IFB NO. W912P825B0020

US Army Corps of Engineers ®
New Orleans District

Calcasieu River and Pass, Bar Channel Hopper Dredge Contract No. 2-2025. (OM25126)

Cameron Parish, LA

Construction Solicitation
And Specifications

04 December 2024

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

04 December 2024

REPLY TO
ATTENTION OF

SOLICITATION: W912P825B0020

FOR: Calcasieu River and Pass, Bar Channel Hopper Dredge Contract No. 2-2025, Cameron Parish, Louisiana. Specification No. OM25126.

TO OPEN:

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

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

III. Prospective contractors must register in the System for Award Management (SAM). See FAR Clause 52.204-7 for required information. The website for SAM is https://www.sam.gov. You will be required to provide your company's Dun and Bradstreet (D&B) D-U-N-S number. If you do not already have a D&B D-U-N-S number, one can be requested at http://fedgov.dnb.com/webform.

BIDDERS MUST PROVIDE FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION AND ITS ATTACHMENTS. THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN 18 U.S.C. 1001. (FAR 52.214-4 APR 1984)

DESCRIPTION AND MAGNITUDE OF WORK: The work consists of furnishing one fully crewed and equipped self-propelled trailing suction type hopper dredge for the removal and satisfactory disposal of shoal material in the Calcasieu River Bar Channel. Work may be required in other areas of the New Orleans District, in areas of both the Galveston and Mobile Districts, and in other areas deemed necessary.

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 OCCUPATIONAL HEALTH REQUIREMENTS MANUAL", LATEST CONSOLIDATED VERSION.

ALL INQUIRIES REGARDING THIS SOLICITATION

SHOULD BE MADE TO THE FOLLOWING:

TAYLOR BRANDON

CONTRACT SPECIALIST

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

E-MAIL: TAYLOR.H.BRANDON@USACE.ARMY.MIL

PHONE: (504) 862-1009

COLLECT CALLS NOT ACCEPTED

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

PROJECT TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00010 BID SCHEDULE
00100 INSTRUCTIONS TO BIDDERS
00600 REPRESENTATIONS AND CERTIFICATIONS
00700 CONTRACT CLAUSES
00800 SUPPLEMENTARY CONDITIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 30 00 ADMINISTRATIVE REQUIREMENTS
01 33 00 SUBMITTAL PROCEDURES
01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS
01 45 00.15 10 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)
01 57 20.00 10 ENVIRONMENTAL PROTECTION

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

35 01 50.73 SURVEYS
35 20 23.23 HYDRAULIC DREDGING
35 20 23.26 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM HOPPER DREDGE

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W912P825B0020	2. TYPE OF SOLICITATION [X] SEALED BID (IFB) [ ] NEGOTIATED *(RFP)*	3. DATE ISSUED 04-Dec-2024	PAGE OF PAGES 1 OF 2

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. OM25126

7. ISSUED BY CODE W912P8	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651 TEL: FAX:	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	TAYLOR H BRANDON	504-862-1009

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Calcasieu River Bar Channel Hopper Dredge Contract #2-2025

This solicitation will be issued as UNRESTRICTED. The NAICS code for this procurement is 237990.

The magnitude of construction is between $5,000,000 and $10,000,000.

The work consists of furnishing one fully crewed and equipped self-propelled trailing suction type hopper dredge for the removal and satisfactory disposal of shoal material in the Calcasieu River Bar Channel. Work may be required in other areas of the New Orleans District, in areas of both the Galveston and Mobile Districts, and in other areas deemed necessary.

* SEE SECTION 00800, PROSECUTION, OPTION AND COMPLETION

The applicable Wage Determination has been requested from the Department of Labor and current rates will be included in the amendment to set a bid opening date when it is issued.

**BID OPENING TO BE SET BY AMENDMENT

11. The Contractor shall begin performance within 10 calendar days and complete it within * calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See* FAR 52.211-10 *.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* [X] YES [ ] NO	12B. CALENDAR DAYS 5

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 ** *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [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.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER ***(Must be fully completed by offeror)***

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item 14**
CODE / FACILITY CODE	

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

AMOUNTS	SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	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 ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or 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)*
	TEL: EMAIL:
30B. SIGNATURE / 30C. DATE	31B. UNITED STATES OF AMERICA BY / 31C. AWARD DATE

SECTION TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00010

BID SCHEDULE

PART 1 GENERAL

1.1 BIDDING SCHEDULES
1.2 BID FORM NOTES
1.3 BIDDING
1.4 EVALUATION OF BIDS
1.5 CONDITIONS OF CONTRACT AWARD
1.6 BIDDER QUALIFICATIONS
1.7 PRE-AWARD INSPECTION OF PLANT
1.8 OPTION ITEMS

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section Table of Contents --

SECTION 00010

BID SCHEDULE

PART 1 GENERAL

1.1 BIDDING SCHEDULES

SECTION 00010 - BIDDING SCHEDULE

CALCASIEU RIVER AND PASS, BAR CHANNEL
HOPPER DREDGE CONTRACT NO. 2-2025
CAMERON PARISH, LOUISIANA
SOLICITATION NO. W912P825B0020

LOT ONE, 34 in. Inside Diameter (ID) Pump Suction, 14,788 cy Nominal Hopper Capacity, 2 Dragarms and all attendant plant

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
0001	Mobilization & Demobilization	1	Job		
0002	Dredging	620	Hour		
Option 0003	Option Dredging	620	Hour	XXXXXXXX	
				Total: LOT ONE BID	

SECTION 00010 - BIDDING SCHEDULE

CALCASIEU RIVER AND PASS, BAR CHANNEL
HOPPER DREDGE CONTRACT NO. 2-2025
CAMERON PARISH, LOUISIANA
SOLICITATION NO. W912P825B0020

LOT TWO, 38 in. Inside Diameter (ID) Pump Suction, 12,430 cy Nominal Hopper Capacity, 2 Dragarms and all attendant plant

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
0001	Mobilization & Demobilization	1	Job		
0002	Dredging	639	Hour		
Option 0003	Option Dredging	639	Hour	XXXXXXXX	
				Total: LOT TWO BID	

SECTION 00010 - BIDDING SCHEDULE

CALCASIEU RIVER AND PASS, BAR CHANNEL
HOPPER DREDGE CONTRACT NO. 2-2025
CAMERON PARISH, LOUISIANA
SOLICITATION NO. W912P825B0020

LOT THREE, 33.5 in. Inside Diameter (ID) Pump Suction, 9,400 cy Nominal Hopper Capacity, 2 Dragarms and all attendant plant

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
0001	Mobilization & Demobilization	1	Job		
0002	Dredging	843	Hour		
Option 0003	Option Dredging	843	Hour	XXXXXXXX	
				Total: LOT THREE BID	

SECTION 00010 - BIDDING SCHEDULE

CALCASIEU RIVER AND PASS, BAR CHANNEL
HOPPER DREDGE CONTRACT NO. 2-2025
CAMERON PARISH, LOUISIANA
SOLICITATION NO. W912P825B0020

LOT FOUR, 39.37 in. Inside Diameter (ID) Pump Suction, 8,300 cy Nominal Hopper Capacity, 1 Dragarm and all attendant plant

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
0001	Mobilization & Demobilization	1	Job		
0002	Dredging	1120	Hour		
Option 0003	Option Dredging	1120	Hour	XXXXXXXX	
				Total: LOT FOUR BID	

SECTION 00010 - BIDDING SCHEDULE

CALCASIEU RIVER AND PASS, BAR CHANNEL
HOPPER DREDGE CONTRACT NO. 2-2025
CAMERON PARISH, LOUISIANA
SOLICITATION NO. W912P825B0020

LOT FIVE, 31.5 in. Inside Diameter (ID) Pump Suction, 6,540 cy Nominal Hopper Capacity, 2 Dragarms and all attendant plant

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
0001	Mobilization & Demobilization	1	Job		
0002	Dredging	1138	Hour		
Option 0003	Option Dredging	1138	Hour	XXXXXXXX	
				Total: LOT FIVE BID	

SECTION 00010 - BIDDING SCHEDULE

CALCASIEU RIVER AND PASS, BAR CHANNEL
HOPPER DREDGE CONTRACT NO. 2-2025
CAMERON PARISH, LOUISIANA
SOLICITATION NO. W912P825B0020

LOT SIX, 30 in. Inside Diameter (ID) Pump Suction, 4,815 cy Nominal Hopper Capacity, 2 Dragarms and all attendant plant

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
0001	Mobilization & Demobilization	1	Job		
0002	Dredging	1128	Hour		
Option 0003	Option Dredging	1128	Hour	XXXXXXXX	
				Total: LOT SIX BID	

SECTION 00010 - BIDDING SCHEDULE

CALCASIEU RIVER AND PASS, BAR CHANNEL
HOPPER DREDGE CONTRACT NO. 2-2025
CAMERON PARISH, LOUISIANA
SOLICITATION NO. W912P825B0020

LOT SEVEN, 27 in. Inside Diameter (ID) Pump Suction, 3,600 cy Nominal Hopper Capacity, 2 Dragarms and all attendant plant

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
0001	Mobilization & Demobilization	1	Job		
0002	Dredging	1304	Hour		
Option 0003	Option Dredging	1304	Hour	XXXXXXXX	
				Total: LOT SEVEN BID	

SECTION 00010 - BIDDING SCHEDULE

CALCASIEU RIVER AND PASS, BAR CHANNEL
HOPPER DREDGE CONTRACT NO. 2-2025
CAMERON PARISH, LOUISIANA
SOLICITATION NO. W912P825B0020

LOT EIGHT, 26 in. Inside Diameter (ID) Pump Suction, 4,000 cy Nominal Hopper Capacity, 2 Dragarms and all attendant plant

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
0001	Mobilization & Demobilization	1	Job		
0002	Dredging	1536	Hour		
Option 0003	Option Dredging	1536	Hour	XXXXXXXX	
				Total: LOT EIGHT BID	

1.2 BID FORM NOTES

a. Bidders shall bid on all items including optional items. Failure to bid on all items will result in a non-responsive bid.

b. Bidders shall use the Item No. 0002 unit price to compute Item Nos. 0002 and 0003 total prices.

