain the required dimensions might endanger any structure, the Contracting Officer, upon request, may reduce the required excavation in the vicinity of such structure.

3.2.2 Required Dimensions

The Contractor shall provide the following dimensions over all utility crossings by whatever approved method the Contractor elects to use. The dimensions are as follows: -23.5 feet MLLW x 300 feet width between reaches shown on profile drawing. The Contractor shall submit for approval by the Contracting Officer a detailed Plan of Operation at each pipeline or utility crossing where surveys indicate the above dimensions do not exist. The plan shall contain emergency measures to be taken in the event of an accident. The Contractor shall notify the owners of pipelines or utilities by certified mail at least seven (7) days prior to operating within 500-feet of a pipeline or utility referencing the following information:

* The anticipated date the dredge will work over the pipeline/utility;
* The depth and width of the dredge cut over the pipeline/utility;
* Points of contact and telephone numbers;
* Emergency procedures; and,
* Any other information from the Contractor that the pipeline/utility owner may consider significant for safe dredging operations over the crossing.

A copy of the certified letter shall be submitted for information to the Contracting Officer concurrent with owner notification. The Contractor shall also provide transportation, meals and/or lodging for any pipeline/utility representatives who are deemed necessary to remain aboard the dredge while working in the vicinity of these crossings.

The Government will not be responsible for any damages to structures or pipelines/utilities due to the Contractor's deviation from the approved plan.

3.2.3 Existing Pipelines, Structures Or Utilities

The vertical clearances listed below were furnished by the utility owners at the time permits were issued and/or from "As-Builts" and are not the result of a survey made by the Government. In addition, various pipeline databases available here at the New Orleans District, as well as nautical charts published by NOAA, have been used in verifying the existence and locations of utilities within the vicinity of the project. The Contractor contact "LA One Call" at either 811 or 800-272-3020 and Gulfsafe at 1-888-910-4853 prior to dredging operations. Prior to initiating dredging operations, the Contractor shall investigate the NOAA Chart OnLine Viewer to verify any chart and utility updates in the project vicinity. The specific chart relating to this project can be found at:

http://www.charts.noaa.gov/OnLineViewer/11361.shtml

The following pipelines, structures or utilities are located within the project area. Also, Contractor should be aware that there are other pipelines located within the general area:

Utility Or Structure	Approximate Station	Elevation MLLW.	Name and Address of Owner
1-12" Oil P/L	72+64	-48.5'	Crescent Midstream Randy Jones 496 Corporate Drive Houma, LA 70360 985-217-3713 985-860-0770 Rjones@crimsonpl.com
1-12" Oil P/L	92+51	-83.5'	Crescent Midstream (see above)
1-6 5/8" Gas P/L	119+92	-103.5'	Quarter North Energy 2014 W. Pinhook Rd Suite 800 Lafayette, LA 70508 Brian Molaison (Off)337-354-8118 (Cell)337-258-5078 bryan.molaison@ gnenergy.com.com John Hocutt 832-630-2194 John.Hocutt@Fwellc.com
1-10" Gas P/L	178+10	-103.5'	Kinetica Partners LLC 224 Aviation Road Houma, LA 70363 Shaun Harwood Office: 985-223-6127 Cell: 985-665-0981 shaun.harwood@ kineticallc.com
1-10" Gas P/L (abandoned in place)	178+10	-103.5'	Kinder Morgan 1001 Louisiana St Houston, TX 77002 800-733-2490
2-16" Gas P/L's	280+00	-43.5'	Third Coast Tyson LeBlanc 2402 Bayou Rd St. Bernard, LA 70085 504-232-8446 TLeblanc @3Midstream.com
6" Oil Pipeline	350+87	-43.5'	Chevron