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

d. The Notice to Proceed (NTP): The successful bidder is advised that performance and payment bonds shall be submitted in accordance with the time frame in block 12B of SF 1442 after Notice of Award. The NTP will be issued after verification of acceptable performance and payment bonds. Within 24 hours after issuance of NTP, the Contractor shall initiate a meeting to discuss the submittal process with the Administrative Contracting Officer or his authorized representative. Physical work cannot start until the Quality Control System is set-up, the Accident Prevention Program and other required submittals have been submitted and approved, and all preliminary meetings called for under the contract have been conducted.

e. RAPID VENDOR PAYMENT: See the following web based instructions for the submission of invoices: http://www.mvn.usace.army.mil/BusinessWithUs/Contracting/RapidVendorPayment.aspx.

f. "Job" is synonymous with the previously used term "lump sum".

1.3 BIDDING

a. The bidder must select only one bid lot, determined by the class of dredge intended to be used. Bids which are submitted on an inappropriate bid lot will be declared non-responsive.

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

1.4 EVALUATION OF BIDS

a. To provide fair competition between dredges of different production rate and capacity, the required dredging quantities and any optional dredging quantities are based on an estimated quantity of shoal material, and on the tested production rate of each dredge class.

b. Award will be made to that responsible bidder presenting the lowest-priced responsive bid in response to this solicitation,

regardless of the bid lot used.

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

1.5 CONDITIONS OF CONTRACT AWARD

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

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

c. The number of hours for each bid lot of the bidding schedule are estimated quantities. The dredge and attendant plant will be retained for an approximate number of days according to the table below starting no later 240 hours after issuance of the Notice to Proceed.

APPROXIMATE HOPPER DREDGE CONTRACT DURATION

Bid Lot	Pump Inside Diameter (inches)	Hopper Size (cubic yards)	Number of Dragarms	Approximate Number of Contract Days for Item 0002	Approximate Number of Contract Days for Option Item 0003
1	34	14788	2	49	49
2	38	12430	2	50	50
3	33.5	9400	2	59	59
4	39.37	8300	1	72	72
5	31.5	6540	2	72	72
6	30	4815	2	72	72
7	27	3600	2	80	80
8	26	4000	2	91	91

The time required for completion of the contract shall be established as the number of calendar days listed in column entitled "Approximate Number of Contract Days for Item 0002" for the applicable bid lot. In the event Option Item 0003 is fully exercised under the terms of the

contract, the time required for completion of the contract shall be extended by the number of calendar days listed in column entitled "Approximate Number of Contract Days for Option Item 0003" for the applicable bid lot. In the event Option Item 0003 is partially exercised, the contract completion date shall be extended using the following formula:

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

d. The bidder shall provide for assignment of the dredge and all attendant plant, complete and in full operating condition in all respects, and to commence dredging no later than 240 hours after issuance of the Notice to Proceed.

1.6 BIDDER QUALIFICATIONS

a. Before the Government will award a contract based on this solicitation, the apparent low bidder shall establish that it is responsible and entitled to award of the contract, by certifying that its dredge meets the appropriate production rate, as listed in the table in Section 35 20 23.23, paragraph entitled "Dredge Plant". The dredge must perform at or above the listed production rate at least 85% of the time, as established by other contracts completed within three years prior to the bid opening date of this solicitation. Failure to establish an adequate capability will result in a finding of non-responsibility.

b. A bidder may be rejected as non-responsible if it cannot show the necessary capital, experience, or equipment needed to perform the work described under this solicitation (see "Responsible Prospective Contractors" FAR Subpart 9.1). The bidder must also show that the dredge and attendant plant is not already obligated for the performance of other work that would delay commencement, performance, and completion of the solicited work; and must show that delivery of the dredge and attendant plant to the site of work can be made within the time allowed in the specifications.

c. Bidders must register in the System for Award Management (SAM) database in accordance with FAR 52.204-7 - OCT 2018.

1.7 PRE-AWARD INSPECTION OF PLANT

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

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

non-responsible.

c. The Government may choose to waive the pre-award inspection if the projected contract award date is less than five calendar days after the bid opening date. Waiver of the pre-award inspection does not relieve the bidder from the requirement to provide a dredge and attendant plant in full compliance with the specifications.

1.8 OPTION ITEMS

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

b. No additional mobilization/demobilization will be paid to the Contractor for Option Item work performed within the work region. The Contractor shall commence performance of optional work no more than 3 calendar days after the time the Contractor receives the Government's Notice to Proceed with the optional work.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

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

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

Surety(ies) (Name And Business Address)

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

Obligation:

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

Conditions:

The Principal has submitted the bid identified above.

Therefore:

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

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

Witness:

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

Principal

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

Individual Surety(ies)

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

Corporate Surety(ies)

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

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

Instructions

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

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

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

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

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

Section 00100 - Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.214-3	Amendments To Invitations For Bids	DEC 2016
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	DEC 2016
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.217-5	Evaluation Of Options	JUL 1990
52.228-1	Bid Guarantee	SEP 1996

CLAUSES INCORPORATED BY FULL TEXT

52.214-15 PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of clause)

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)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American -- Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(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

Christopher Nuccio
Contracting Officer
U.S. Army Corps of Engineers,
ATTN: CEMVN-CTW
7400 Leake Ave.
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:	John Page, Lafayette Area Office
Address:	100 Asma Blvd, Suite 300
Telephone:	337-291-3015

(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):

https://www.acquisition.gov/

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

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 Defense Federal Acquisition Regulation (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)

252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)

Offerors are advised that in accordance with 10 U.S.C. 3457, supplies and services provided by a nontraditional defense contractor, as defined in DFARS 202.101, may be treated as commercial products or commercial services. The decision to apply commercial product or commercial service procedures to the procurement of supplies and services from a nontraditional defense contractor does not require a commercial product or commercial service determination and does not mean the supplies or services are commercial.

(End of provision)

Section 00600 - Reps and Certs

CLAUSES INCORPORATED BY REFERENCE

52.229-12 Tax on Certain Foreign Procurements FEB 2021

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2024)

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

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

(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 clause 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)

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(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)

52.204-26 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)

52.209-7 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)

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)

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)

252.204-7008 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)

252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (DEVIATION 2024-O0006, REVISION 1) (MAR 2024)

(a) Definitions. The terms business operations and fossil fuel company have the meanings given in the 252.225-7967 clause of this solicitation.

(b) Representation. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas-

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(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

UAI 5115.504

Award to successful offeror. (UAI 5115.504)

Only a warranted Contracting Officer (either a Contracting Officer or an Administrative Contracting Officer (ACO)), acting within their appointed limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed with the change and shall immediately notify the Contracting Officer. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk."

CLAUSES INCORPORATED BY REFERENCE

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
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-18	Variation in Estimated Quantity	APR 1984
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Products and Commercial Services)	AUG 2024
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-27 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding (DEVIATION 2022-O0001)	OCT 2021
52.214-28 (Dev)	Subcontractor Certified Cost Or Pricing Data--Modifications--Sealed Bidding (DEVIATION 2022-O0001)	OCT 2021
52.219-8	Utilization of Small Business Concerns	FEB 2024
52.219-9 Alt I	Small Business Subcontracting Plan (SEP 2023) Alternate I	NOV 2016
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	FEB 2023
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	FEB 2024
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
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-54	Employment Eligibility Verification	MAY 2022
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-O0016)	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15 (Dev)	Performance and Payment Bonds-Construction. (Deviation 2020-O0016)	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
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-16 (Dev)	Progress Payments (DEVIATION 2020-O0010)	NOV 2021
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-2	Subcontracts	JUN 2020
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994

52.248-3	Value Engineering-Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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 the days described in Section 00010 paragraph entitled "Conditions of Contract Award". The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

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 at any time after Notice to Proceed and up to three 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)

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

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023)

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

Caribbean Basin country construction material means a construction material that--

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

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

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

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

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

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

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

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

Component means an article, material, or supply incorporated directly into a construction material.

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

Cost of components means--

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

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

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

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

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

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

Domestic construction material means--

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

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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

Free Trade Agreement country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

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

Least developed country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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

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

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

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

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

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

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

NONE

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

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

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

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

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

of this clause.