abandoned in place			P.O.Box 60252 New Orleans, LA 70160 Ryan Rivault 985-714-1875 ryan.rivault @chevron.com
12" Oil P/L abandoned in place	479+75	-48.5'	Statoil/Equinor/Most recently Hunt Oil Houston, TX 77002 Rudy Garza 337-896-8431 Rgarza@huntoil.com Dhollier@mortoninc.com 337-735-3882
8 5/8" Gas P/L Gas,LLC	553+00	-43.5'	Louisiana State Hwy 23 Nairn, LA Mr. Steve Small Cell: 504-915-0902 Office: 337-781-8699 Email: ssmalllsgc@yahoo.com
Submerged power cable Overhead powerline (along westbank) DE-ENERGIZED south of Port Eads lighthouse	576+20 South of submerge crossing	-58.5'	Entergy 3734 Tulane Ave L-TUL-113 New Orleans, LA 70119 Jeremy Rich (of)504-595-3816 Email: jrich1@entergy.com Thanh Tran 504-365-2925 ttran1@entergy.com
Submerged power cable Abandoned in place	691+03	Unknown Dredged over previously without incident	8th Coast Guard Dist Private Aid Station 501 Magazine St New Orleans, LA 70130 Lt. Kenneth Marien Civil Engineer 15609 SW 117th Ave Miami, Fla 33177-1630 305-278-6734, Fax 305-278-6704
4-6" Flowlines	Within Disposal Area	Permitted 3' below mudline	Dune Operating Co. 777 Walker Street Suite 2450 Houston, TX 77002 Chip Peltier Ph: 337-315-0657 Email: cpeltier@duneenergy.com

4-6" Flowlines	Within Disposal Area	Permitted 3' below mudline	Dune Operating Co. (see above)
6" Pipeline	crossing access corridor	Unknown	Davis Oil 777 Walker Street Suite 2450 Houston, TX 77002
1-4" Flowline	around the perimeter of Castille disposl area	Permitted -4.0 in open water & -8.0 in canals	Whitney Oil & Gas, LLC 400 Poydras Street Suite 1440 New Orleans, LA 70130 Russel Steiner Office: 832-786-7163 Cell: 337-519-0843 rsteiner@ whitneyoilco.com

3.2.4 Unidentified Pipelines, Structures, Or Utilities

Any unidentified pipelines, structures, or utilities that may be found within the limits of the work, during the course of dredging shall not be disturbed nor shall excavation be performed at this location unless approved by the Contracting Officer.

3.2.5 Utility and Pipeline Marking Required

If/when the dredge(s) is within 1,000 feet of the location of any utility or pipeline, the Contractor shall mark the established location of each utility or pipeline by placing one (1) Coast Guard approved yellow flashing buoy on each side of the channel to accurately mark the location of the pipeline or utility within easy view of the dredge leverman. The Contractor shall immediately remove such buoys upon completion of dredging in the area of the utility or pipeline.

3.2.6 Disposal

No dredged material shall be placed within 300 feet of any structure or utility.

3.3 DISPOSAL OF DREDGED MATERIAL

3.3.1 Disposal Areas

The dredged material shall be transported and deposited in the disposal areas as shown on the contract drawings and as specified herein. The Contractor shall submit to the Contracting Officer for review and approval a plan for disposal of dredged material within the disposal areas provided herein, a minimum of seven (7) days prior to commencement of the work. This is to insure that the retention of material is maximized. This plan shall include dredge discharge locations, methods for protecting the integrity of retaining dikes, and proposals for restricting dredged material within allowable disposal boundaries. Access to the disposal sites will be restricted to the access corridors shown on the drawings and existing water bodies. Excavation of specific access corridors will be allowed. In the event the Contractor elects to utilize Outlet 10.0E for

flotation access; excavation, if required, shall be performed along the apparent C/L of the waterway and the excavated material placed on the south side of the existing outlet. The Contractor shall establish and maintain staff gages at each discharge location and throughout each disposal area as needed in order to monitor the elevation of the material for compliance with the plans and specifications; specifically to assure that maximum allowable elevations are not exceeded. The staff gages shall be marked at one-half foot intervals, extending from water's surface to at least one (1) foot above the maximum allowable disposal elevations.

3.3.1.1 Disposal Area Capacity

The Contracting Officer's Representative will determine when an area has been utilized to the optimum capacity, prior to the Contractor utilizing another area.

3.3.1.2 Disposal Areas 1 and 2

The contractor may elect to use bankline disposal areas shown on drawings for the upper limits of dredging defined as Reaches 1 and 2. Dredged slurry for Disposal Area 1,shall be directed away from the channel and controlled to spread no more than 500-feet inland of the existing bankline. Dredge slurry for Disposal Area 2, shall be directed away from the channel. The discharged point shall be adjusted such that the slurry elevation does not exceed +6.0' feet NAVD88.