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

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

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

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

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

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

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

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before

contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.225-11 BUY AMERICAN --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023) ALTERNATE I (NOV 2023)

(a) Definitions. As used in this clause—

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

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

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

Caribbean Basin country construction material means a construction material that—

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

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

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

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

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

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

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

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

Component means an article, material, or supply incorporated directly into a construction material.

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

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

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

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

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

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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

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

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

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

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

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

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, United States-Mexico-Canada Agreement, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahraini, Mexican, or Omani construction materials.

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

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

NONE

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

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

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

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

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

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

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

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

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

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.
(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

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

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.228-17 INDIVIDUAL SURETY--PLEDGE OF ASSETS (BID GUARANTEE) (FEB 2021)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee--

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Offeror shall include with its offer the information required at paragraph (a) of this provision within the timeframe specified in the provision at FAR 52.228-1, Bid Guarantee, or as otherwise established by the Contracting Officer.

(c) The Contracting Officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

(End of provision)

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)

52.236-16 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: Refer to Section 35 01 50.73 Surveys, for details on surveying and quantity computations.

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 1: For the purpose of this contract, the Contractor shall layout the work from the Government established channel centerline and gages in lieu of baselines and benchmarks. These gages are located in Section 35 20 23.23, paragraph entitled "Gages".

Note 2: For these specifications, there are no contract drawings. Refer to the Dredging Section for the contract plates.

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):

https://www.acquisition.gov/

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 4656 provides that the Contractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 4656, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) Subcontracts. The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial products, commercial services, or commercial components.

(h) Pursuant to 10 U.S.C. 4656(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone 301-937-1542; www.ojp.usdoj.gov/BJA/grant/DPFC.html".

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Administrative Investigations, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 14L25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011. Website: https://www.dodig.mil/Programs/Contractor-Disclosure-Program/.

(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)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)

(a) Definitions. As used in this clause—

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.
Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—
(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.
Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.
Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.
Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.
Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.
Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.
Rapidly report means within 72 hours of discovery of any cyber incident.
Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.
(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:
(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:
(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.
(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.
(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:
(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available via the internet at https://csrc.nist.gov/publications/sp800).
(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.
(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an

authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.
(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.
(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/documents-templates/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.
(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.
(c) Cyber incident reporting requirement.
(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—
(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and
(ii) Rapidly report cyber incidents to DoD at https://dibnet.dod.mil.
(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at https://dibnet.dod.mil.
(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see https://public.cyber.mil/eca/.
(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.
(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.
(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information equipment that is necessary to conduct a forensic analysis.
(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.
(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—
(1) To entities with missions that may be affected by such information;
(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
(3) To Government entities that conduct counterintelligence or law enforcement investigations;
(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)

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

Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced,

recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

Litigation support means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

Litigation support contractor means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

Sensitive information means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

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

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products or commercial services.

(End of clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

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

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government 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 the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor 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) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at https://dibnet.dod.mil the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

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

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology 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, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(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 (b)(1)(i) of this section, the Contractor shall use the following format for the report:

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

	plan	architecture			achieved

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

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) 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).

(2) Authorized representatives of the Contractor 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.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. 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).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts

and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in 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, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor 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 subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of the threshold specified in Federal Acquisition Regulation 9.405-2(b) on the date of subcontract award with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management System (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEC 2019)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

Summary Subcontract Report (SSR) Coordinator means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.

(b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal (section 8025 of Pub. L. 108-87)

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the cognizant contract administration activity for the Contractor.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) Submit the consolidated SSR for an individual subcontracting plan to the “Department of Defense.”

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan resides with the SSR Coordinator.

(g) Include the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a), and to have further subcontracting opportunities.

(End of clause)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)

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

Homogeneous material means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate.

Mechanically disjointed means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

(b) Prohibition.

(1) Unless otherwise specified by the Contracting Officer, the Contractor shall not provide any deliverable or construction material under this contract that--

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for commercial products or commercial services, that are for supplies, maintenance and repair services, or construction materials.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)

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

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Lithuania
Luxembourg
Netherlands
Norway

Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

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

U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. ``Export-controlled items,'' as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) ``Defense items,'' defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) ``Items," defined in the EAR as ``commodities", ``software", and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (DEVIATION 2024-O0006, REVISION 1) (FEB 2024)

(a) Definitions. As used in this clause -

"Business operations" means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include-

(1) Any shipment subject to price caps as specified in the -

(i) "Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil", issued on December 2, 2022, between member countries of that coalition; or

(ii) "Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington", issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including -

(1) Any action to secure or divest from facilities, property, or equipment;

(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;

(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.

Fossil fuel company means an entity or individual that -

(1) Carries out oil, gas, or coal exploration, development, or production activities;

(2) Processes or refines oil, gas, or coal; or

(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.
(b) Prohibition. In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by -
(1) An authority of the government of the Russian Federation; or
(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas -
(i) Through the Russian Federation for sale outside of the Russian Federation; and
(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.
(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services.
(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when--

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at https://wawf.eb.mil/.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7004 DOD PROGRESS PAYMENT RATES (MAR 2020) (DEVIATION 2020-O0010)
If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Undefinitized Contract Actions) to 95 percent.
(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

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.

(End of Clause)

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

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 3862(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

(End of clause)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)

(a) The Contractor shall not include the terms of any Federal Acquisition Regulation (FAR) clause or Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial products or commercial services at any tier under this contract, unless--

(1) For DFARS clauses, it is so specified in the particular clause; or

(2) For FAR clauses, the clause is listed at FAR 12.301(d) or it is so specified in paragraph (e)(1) of the clause at FAR 52.212-5 or paragraph (b)(1) of the clause at FAR 52.244-6, as applicable. (Section 847(b)(1)(B), Pub. L. 114-328)

(b)(1) In accordance with 10 U.S.C. 3457(c), the Contractor shall treat as commercial products any items valued at less than $10,000 per item that were purchased by the Contractor for use in the performance of multiple contracts with the Department of Defense and other parties and are not identifiable to any particular contract when purchased.

(2) The Contractor shall ensure that any items to be used in performance of this contract, that are treated as commercial products pursuant to paragraph (b)(1) of this clause, meet all terms and conditions of this contract that are applicable to commercial products or commercial services in accordance with the clause at FAR 52.244-6 and paragraph (a) of this clause.

(c) Subcontracts. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION-- BASIC (MAY 2014)

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

Acceptable purchasing system means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

Purchasing system means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable purchasing system. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) System criteria. The Contractor's purchasing system shall--

(1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS);

(2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;

(3) Maintain an organization plan that establishes clear lines of authority and responsibility;

(4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;

(5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;

(6) Apply a consistent make-or-buy policy that is in the best interest of the Government;

(7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;

(8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;

(9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;

(10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;

(11) Document negotiations in accordance with FAR 15.406-3;

(12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;

(13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

(14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

(15) Document and justify reasons for subcontract changes that affect cost or price;

(16) Notify the Government of the award of all subcontracts that contain the FAR and DFARS flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;

(17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of 41 U.S.C. chapter 87, Kickbacks;

(18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;

(19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the FAR and DFARS, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;

(20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;

(21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, and the item marking requirements of 252.211-7003, Item Unique Identification and Valuation, if applicable;

(22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;

(23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and

(24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if--

(i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Significant deficiencies.

(1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY. (APR 2012)

(a) "Definition - Mapping, charting, and geodesy (MC&G) property" means geodetic, geomagnetic, gravimetric, aeronautical, topographic, hydrographic, cultural, and toponymic data presented in the form of topographic, planimetric, relief, or thematic maps and graphics; nautical and aeronautical charts and publications; and in simulated, photographic, digital, or computerized formats.

(b) The Contractor shall not duplicate, copy, or otherwise reproduce MC&G property for purposes other than those necessary for performance of the contract.

(c) At the completion of performance of the contract, the Contractor, as directed by the Contracting Officer, shall either destroy or return to the Government all Government-furnished MC&G property not consumed in the performance of this contract.

(End of Clause)

Section 00800 - Special Instructions

UAI 5131.105

Construction and architect-engineer (A-E) contracts. (UAI 5131.105)

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

(End of special contract requirement)

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

Note 2: A copy of the "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE" (Region III) can be obtained from the following website:

https://www.publications.usace.army.mil/Portals/76/Users/182/86/2486/EP%201110-1-8_RV1-12.pdf?ver=x6psY-gBPGg5dSOqQdjEMg%3d%3d.

UAI 5122.1302-100

Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts (UAI 5122.1302-100)

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

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

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

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

U.S. Army Warrior Transition Command Employment Index:
https://wtc.army.mil/modules/employers/index.html

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

(End of special contract requirement)

SPECIAL CONTRACT REQUIREMENTS

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

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

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

Exemptions from this excise tax must be claimed by an Offeror when it submits, with its offer, a U.S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/W14. If not submitted with the offer, exemptions will not be applied to any resulting

contract and the Government will withhold a full 2 percent on each contract payment. Failure to submit an IRS Form W-14 with each payment request will also result in an automatic withholding of 2 percent from the payment request.

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

Line 6 Contract/reference number: *W912P825B0020*
Line 7 "Name and address of the acquiring agency": *USACE, New Orleans District, 7400 Leake Ave, New Orleans, LA 70118*

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

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

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

FAR 29.204 expressly states that "[a]gencies merely withhold the tax (section 5000C tax) for the Internal Revenue Service (IRS). All substantive issues regarding the underlying section 5000C tax, e.g., the imposition of, and exemption from the tax, are matters under the jurisdiction of the IRS." Therefore, we cannot help you determine how the tax law applies to you. We strongly recommend that you contact the IRS and/or a tax professional should you have any questions of this nature. To be clear, this information does not constitute tax advice or a representation of your tax liability. Furnishing this information does not create liability for the USACE for any Federal, state, or local taxes applicable to the above-referenced contract or any other contract.

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For submission requirements and basis of evaluation:

Executed FAR Provision 52.229-11.
Completed IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, if applicable. If not submitted with the offer, exemptions will not be

applied to any resulting contract and the Government will withhold a full 2 percent on each payment.

SECTION TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SCOPE

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 DELIVERY OF PLANT
3.2 PROSECUTION, OPTION AND COMPLETION
3.3 CONTRACTOR PERFORMANCE EVALUATIONS - CONSTRUCTION
3.4 CONSTRUCTION AND ARCHITECT-ENGINEER (A-E) CONTRACTS (UAI 5131.105)
3.5 VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS (UAI 5122.1302-100)

-- End of Section Table of Contents --

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SCOPE

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 DELIVERY OF PLANT

a. Delivery of the dredge and attendant plant and commencement of dredging shall be completed no later than 240 hours after issuance of the Notice to Proceed. For bidding purposes, the delivery site will be at mile -1.7 of the Calcasieu River (the seaward end of the rock jetties); however, the starting assignment for the dredge may require initial mobilization to any location within the primary or secondary dredging region, for which an equitable adjustment will be made for any additional costs under the contract clause entitled "Changes" (FAR 52.243-4). Upon arrival of the dredge and all of the attendant plant at the delivery site, the plant may be inspected by Government personnel to determine whether any deficiencies have developed since the time the plant was brought into compliance pursuant to the pre-award inspection. The Contractor will be notified of acceptance or rejection of the plant. If accepted, the dredge will be given an assignment immediately.

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

3.2 PROSECUTION, OPTION AND COMPLETION

a. The estimated completion time of the contract will initially be determined as the date and time obtained by adding the hours in "Dredging" Payment Item to the date and time that the Contractor began start of pay time hours. During the course of work, the completion time may change as a result of fractional pay time (refer to Section 35 20 23.23, paragraph entitled "Dredging and Option Dredging Items") or award of option hours or any portion thereof. The contract will be considered complete when the available hours run out at the designated dump site when the last load is dumped.

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

c. Upon completion of the specified work, the dredge and attendant plant will be released to the Contractor at the location of the last

assignment. It should be noted that the location of the last assignment could be either in a primary or secondary dredging region as specified in Section 35 20 23.23, paragraph entitled "Primary Dredging Region" or Section 35 20 23.23, paragraph entitled "Secondary Dredging Regions". All cost of final demobilization will be paid as stated in Section 35 20 23.23, paragraph entitled "Measurement and Payment". No other payment will be made.

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

3.3 CONTRACTOR PERFORMANCE EVALUATIONS - CONSTRUCTION

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

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

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

(End of special contract requirement)

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

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

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

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

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

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

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

U.S. Army Warrior Transition Command Employment Index: https://wtc.army.mil/modules/employers/index.html

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

(End of special contract requirement)

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT
1.2 ACCOMMODATIONS AND MEALS FOR INSPECTORS
1.2.1 General
1.2.2 Office
1.2.3 Meals
1.3 SEAWORTHINESS CERTIFICATION
1.4 ENIVIRONMENTAL LITIGATION
1.5 STATE TAXES
1.6 RIGHTS-OF-WAY
1.7 MOBILIZATION OF ATTENDANT PLANT
1.8 OBSTRUCTION OF CHANNEL
1.9 WORK BY OTHERS
1.10 CONTRACTOR'S RESPONSIBILITY
1.11 SUPERVISION
1.12 AS-BUILT DRAWINGS
1.13 FUEL CONSUMPTION REPORTING REQUIREMENTS
1.14 GENERAL SECURITY REQUIREMENTS AND GUIDANCE
1.15 SUSPICIOUS ACTIVITY REPORTING TRAINING (e.g. iWATCH, CorpsWatch, or See Something, Say Something)
1.16 PRE-SCREEN CANDIDATES USING E-VERIFY PROGRAM

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

ATTACHMENTS:

Utility Summary Sheet

-- End of Section Table of Contents --

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

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

1.2 ACCOMMODATIONS AND MEALS FOR INSPECTORS

1.2.1 General

The Contractor shall furnish to inspectors on board the dredge or other craft upon which they are employed a suitable separate room approximately 100 square feet in size for a Corps of Engineers field office. In the event that the dredge or other suitable craft with office facilities is not on site upon commencement of dredging operations, the Contractor shall arrange for the office facilities on shore at a convenient location in the vicinity of the project. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, air conditioned, and lighted, shall have sufficient electrical outlets with power surge protection to power a laptop computer and printer, washing conveniences, bottled water, and daily janitorial services. All costs for furnishing, equipping, and maintaining the accommodations shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule. 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. If the Contractor fails to meet the requirements of this paragraph, the accommodations will be secured by the Inspector and the cost will be deducted from payments due the Contractor.

1.2.2 Office

The office shall be a separate room from the quarters, and shall be equipped with the following items, which must be supplied in a fully functional condition:

a. A desk with locking drawers and two sets of matching keys;

b. A swivel desk chair with a contoured seat, two arms, and adjustable height and back rest, all of which shall have fully cushioned and upholstered surfaces;

c. A two or more drawer legal sized file cabinet;

d. A 4' x 6' drafting table, with a drafting table fluorescent light that is mechanically adjustable. This equipment shall include appropriate drafting instruments, as requested by the Inspector.

e. A legal/letter sized capable copy machine - The Contractor may allow the use of his own in lieu of providing a separate one for the

inspector;

f. Double convenience outlets to provide 110 volt power along with surge protectors to protect Government equipment.

g. The Contractor shall provide at least one cellular telephone and one satellite telephone aboard the dredge. The telephones shall be available to Government personnel for conducting official Government business 24 hours per day, seven days per week. The Contractor shall provide the Inspector's office with a cellular wireless Broadband / WiFi 802.11n capable router that accepts cellular data signals through satellite. The high speed internet service and associated equipment must be capable of providing adequate connection to allow the Inspectors to import / export files through RMS (shall provide a minimum download speed of 10 Mbps and a minimum upload speed of 1.5 Mbps for the sole use of the Inspector). The Contractor shall field verify that the service provider chosen has adequate continuous coverage throughout the site of work. The Contractor shall be responsible for the installation, maintenance of, and the monthly service fees necessary to provide continuous high speed internet service for the duration of the contract. Final approval of the plant will not be made until this equipment is installed and in good working order.

If the Contractor cannot provide the inspector an office on board the dredge that meets the contract requirements, the Contractor shall provide, with the approval of the Contracting Officer, an office near the job site.

1.2.3 Meals

If the Contractor maintains an establishment at the worksite for the subsistence of his/her own employees, he/she shall furnish to Inspectors and 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.

1.3 SEAWORTHINESS CERTIFICATION

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

1.4 ENIVIRONMENTAL LITIGATION

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, then the Contracting Officer or his/her authorized representative, at the

request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier and required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier, other than as required by the terms of this contract, then such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer or his/her authorized representative in the administration of this contract under the terms of the "Suspension of Work" (FAR 52.242-14) clause located in Section 00700 - Contract Clauses. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

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

1.5 STATE TAXES

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

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

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

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

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

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

1.6 RIGHTS-OF-WAY

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

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

Government. Government assistance in obtaining additional environmental clearances does not relieve the Contractor of responsibility for complying with other Federal, state or local licenses and permits.

c. The following right of entry stipulations apply to specific primary and/or secondary dredging locations and shall be complied with as required.

(1) For Mississippi River Deep Draft Crossings:

(a) The roads on the crown or berm of the levees are not to be used during inclement weather, except in the case of an emergency.

(b) Wherever the levee crown is to be used for parking for any more than four vehicles, 48 hours notice shall be given the Atchafalaya Basin Levee District (ABLD) at telephone number (225) 387-2249 and fax number (225) 387-4742. Pontchartrain Levee District at telephone number (225) 869-9721 or (225) 869-9722 and fax number (225) 869-9723.

(c) The levee crown is not to be accessed during inclement weather without the approval from ABLD.

(d) Parking must be within the levee servitude and existing ramps.

(2) For Mississippi River, Cubit's Gap and Southwest Pass:

(a) The U.S. Army Corps of Engineers, Venice Sub Office and Harbor will not be available to the Contractor for vehicle parking or vessel docking. Vessel docking will only be permitted for standby to pick-up and drop-off Government personnel.