3.3.1.3 Freshwater Reservoir (Castille Disposal Area)

Dredged material shall be deposited in the Castille disposal area, as shown on drawings, to a elevation of +8.0' feet NAVD88. The intent of this disposal plan is to develop a marsh creation platform. The dredged material shall be placed in a manner such that the material expands in a northeasterly direction. Access to the disposal area will be via the 150 foot access corridor from South Pass to Cadro Pass and via a submerged disposal line under Cadro Pass. The Contractor is allowed to establish his/her pipeline into the disposal area where desired, as long as no impacts result to the navigability of Cadro Pass. The 150-foot access corridor adjacent to approximate mile 5.5-L of South Pass, as shown on the drawings, shall be used for access of all pipeline and equipment, and airboat access necessary for pipeline installation and maintenance during disposal operations, and removal of pipe. No excavation within this access corridor will be allowed. Pipeline crossing Cadro Pass shall be submerged properly and marked as to not block boat traffic. Once dredging operations are complete, the 150 foot access corridor shall then be backfilled with disposal material to a maximum of two (2) feet above existing adjacent marsh. All other access to the disposal area in the Freshwater Reservoir shall be by airboat or skiff. During peak camp ground usage, including waterfowl season which includes the months of September, November, December, and January, nighttime usage will be restricted to personnel access only. Nighttime is defined as the hours between sunset and sunrise and shall be limited to ATV's such as four-wheelers. However, this does not prohibit the Contractor from using equipment already on-site within the disposal area. Prior to depositing material in the disposal area, retention dikes shall be constructed and/or maintained as required by the Contractor, so that dredged material shall be confined to the Castille disposal area and not enter Cadro Pass, Cadro Pass Extension or other adjacent waterways and passes shown on the drawings. The exception to the retention requirement will be the existing (approximately 1500 foot) gap along the southeast side of the pond where no closure is required.

3.3.1.4 Freshwater Reservoir (North Cell Disposal Area)

Dredged material shall be deposited in the North Cell disposal area, as shown on drawings, to a elevation of +8.0' feet NAVD88. The intent of this disposal plan is to develop a marsh creation platform. The dredged material shall be placed in a manner such that the material expands in a northeasterly direction. Access to the disposal area may either be via the 150 foot access corridor from South Pass to Cadro Pass, or across Castille Disposal Area via 150 access corridor crossing dike/embankment separating the North Cell and Castille Disposal area. A submerged disposal line shall be used to cross Cadro Pass. The Contractor is allowed to establish his/her pipeline into the disposal area where desired, as long as no impacts result to the navigability of Cadro Pass. The pipeline crossing of Cadro Pass shall be submerged properly and marked as to not reduce the depth of the pass and impede boat traffic. Once dredging operations are completed, the 150 foot access corridor off of South Pass, if used, shall be backfilled with disposal material to a maximum of two (2) feet above existing adjacent marsh. All other access to the disposal area in the North Cell shall be by airboat or skiff.

During peak campground usage, including waterfowl season which includes the months of September, November, December, and January, nighttime usage will be restricted to personnel access only. Nighttime is defined as the hours between sunset and sunrise and shall be limited to ATV's such as four-wheelers. However, this does not prohibit the Contractor from using equipment already on-site within the disposal area. No airboat activity will be allowed on the Pass A Loutre Wildlife Management Area during waterfowl season during the months of September, November, December and January unless approved by the Department of Wildlife and Fisheries. Prior to depositing material in the North Cell disposal area, retention dikes shall be constructed and/or maintained as required by the Contractor, so that dredged material shall be confined to the North Cell disposal area and not enter Cadro Pass, Cadro Pass Extension or other adjacent waterways and passes depicted on the contract drawings.

3.3.1.5 Leblanc Disposal Area

(1) The Contractor is allowed to fill disposal area to capacity. The intent of this disposal plan is to place continuous fill paralleling the marsh along the east bank of Cadro Pass, initiating at the northern limit and proceeding in a southerly or southeasterly direction adjacent to existing marsh along the east bank of Cadro Pass. Disposal elevation shall not exceed +8.0' NAVD88. As this maximum elevation is reached, the discharge line shall then be moved towards the south-southeast as necessary to maintain the construction of a continuous disposal platform, in compliance with the above elevation, up to the southern limit of the Leblanc disposal area. In the event the Contractor should reach the southern limit of the Leblanc disposal area and additional material remains within the specified reach to be dredged and placed at this site, the Contractor shall move the pipe back to the northern limit of the Leblanc disposal area with the discharge to recommence east of the previously placed material. Discharge shall then proceed south-southeasterly as defined above. This sequence shall be followed until all material specified for placement at the Leblanc disposal area is completed. Pipeline placement adjustments and/or retention/deflection dike construction may be required to keep disposal material confined to the Leblanc disposal site and not enter other adjacent waterways and passes depicted on the contract drawings.