1.7 MOBILIZATION OF ATTENDANT PLANT

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

1.8 OBSTRUCTION OF CHANNEL

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

1.9 WORK BY OTHERS

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

1.10 CONTRACTOR'S RESPONSIBILITY

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

1.11 SUPERVISION

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

1.12 AS-BUILT DRAWINGS

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

a. A Cover Page that shall include the project title, contract number and Contractor.

b. A Dredging Summary sheet that shall include the following (at a minimum): dredging regions dredged, dredge name, dates dredged per each dredging region, yardage per each dredging region, disposal locations per each dredging region (include amount of loads and yardage for each disposal). If multiple dredges were used, the information shall include

what each dredge dredged by date, yardage in each dredging region and disposal locations per dredging region (include amount of loads and yardage for each disposal).

c. A Utility Summary sheet that shall list every utility (for both the dredging channel and disposal areas). 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, disposed on, skipped (state reason why), and any issues with the utility owner. A sample Utility Summary Sheet is included at the end of this section. If the Contractor worked in multiple dredging regions, the Contractor shall fill out a separate Utility Summary Sheet for each dredging region. The Contractor shall also submit a copy of all utility as-builts, surveys, etc received from the owner. All utility as-builts shall be labeled such that each as-built has the current owner's name and pipeline location (C/L Station and Mile #)on it.

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

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

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

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

(1) Contractor and dredge name.

(2) Contract number.

(3) Assignment number.

(4) Sheet number.

(5) Reach in which assignment is performed.

(6) Number of cuts.

(7) Total loads in assignment.

(8) Yardage removed in assignment area.

(9) Number of loads going to Ocean Disposal area or other Government designated disposal areas.

(10) Utility locations (for both the dredging channel and disposal areas) as verified by owners including C/L station, C/L XY-coordinate, minimum elevation, utility size, utility type and POC information.

(11) Channel markers, buoys, day markers, etc.

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

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

1.13 FUEL CONSUMPTION REPORTING REQUIREMENTS

On the first day of each month, the Contractor shall furnish, to the Government Inspector, a report of the quantities of fuel consumed during the previous month in execution of the work covered by the contract. The quantities reported shall include fuel consumed by the Contractor and all of his/her subcontractors for the main plant and all support plant during the preceding month. This information may be consolidated and shall be included in the Report of Operations-Hopper Dredges, ENG Form No. 27A (costs).

1.14 GENERAL SECURITY REQUIREMENTS AND GUIDANCE

The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The COR will develop and implement site-specific risk measures to maintain positive control of all contractors (Access-Screening Training Records) and be technically proficient in AT/OPSEC. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer's Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In

addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

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

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

1.16 PRE-SCREEN CANDIDATES USING E-VERIFY PROGRAM

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

Dredging Region: _____ Date submitted: _____

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

Utility Summary Sheet

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

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY
1.2 DEFINITIONS
1.2.1 Submittal Identification Definitions
1.3 MEASUREMENT AND PAYMENT
1.4 SUBMITTAL CLASSIFICATION
1.4.1 Government Approved
1.4.2 Information Only
1.5 SUBMITTAL PREPARATION
1.5.1 General
1.5.2 Procedures
1.6 TRANSMITTAL FORM (ENG FORM 4025-R)
1.7 INFORMATION ONLY SUBMITTALS
1.8 DEVIATIONS
1.9 SUBMITTAL REGISTER (ENG FORM 4288-R)
1.10 SCHEDULING
1.11 CONTROL OF SUBMITTALS
1.12 GOVERNMENT APPROVED SUBMITTALS
1.13 DISAPPROVED SUBMITTALS
1.14 APPROVED SUBMITTALS
1.15 STAMPS

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

ATTACHMENTS:

Transmittal Form

Submittal Register

-- End of Section Table of Contents --

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

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

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

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

Each submittal shall be submitted with its complete backup material.

1.2 DEFINITIONS

1.2.1 Submittal Identification Definitions

Drawings

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

Data

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

Samples

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

Schedules

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

Reports

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

Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The

statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements that are being certified.

Instructions

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

Statements

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

Operation and Maintenance Manuals

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

Records

Documentation to record compliance with technical or administrative requirements.

1.3 MEASUREMENT AND PAYMENT

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

1.4 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.4.1 Government Approved

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

1.4.2 Information Only

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

1.5 SUBMITTAL PREPARATION

1.5.1 General

The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288-R) or specified in the other sections of these specifications. The Contractor shall make submittals as required by the specifications. Submittals shall be made to the respective Area Office address listed in the provision entitled "Site Visit (Construction)" (FAR 52.236-27) in Section 00100 - Instructions to Bidders. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.5.2 Procedures

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

1.6 TRANSMITTAL FORM (ENG FORM 4025-R)

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

1.7 INFORMATION ONLY SUBMITTALS

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

1.8 DEVIATIONS

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

deviations.

1.9 SUBMITTAL REGISTER (ENG FORM 4288-R)

The sample Submittal Register at the end of this section is one set of ENG Form 4288-R listing items of equipment and materials for which submittals are required by the specifications; this list may not be all-inclusive and additional submittals may be required. Columns "c" thru "r" have been completed by the Government. The Contractor shall complete columns "a", "b", and "s" thru "x", and submit the complete register to the Contracting Officer within 5 calendar days after Notice to Proceed for approval. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated. The Contractor is responsible for maintaining an effective submittal control system by reviewing, updating, and submitting updated copies of the register to the Contracting Officer every 30 days.

1.10 SCHEDULING

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

1.11 CONTROL OF SUBMITTALS

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

1.12 GOVERNMENT APPROVED SUBMITTALS

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

1.13 DISAPPROVED SUBMITTALS

The Contractor shall respond to all concerns expressed by the Contracting Officer and promptly make any corrections necessary to address those concerns. 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 "Changes" (FAR 52.243-4) shall be given promptly to the Contracting Officer.

1.14 APPROVED SUBMITTALS

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

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

1.15 STAMPS

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

CONTRACTOR
(Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s)
SIGNATURE: _____
TITLE: _____
DATE: _____

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

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

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

DATE	TRANSMITTAL NO.

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

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

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

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

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

SECTION II - APPROVAL ACTION

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

INSTRUCTIONS

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

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

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

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

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

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

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

8. When submittal items are transmitted, indicate the "Submittal Type" (*SD-01 through SD-11*) in column c of Section I.
   Submittal types are the following:

   SD-01 - Preconstruction SD-02 - Shop Drawings SD-03 - Product Data SD-04 - Samples SD-05 - Design Data SD-06 - Test Reports
   SD-07 - Certificates SD-08 - Manufacturer's Instructions SD-09 - Manufacturer's Field Reports SD-10 - O&M Data SD-11 - Closeout

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

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

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

SUBMITTAL REGISTER

(ER 415-1-10)

CONTRACT NO.

TITLE AND LOCATION: Calcasieu Bar Channel Hopper Dredge Contract #2-2025

CONTRACTOR

SPECIFICATION SECTION

ACTIVITY NO	TRANS-MITTAL NO	ITEM NO	SPECIFICATION SECTION NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSI-FICATION		REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS
					DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	O&M MANUALS	INFORMATION ONLY	GOVERNMENT APPROVED		SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERN-MENT	CODE	DATE	
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
		1	01 30 00	As-Built Drawings		X										X	LAO & ODT-D									
		2	01 35 26	Accident Prevention Program												X	SS									
		3	01 57 20.00 10	Environmental Protection Plan	X											X	ODT-E Attn: Jeff Corbino									
		4	35 01 50.73	Verification of Survey Equipment	X											X	LAO & ODT-C									
		5	35 01 50.73	Pre-Dredging and After Dredging Surveys	X	X										X	LAO									
		6	35 01 50.73	Acceptance Profiles	X	X										X	LAO									
		7	35 01 50.73	Quantity Computations	X											X	LAO									
		8	35 01 50.73	Pre-Dredging and After Dredging ODMDS Surveys	X	X										X	LAO & ODT-E									
		9	35 20 23.23	Load Displacement Chart	X										X		ODT-D									
		10	35 20 23.23	Pump curve(s)	X										X		ODT-D									
		11	35 20 23.23	Ullage Table	X										X		ODT-D									
		12	35 20 23.23	Plant Data Sheet	X										X		ODT-D									
		13	35 20 23.23	Plan of Operations for Utility Crossing					X							X	LAO									
		14	35 20 23.23	Utility As-builts and Surveys Received from the Owners	X	X									X		ODT-D									
		15	35 20 23.26	Letter of National Dredging Quality Management Program Certification							X					X	ODT-D									

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

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

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 SAFETY PROVISIONS
1.2 MEASUREMENT AND PAYMENT
1.3 SITE QUALIFICATIONS, DUTIES AND MEETINGS
1.3.1 Personnel Qualifications
1.3.1.1 SITE SAFETY AND HEALTH OFFICER (SSHO)
1.3.1.1.1 SSHO Staffing for USACE Dredging Contracts
1.3.1.1.2 SSHO Requirements for Dredging
1.3.1.1.3 Designated Representative (DR) Requirements for Dredging
1.3.1.1.4 Safety Personnel Training Requirements for Dredging
1.3.1.2 Equipment Operator Authorization
1.3.1.3 Crane/Derrick and Dragline Certification
1.3.2 Personnel Duties
1.3.2.1 Daily Inspections
1.4 ACCIDENT PREVENTION PROGRAM
1.5 DIVE PLAN
1.6 SAFETY SIGN
1.7 PROJECT SIGN
1.8 MEANS OF ESCAPE FOR PERSONNEL QUARTERED OR WORKING ON FLOATING PLANT
1.9 EMERGENCY ALARMS, SIGNALS AND DRILLS
1.9.1 Alarms
1.9.2 Signals
1.9.2.1 Fire Alarm Signals
1.9.2.2 Abandon Ship Signals
1.9.2.3 Man Overboard Signal
1.9.3 Drills
1.10 SIGNAL LIGHTS
1.11 REPORTS
1.11.1 Accident Investigation and Reporting
1.12 HURRICANE PLAN
1.13 COMPREHENSIVE HAZARD COMMUNICATION PROGRAM

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 GROUND FAULT PROTECTION
3.2 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)
3.3 RADIATION

ATTACHMENTS:

Safety Sign

Project Sign

-- End of Section Table of Contents --

SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 SAFETY PROVISIONS

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

1.2 MEASUREMENT AND PAYMENT

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

1.3 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.3.1 Personnel Qualifications

1.3.1.1 SITE SAFETY AND HEALTH OFFICER (SSHO)

1.3.1.1.1 SSHO Staffing for USACE Dredging Contracts

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

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

1) a mechanical dredge, tug(s) and scow(s), scow route, and material placement site; or
2) a hydraulic pipeline dredge, attendant plant, and material placement site; or
3) a hopper dredge (include land-based material placement site - if applicable.)

c. On individual dredging project sites with work force of less than 8 employees, the SSHO may be a level 2 or level 3 collateral duty, with the same responsibilities of a full time level 1 SSHO.

d. Hopper dredges with USCG- Documented crews may designate an officer as a level 2 collateral-duty SSHO instead of having a full-time level 1 SSHO if the officer meets the SSHO training and experience requirements.

1.3.1.1.2 SSHO Requirements for Dredging

a. In addition to requirements stated elsewhere in this specification, the SSHO shall be present at the project site, located so they have full mobility and reasonable access to all major work operations, for at least one shift in each 24 hour period when work is being done. The SSHO, or Alternate SSHO, shall be available during all shifts for immediate verbal consultation and notification, either by phone or radio. The SSHO shall be a full-time, dedicated position, except as noted above. The SSHO (level 1

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

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

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

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

1.3.1.1.3 Designated Representative (DR) Requirements for Dredging

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

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

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

1.3.1.1.4 Safety Personnel Training Requirements for Dredging

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

1.3.1.2 Equipment Operator Authorization

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

1.3.1.3 Crane/Derrick and Dragline Certification

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

1.3.2 Personnel Duties

1.3.2.1 Daily Inspections

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

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

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

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

1.4 ACCIDENT PREVENTION PROGRAM

Refer to the Contract Clause in Section 00700 - Contract Clauses, entitled "Accident Prevention" (FAR 52.236-13). Within 24 hours after receipt of Notice of Award of the contract, the Accident Prevention Program shall be submitted to the Contracting Officer or his/her authorized representative for review and acceptance. The Accident Prevention Plan must include a statement that describes the: Description, Magnitude, Major Scope of Work and Location/s. The program shall be submitted in the following format:

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

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

c. When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on MVN Form 385-10R, Fuel Oil Transfer. The Fuel Oil Transfer form can be obtained from: https://www.mvn.usace.army.mil/About/Offices/Safety/Safety-Forms/.

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

1.5 DIVE PLAN

A Dive Plan shall be submitted as a safety submittal item of the contract Accident Prevention Plan. All contract diving operations shall be

performed in accordance with EM 385-1-1.

1.6 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 drawings included at the end of this section. The lettering shall be black, the safety circle and cross green, and the background white. When placed on a floating plant, the sign may be half size. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current. The sign coordinator is Timothy Lacoste at (504) 862-2663. Upon completion of the work, the sign shall become the property of the Contractor and shall be removed from the job site. An example Safety Sign is provided at the end of this section.

1.7 PROJECT SIGN

Prior to commencement of work, the Contractor shall construct a Project Sign at the site of the work at a location directed by the Contracting Officer. The sign, which will identify the work with the Corps of Engineers shall be 4 feet by 6 feet in size and shall conform to the requirements of this paragraph and the drawings included at the end of this section. The lettering for the 2 feet by 4 feet section of the sign with the Corps logo and Army Star shall be white; 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 Timothy Lacoste at (504) 862-2663. Upon completion of the work, the sign shall become the property of the Contractor and shall be removed from the job site. Example Project Signs are provided at the end of this section.

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

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

1.9 EMERGENCY ALARMS, SIGNALS AND DRILLS

1.9.1 Alarms

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

1.9.2 Signals

1.9.2.1 Fire Alarm Signals

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

1.9.2.2 Abandon Ship Signals

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

1.9.2.3 Man Overboard Signal

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

1.9.3 Drills

Drills shall be in accordance with EM 385-1-1.

1.10 SIGNAL LIGHTS

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

1.11 REPORTS

1.11.1 Accident Investigation and Reporting

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

1.12 HURRICANE PLAN

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

a. The time each phase will be put into effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

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

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

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

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

1.13 COMPREHENSIVE HAZARD COMMUNICATION PROGRAM

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 GROUND FAULT PROTECTION

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

3.2 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

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

3.3 RADIATION

If a production meter that uses nuclear materials is being used aboard the dredge, the Contractor shall perform the following requirements. The production meter nuclear device system designer and installer shall be qualified in these fields of expertise by the Nuclear Regulatory Commission (NRC). The Contractor shall obtain licensing and training as required by the NRC for its personnel aboard the dredge for the use of those components of the production meter containing or are affected by the nuclear source. The Contractor shall implement a nuclear device awareness program as required by the NRC for all personnel aboard the dredge not directly involved in the activities of the nuclear device. The Contractor shall submit a nuclear device safety plan to the Government within 24 hrs after

receipt of Notice to Proceed by the Contractor. While a nuclear device is present aboard the dredge, the Contractor shall strictly adhere to all applicable NRC rules and regulations.

-- End of Section --

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

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

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

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

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

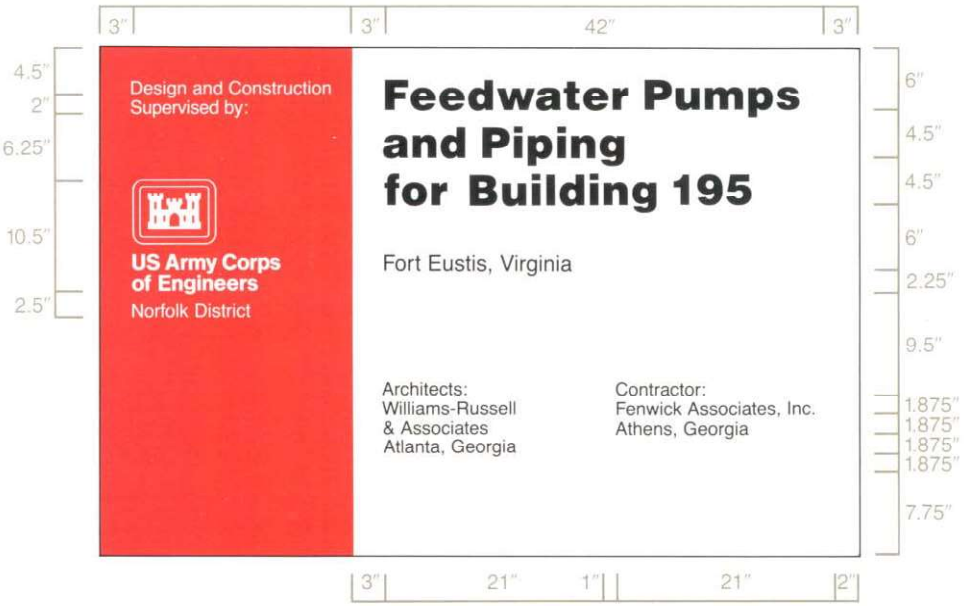
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3″ Helvetica Bold
Maximum line length: 42″

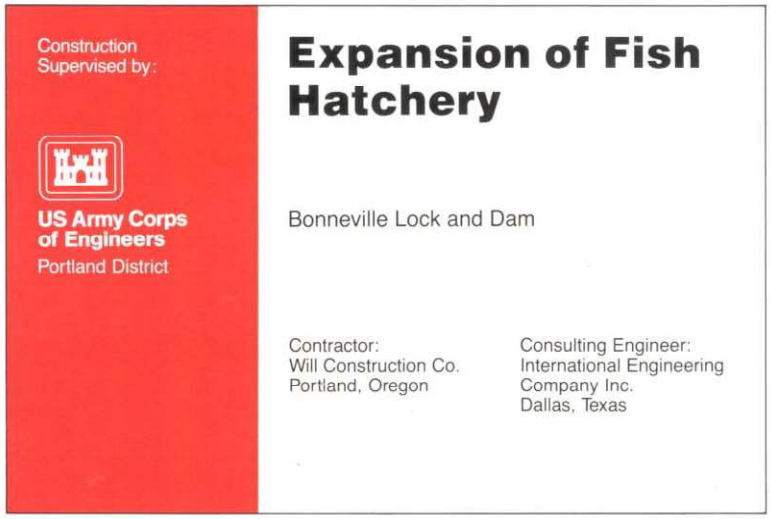
Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5″ Helvetica Regular
Maximum line length: 42″