(2) Access to the Leblanc disposal area shall be via the access corridor from South Pass in the general vicinity of C/L PI Station 431+36.71, through open water to Cadro Pass, and across Cadro Pass. Pipeline crossing Cadro Pass shall be submerged as to not block boat traffic. See drawings for further details, (i.e. dimensions, coordinates, theoretical sections, etc). This access corridor may be excavated as necessary to the maximum dimensions shown on the contract drawings, but every effort shall be taken to minimize excavation required for disposal area access. All excavated material shall be placed on the south side of access corridor, however material will be allowed to be placed on the north side of access corridor for the first 100-feet. Where the access corridor cuts through shallow open water, the material shall be placed on the south side of the cut with 50 foot gaps left every 300-feet. Excavated material within open water areas shall be left in place. Once dredging operations are complete the two (2) legs of access corridor which cross either bankline of Cadro Pass shall be backfilled with disposal material to a maximum of two (2) feet above existing adjacent marsh. If disposal material enters Cadro Pass and/or Dennis Pass, the Contractor shall return Cadro Pass and/or Dennis Pass to its pre-disposal depth. Access corridors shall be used for all pipeline and equipment, and airboat or skiff access necessary for pipeline installation and maintenance during disposal operations, and removal of pipe.

3.3.1.6 Windham Disposal Area

Dredged material shall be deposited east of the adjacent marsh and along the west boundary of the Windham disposal area, to a maximum elevation of + 8.0' NAVD88. The intent of this disposal plan is to create a marsh creation platform beginning along the west side of Windham Disposal Area, with maximum filling of the site beginning along the west bank, with a maximum filling of the site in a easterly direction. Pipeline placement adjustments and/or retention/deflection dike construction may be required to keep disposal material confined to the Windham disposal site and not enter other adjacent waterways and passes depicted on the contract drawings. Multiple access corridors are available to the Contractor to access the Windham Disposal Area. These access corridors shall be used for all pipeline and equipment, and airboat or skiff access necessary for installation and maintenance during disposal operations and removal of pipe. The Contractor may access Windham Disposal Area via Outlet 10.0E, Outlet 11.8E, and/or the overbank corridor located at approximate C/L station 607+54.78. If the existing Outlet 10.0E or 11.8E is used, the Contractor is forewarned that there are existing rock structures at the mouths of these channels. The Contractor shall verify the existence and elevations of these rock structures in determining his/her plan for access; as the structures are not to be disturbed. Excavation of a maximum 40 foot wide bottom width flotation channel is allowed within outlet 10.0E to a maximum elevation of -7.5' MLLW. Excavated material shall be neatly stockpiled along the south bank of the existing channel. Two (2) of the viable access corridors require traversing over existing marsh. If used, no excavation of the existing marsh platform is allowed. Upon completion of disposal, the marsh platform impacted by equipment usage and pipeline placement shall be backfilled to two (2) feet in elevation above the existing marsh.

3.3.1.7 South Pass Spit

Dredged material shall be deposited in such a manner as to enhance the South Pass Spit on the west side of the channel. The maximum top elevation

of the spit shall not exceed +8.0 feet NAVD88. Dredged material shall be initially discharged at the Single Point Discharge (SPD) location shown on the drawings. The dredged material shall be placed on South Pass Spit in a manner such that the spit's footprint expands in a westerly direction. The Contractor may access the South Pass Spit via Outlet 12.6W and/or Gulf of Mexico. Access corridor shall be used for all pipeline and equipment, and airboat or skiff access necessary for pipeline installation and maintenance during disposal operations, and removal of pipe. If the Outlet has a submerged weir, no excavation will be allowed. The Contractor shall verify the existence and elevation of this rock structure in determining his/her plan for access; as the structures are not to be disturbed.

3.3.2 Prevention Of Damage

The dredged material shall be transported and deposited in such a manner as to insure that no damage will occur to growing crops, highways, levees, drainage systems, pipelines, utility lines, structures, or other marked by the Contractor with conspicuous buoys or stakes.

3.3.3 Retaining Dikes And Closures (Castille Disposal Area)

(a) With the exception of a few gaps, shallow perimeter dikes currently exist surrounding the Castille Disposal Area. Prior to depositing material in the Castille Disposal Area, retaining dikes and closures shall be constructed, strengthened and/or maintained by the Contractor as required, along the existing perimeter, such that dredged material will not be allowed to enter Cadro Pass. No closure will be required at the gap on the southeast side of Freshwater Reservoir, where shown on the drawings. However, a silt screen shall be installed at the gap in the north bank of the Bayou south-east of this gap in the Castille Disposal Area (see drawings for details). Materials necessary for dike construction or maintenance shall be obtained either from within the disposal area or from the adjacent waterways.

(b) Retention dikes and closures shall have a minimum crown width of five (5) feet. A minimum of two (2) foot of freeboard shall be maintained at all times for confined disposal area(s) used, and the side slopes of the retaining dikes shall be no steeper than 1V on 3H. All borrow material for dike and closure construction/repair that is taken from the interior of the disposal area, unless otherwise allowed/specified, shall be taken at a minimum distance of 40-feet from the inside toe of the dike/closure so as not to de-stabilize the dike. These dike/closure parameters are given as minimum requirements and are not to be interpreted as Government designed. The Contractor shall design, build, and maintain the dikes and closures to safely retain the deposited dredged material. The Contractor shall submit to the Contracting Officer for review prior to construction, a typical sketch of the dike and closure repair/renovation and/or new dike/closure construction showing all slopes, distances, elevations, discharge pipe location(s).

3.3.4 Dredge Effluent Disposal

Undisturbed plugs/natural crossings at least every 500-feet are required in any borrow pits excavated for the perimeter retaining dikes/closures to prevent erosive channeling by the effluent waters and to increase retention time. The discharge line into a disposal area shall have manifolds or baffles on the point discharge. The point discharge shall be at least 1,000 feet from the effluent outlet structure/location. No separate

measurement or payment will be made for work required under this paragraph, and the cost thereof shall be included in the contract job price for "Dike and Closure Construction/Maintenance".

3.3.5 Failure of Retaining Dikes

If the retaining dikes fail for any reason during hydraulic dredging operations, whether constructed by the Contractor or maintained by others, the Contractor shall immediately cease pumping at the site until the retaining dikes have been adequately restored or raised and the dikes can successfully fulfill the purpose for which they were intended. Any material which is deposited in any area not designated as a disposal area as a result of any such failure is the Contractor's responsibility and shall be removed at the Contractor's expense.

3.3.6 Excessive Discharge Pipe Leakage

Excessive leakage of the discharge pipe or seepage at the waste weir or effluent outlet locations, at or in the immediate vicinity of the dike, shall be sufficient cause for the Contracting Officer to require the Contractor to cease pumping until corrective measures can be taken.

3.3.7 Effluent Sedimentation

In areas not yet accepted for payment or in areas not yet dredged, the Contractor shall remove all effluent sedimentation from the channel at no additional expense to the Government. In areas previously accepted for payment, and in adjacent areas of the channel where no work is required, the Contractor shall remove all effluent sedimentation from the channel within 500-feet of the point where the waste water is returned to the channel at no additional expense to the Government.

3.3.8 Deposition In Non-Approved Areas

Any material that is deposited elsewhere than in disposal areas shown on the contract drawings or approved Contractor furnished disposal areas may be required to be removed and deposited in approved areas at no additional expense to the Government. Should the Contractor refuse, or delay compliance with the above requirement, such material may be removed by the Contracting Officer, and the cost of such removal may be deducted from any money due or to become due the Contractor.

3.3.9 Protection Of Government Monuments, Markers, Or Towers

No dredged material shall be deposited on or near any Government monuments, markers, or towers such that they may become covered or destroyed. At no time shall dredging plant be anchored, moored, or attached to any Government pilings or towers along the route of work. Benchmarks in the disposal areas shall be protected by ring levees, and if material seeps through the levee, the benchmark shall be uncovered without disturbance and exposed for use.