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

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

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





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

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

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

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

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

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

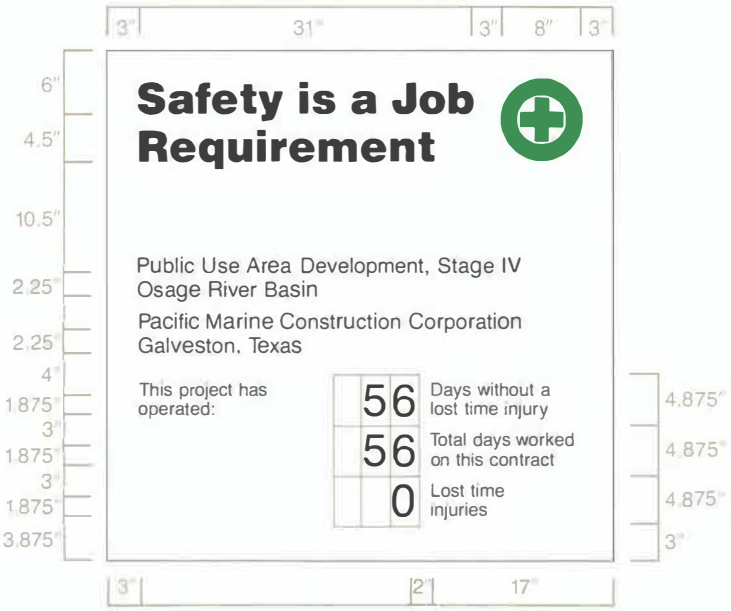
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

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

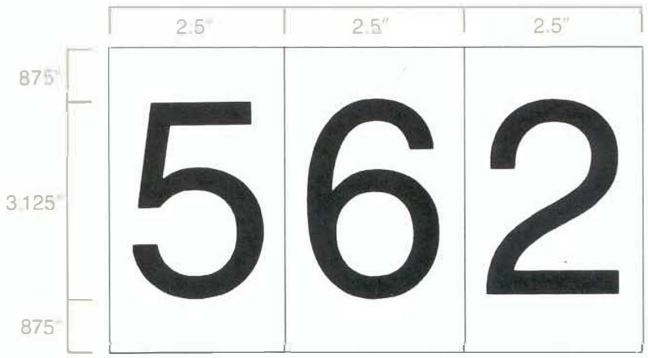
Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

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

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



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



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

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

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

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

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

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

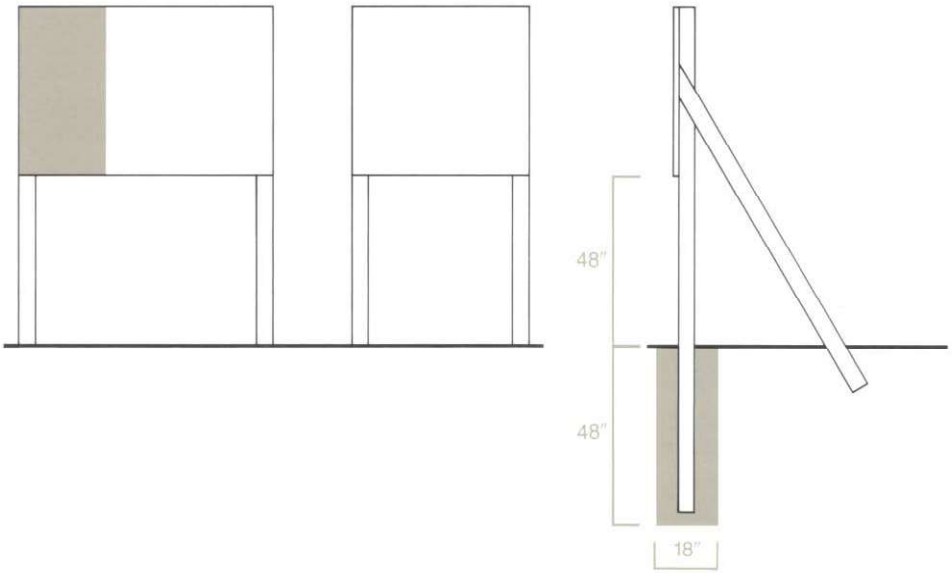
The 2′ x 4′ Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction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

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

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

Sign uprights to be structural grade 4″ x 4″ treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12′ long. Drill six (6) .375″ mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5″) back of hole to accept socket head cap screw (4″ x .375″).

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



Construction Project Sign
Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

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

Legend Group 5b: Contractor/A&E

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

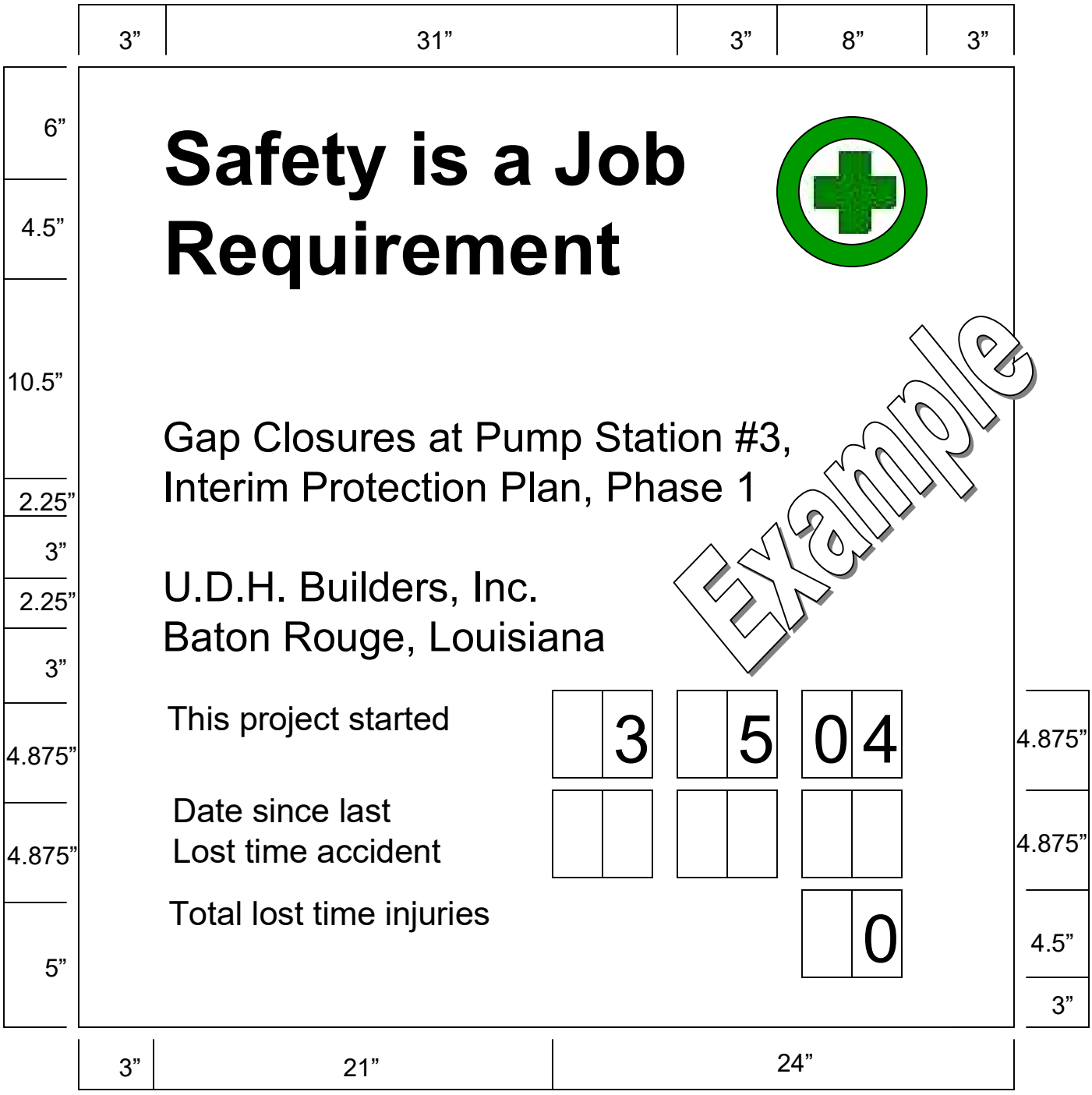
Safety Performance Sign
Legend Group 1: Project Title

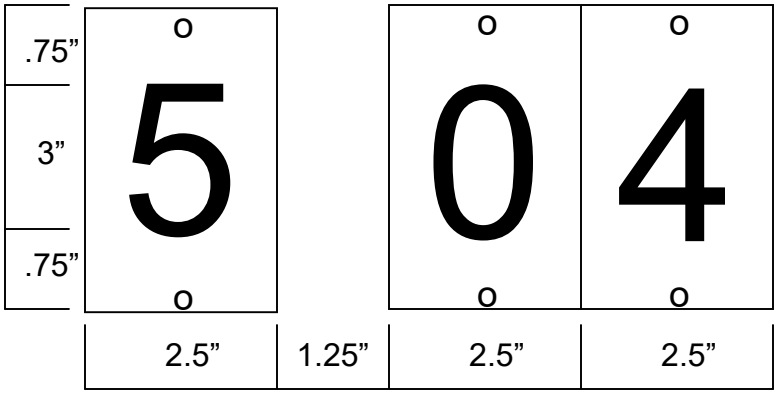
1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____