3.3.10 Submerged Discharge Lines

South Pass intersects multiple connecting tributaries within the required reaches of work. If a submerged discharge line is used along South Pass, it shall at no time reduce the depth or width at the mouth of these existing channels. When the submerged pipeline is placed in shallow water and where the possibility exists for motor boats to cross the pipeline, the

pipeline shall be marked at 150 foot intervals for the entire length of the pipeline with United States Coast Guard approved fluorescent orange buoys and signs stating "DANGER SUBMERGED PIPELINE." Pipelines placed in allowable open water access corridors shall be located in a manner to minimize impacts to local mariners. Cadro Pass, with the exception of the Freshwater Reservoir area will be allowed to be closed during disposal. However, prior to any closure of Cadro pass during disposal, a two (2)week notice shall be given to Pass A Loutre Wildlife Management Area (PLWMA). Contact Mr. Todd Baker at 225-281-2066 or Cassidy Lejeune at 337-373-0032 to arrange a coordination meeting. Pipeline crossing Cadro Pass at the Freshwater Reservoir location shall be submerged as to not block boat traffic.

3.3.11 Work In The Vicinity Of Other Government Contractors

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 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. The Contractor shall coordinate his/her operations, through the Contracting Officer's Representative, with any other Government work efforts in the vicinity (i.e. dredging, surveys, revetment, jetty repairs, dike construction, etc.).

-- End of Section --

DREDGE AND ATTENDANT PLANT DATA SHEET

Submittal Date: _____

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 Contract No: _____.

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: _N/A__

(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) Depth range to which dredge will dig:

Maximum:_____ Minimum:_____

(f) Maximum effective dredge swing, in degrees: _____

(g) Length of dredge spuds: _____

(h) Length and beam of dredge hull: _____

(i) Length of dredge ladder: _____

(j) Length of suction and boat lines: _____

(k) Inside diameter of pump discharge: _____

(l) Inside diameter of pump suction inlet: _____

(m) Suction lift (Elevation of main dredge pump relative to the water surface level): _____

(n) Diameter of main pump impeller eye: _____

(o) Outside diameter of main pump impeller: _____

(p) Brake horsepower and corresponding engine RPMs (during dredging operations) applied to main pump impeller at rated drive of the prime mover, during dredging operations: _____

(q) Inside diameter of submerged pump discharge: _____

(r) Inside diameter of submerged pump suction inlet: _____

(s) Suction lift (Elevation of submerged dredge pump relative to the water surface level): _____

_____

(t) Diameter of submerged pump impeller eye: _____

(u) Outside diameter of submerged pump impeller: _____

(v) Brake horsepower and corresponding engine RPMs (during dredging operations) applied to submerged pump impeller at rated drive of the prime mover, during dredging operations:

_____

(w) Cutterhead type and diameter: _____

(x) Brake horsepower applied to cutterhead during dredging operations: _____

(y) Pump engine(s) horsepower and corresponding RPM: _____

(z) Completion date of each dredge pump engine re-build: _____ _____

(aa) Type(s) of production rate monitoring equipment on-board the dredge (measuring cy/hr of material dredged): _____

(ab) Indicate type of dredge advance mechanism (e.g. walking spuds, spud carriage or wires, etc.): _____

_____

2. BOOSTER PLANT INFORMATION:

(a) Length of suction and boat lines _____

(b) Inside diameter of pump discharge: _____ (This item must agree with the bid lot used.)

(c) Inside diameter of pump suction inlet: _____

(d) Suction lift (Elevation of booster pump relative to the water surface level): _____

(e) Diameter of pump impeller eye: _____

(f) Outside diameter of pump impeller: _____

(g) Brake horsepower and corresponding engine RPMs (during dredging operations) applied to pump impeller at rated drive of the prime mover, during dredging operations: _____

(h) Pump engine(s) horsepower and corresponding RPM: _____

(i) Completion date of booster pump engine re-build: _____

3. 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: _____

_____

_____

4. 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: _____

_____

_____

5. SURVEY BOAT:

(a) Name: _____

(b) Length and Beam: _____

(c) Owner, Name and Address: _____

_____

(d) Total Propulsion Horsepower: _____

6. SURVEY SKIFF:

(a) Name: _____

(b) Length and Beam: _____

(c) Owner, Name and Address: _____

_____

(d) Total Propulsion Horsepower: _____

7. PICKET BOAT:

(a) Name: _____

(b) Length and Beam: _____

(c) Owner, Name and Address: _____

_____

(d) Total Propulsion Horsepower: _____

8. CREW BOAT:

(a) Name: _____

(b) Length and Beam: _____

(c) Owner, Name and Address: _____

_____

(d) Total Propulsion Horsepower: _____

9. ELECTRONIC POSITIONING EQUIPMENT: (Model and Type):_____

_____

10. DEPTH SOUNDER: (Model and Type):_____

_____

11. DREDGE OWNER INFORMATION:

Firm Name: _____

Point of Contact: _____

Title: _____

Business Address:

Street: _____

City: _____

Parish/County: _____

State: _____ Zip+4 _____

Telephone No: (_____) _____

Facsimile No: (_____) _____

Additional signature blocks 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: (_____) _____

Firm Name: _____

Point of Contact: _____

Title: _____

Business Address:

Street: _____

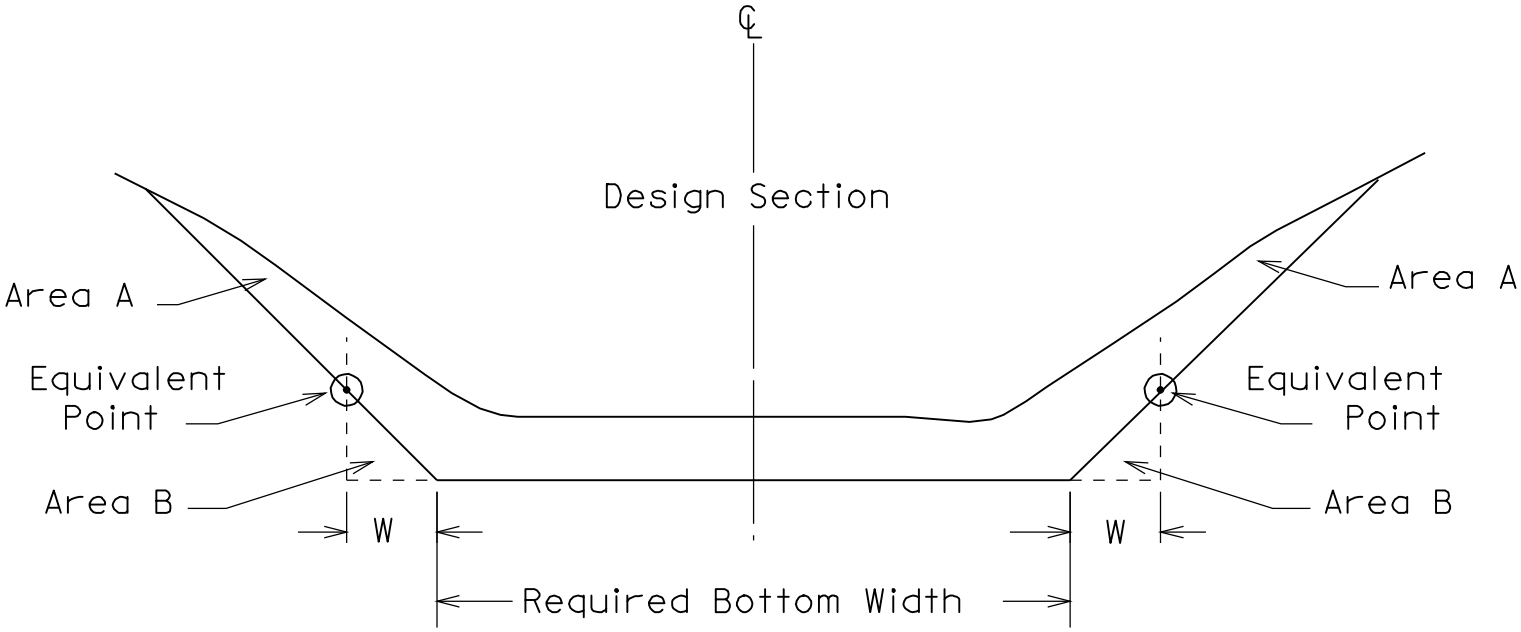
City: _____

Parish/County: _____

State: _____ Zip+4 _____

Telephone No: (_____) _____

Facsimile No: (_____) _____



Box Cut Section

Definitions:

Equivalent Point - That point on each side slope where the area above the point (Area A) equals the area below the point (Area B)

W - That additional width on each side of the required bottom width, that is determined by the location of the equivalent point, necessary to make Area A = Area B

WORK SHEET FOR PREPARING CONSOLIDATED FORM 4267

Contract No.: W912P8-___-___-___ 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																																	
Avg.																																	
11																																	
12																																	
13																																	
14																																	
15																																	
16																																	
17																																	
18																																	
19																																	
20																																	
Total																																	
Avg.																																	
21																																	
22																																	
23																																	
24																																	
25																																	
26																																	
27																																	
28																																	
29																																	
30																																	
31																																	
Total																																	
Avg.																																	
G.T.																																	
Avg.																																	

NOTES: _____

MVNForm 322
March 1998

(Proponent: CEMVN-CD-NO-Q)

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	DREDGE TYPE:
	[ ]	NEW WORK	[ ]	ANNUAL				[ ]	MAIN 2	RPM	[ ] BUCKET
DREDGE	NAME		DREDGE ADVANCE MECHANISM					[ ]	SUBMERGED	RPM	[ ] CUTTERHEAD
			TYPE (walking, carriage, wires):					[ ]	BOOSTER 1	RPM	[ ] DIPPER
			IDLER BARGE USED (Yes/No):					[ ]	BOOSTER 2	RPM	[ ] DUSTPAN

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			

(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: TITLE:	NAME: TITLE:	NAME: TITLE:

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SECTION 35 20 23.33

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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. All costs in connection therewith shall be included in the applicable contract unit price for "Dredging-Reach 1, "Dredging-Reach 2, or "Dredging-Reach 3".

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office responsible for review of the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01, Preconstruction Submittals

Dredge Plant Instrumentation Plan; G, OM

SD-07, Certificates

Letter of National Dredging Quality Management Program Certification; G, EDC

1.4 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.

1.5 DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

The Contractor shall have a digital copy of the Dredge Plant Instrumentation Plan (DPIP) on file with the DQM Support Center. While working on site, the Contractor shall also maintain on the dredge a copy of

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

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 REQUIREMENTS FOR REPORTED DATA

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

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

The Contractor shall keep a log of sensor repair, replacement, installation, modification, and calibration in the dredge's onboard copy of the 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 paragraphs 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 plus 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 information to the DQM onboard computer. 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. The dredge shall be equipped with a DQM computer system consisting of a computer, monitor, keyboard, mouse, data modem, Universal Power Supply (UPS), and network hub. The computer system shall be a standalone system, exclusive to the DQM monitoring system, and shall have USACE DQM software installed on it. If a hardware problem occurs, or if a part of the system is physically damaged, then the Contractor shall be responsible for repairing it within two business days of the determination of the condition or submitting a plan and timeline to the DQM Support Center for repair if the repair will take more than two business days.

3.2.1 Computer Requirements

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

CPU	Intel or AMD processor with a (non-overclocked) clock speed of at least 1.6 gigahertz (GHz)
Hard drive	250 gigabytes (GB); internal
RAM	4 gigabytes (GB)
Ethernet adapter	Internal network card with a RJ-45 connector
Video adapter	Must support a resolution of 1024x768 at 16-bit color depth
Keyboard	Standard 101-key keyboard
Mouse	Standard 2-button mouse
Monitor	Must support a resolution of 1024x768 at 16-bit color depth
Ports	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 8 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 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. 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 shall not exceed twenty-four (24) hours.

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 Contracting Officers discretion, it may be required to manually download the data on a daily basis using the protocol for retrieving and submitting backup files provided by the DQM Support Center. This method of data transmission should be used only if Internet connectivity is unavailable at the dredging site, and it should be considered a temporary measure.

3.2.5 Data Routing Requirements

Onboard sensors continually monitor dredge conditions, operations, and efficiency and route this information to the shipboard dredge-specific system (DSS) computer to assist in guiding dredge operations. Portions of

this Contractor-collected information, as described in this specification, shall be routed to the DQM computer on a real-time basis. Standard sensor data shall be sent to the DQM computer via an RS-232 serial interface with a baud rate of 9600 or 19200 bps. The serial interface shall be configured as 8 bits, no parity, and no flow control.

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

3.3 DREDGE MONITORING DATA

3.3.1 General

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

3.3.2 Data Measurement Frequency

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

3.3.2.1 Work Event Messages

Data shall be logged as a series of events. Each event shall consist of a dataset containing dredge information (as defined in paragraph 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": {
    "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 National 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 in Section 00700 CONTRACT CLAUSES, entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.232-5).

3.5 LIST OF ITEMS PROVIDED BY THE CONTRACTOR

DPIP: https://dqm.usace.army.mil

DQM System: see paragraph entitled NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM REQUIREMENTS

Dredge Data: see paragraph entitled DREDGE MONITORING DATA

-- End of Section --