3″
21″
3″
42″
3″
Design and Construction
Supervised by:
US Army Corps
of Engineers
New Orleans District
U.S.ARMY
7.875″
Replacement of
North Spillway
Gates
Vertically center the featured text group for the project location (below), depending on the number of text lines in the above project title.
Lock and Dam 12
Mississippi River
Contractor:
Oscar Construction Co.
Kansas City, Missouri
Consulting Engineer:
Wilmington, Rotheau, and
Eddings Engineering, Inc.
Chicago, Illinois
21″
1″
21″
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
Date since last
Lost time accident
Total lost time injuries
0
4.875”
4.875”
4.5”
3”
3”
21”
24”


.75”
3”
.75”
5
0
4
2.5”
1.25”
2.5”
2.5”

(NOT TO SCALE)

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 45 00.15 10

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT
1.2 CONTRACT ADMINISTRATION
1.2.1 Correspondence and Electronic Communications
1.2.2 Other Factors
1.3 RMS SOFTWARE
1.4 CONTRACT DATABASE - GOVERNMENT
1.5 CONTRACT DATABASE - CONTRACTOR
1.5.1 Administration
1.5.1.1 Contractor Information
1.5.1.2 Subcontractor Information
1.5.1.3 Correspondence
1.5.1.4 Equipment
1.5.1.5 Reports
1.5.1.6 Request For Information (RFI)
1.5.2 Finances
1.5.2.1 Pay Activity Data
1.5.2.2 Payment Requests
1.5.3 Quality Control (QC)
1.5.3.1 Quality Control (QC) Reports
1.5.3.2 Deficiency Tracking
1.5.3.3 Three-Phase Control Meetings
1.5.3.4 Labor and Equipment Hours
1.5.3.5 Accident/Safety Reporting
1.5.3.6 Definable Features of Work
1.5.3.7 Activity Hazard Analysis
1.5.4 Submittal Management
1.5.5 Schedule
1.5.6 Closeout
1.6 IMPLEMENTATION
1.7 NOTIFICATION OF NONCOMPLIANCE

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section Table of Contents --

SECTION 01 45 00.15 10

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

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

1.2 CONTRACT ADMINISTRATION

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

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

1.2.1 Correspondence and Electronic Communications

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

1.2.2 Other Factors

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

1.3 RMS SOFTWARE

RMS is a web-based application. The Contractor shall download, install,

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

1.4 CONTRACT DATABASE - GOVERNMENT

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

1.5 CONTRACT DATABASE - CONTRACTOR

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

1.5.1 Administration

1.5.1.1 Contractor Information

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

1.5.1.2 Subcontractor Information

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

1.5.1.3 Correspondence

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

1.5.1.4 Equipment

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

equipment inspection dates.

1.5.1.5 Reports

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

1.5.1.6 Request For Information (RFI)

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

1.5.2 Finances

1.5.2.1 Pay Activity Data

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

1.5.2.2 Payment Requests

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

1.5.3 Quality Control (QC)

The contractor shall identify in his/her Quality Control Plan persons assigned as CQC System Manager and Alternate CQC System Manager. These individuals, within the onsite work organization, shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the contractor. The CQC System Manager shall be a construction person with a minimum of 3 years (full time) experience in related equivalent work. This CQC System Manager shall be 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. When the alternate for the CQC System Manager is activated, he shall also have no other duties other than quality control.

1.5.3.1 Quality Control (QC) Reports

The Contractor's Quality Control (QC) Daily Report in RMS is the official report. The Contractor can use other supplemental formats to record QC data, but information from any supplemental formats are to be consolidated and entered into the RMS QC Daily Report. Any supplemental information may be entered into RMS as an attachment to the report. QC Daily Reports must

be finalized and signed in RMS within 24 hours after the date covered by the report. The Contractor shall provide the Government a printed signed copy of the QC Daily Report, unless waived by the Contracting Officer.

1.5.3.2 Deficiency Tracking

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

1.5.3.3 Three-Phase Control Meetings

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

1.5.3.4 Labor and Equipment Hours

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

1.5.3.5 Accident/Safety Reporting

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

1.5.3.6 Definable Features of Work

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

1.5.3.7 Activity Hazard Analysis

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

1.5.4 Submittal Management

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

submit hard copies of all submittals unless waived by the Contracting Officer.

1.5.5 Schedule

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

1.5.6 Closeout

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

1.6 IMPLEMENTATION

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

1.7 NOTIFICATION OF NONCOMPLIANCE

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 57 20.00 10

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE
1.2 DEFINITIONS
1.2.1 Environmental Pollution and Damage
1.2.2 Environmental Protection
1.2.3 Protection of Fish and Wildlife
1.3 GENERAL REQUIREMENTS
1.4 SUBCONTRACTORS
1.5 MEASUREMENT AND PAYMENT
1.5.1 Measurement
1.5.2 Payment
1.5.2.1 Sea Turtle Monitoring/Protection Equipment
1.5.2.2 NMFS-Approved Protected Species Observers
1.5.2.3 Sea Turtle and Sturgeon Trawling and Relocation
1.6 REPORTS
1.6.1 Implementation and Reporting
1.6.2 Reporting of Pollution Spills (33 CFR 153.203)
1.6.3 Trawling Report
1.7 ENVIRONMENTAL PROTECTION PLAN
1.8 APPLICABLE REGULATIONS
1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS
1.10 NOTIFICATION OF NONCOMPLIANCE

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 JANITOR SERVICES
3.2 PROTECTION OF LAND RESOURCES
3.3 PROTECTION OF WATER RESOURCES
3.3.1 Contamination of Water
3.3.2 Water Quality Monitoring
3.4 DISPOSAL OF MATERIALS
3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES
3.6 PROTECTION OF FISH AND WILDLIFE
3.7 ENDANGERED SPECIES PROTECTION
3.7.1 Pump Operation
3.7.2 Sea Turtle Considerations
3.7.3 Manatee Considerations
3.8 SEA TURTLE SIGHTINGS
3.9 ADDITIONAL SEA TURTLE REQUIREMENTS
3.9.1 Sea Turtle Dredging Regions
3.9.2 NMFS-Approved Protected Species Observer Requirements
3.9.3 Sea Turtle Reporting

3.10 SEA TURTLE MONITORING EQUIPMENT
3.11 SEA TURTLE DEFLECTOR REQUIREMENTS
3.12 SEA TURTLE AND STURGEON TRAWLING AND RELOCATION
3.12.1 Government Option
3.12.2 Suspension of Dredging and Relocation Trawling
3.12.3 Sea Turtle and Sturgeon Trawling Procedures
3.12.4 Trawling Requirements
3.12.5 NMFS-Approved Protected Species Observer
3.12.6 Sea Turtle Excluder Devices
3.12.7 Water Quality And Physical Measurements
3.12.8 Sea Turtle/Sturgeon Handling and Measurements
3.12.8.1 Handling
3.12.8.2 Handling Fibropapillomatose Sea Turtles
3.12.8.3 Measurements
3.12.9 Repair and Replacement of Damaged Trawl Nets
3.13 PARTIAL LIST OF NMFS-APPROVED PROTECTED SPECIES OBSERVERS
3.14 PRIMARY AND SECONDARY DREDGING REGIONS: SEA TURTLE REQUIREMENTS TABLE
3.15 OPERATIONS AND DREDGING ENDANGERED SPECIES SYSTEM PROGRAM (ODESS)
3.15.1 Monitoring Endangered Species
3.15.2 Observer Qualifications and Training
3.15.3 Observer Data Collection and Reporting
3.15.3.1 Start of the Project
3.15.3.2 During the Project
3.15.3.3 End of the Project
3.15.4 Hardware Requirements
3.15.4.1 Computer
3.15.4.2 Internet Access
3.15.5 Software Requirements
3.16 USACE SEA TURTLE INSPECTION CHECKLIST FOR HOPPER DREDGES FOR CIVIL WORKS PROJECTS OR DEPARTMENT OF THE ARMY PERMITTED PROJECT

ATTACHMENTS:

Sea Turtle Trawling Report

Endangered Species Observer Program - Load Data Form

Endangered Species Observer Program - Daily Report

Endangered Species Observer Program - Weekly Summary

Endangered Species Observer Program - Sturgeon Incidental Take Data Form

Sea Turtle Incidental Data Form - Kemp's Ridley

Sea Turtle Incidental Data Form - Loggerhead

Sea Turtle Incidental Data Form - Green Sea Turtle

Marine Mammal Observation Data Form

Sea Turtle Tagging and Relocation Report

Sea Turtle Trawl Net Specifications

-- End of Section Table of Contents --

SECTION 01 57 20.00 10

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

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

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally, recreationally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Protection of Fish and Wildlife

a. monitoring and keeping under control construction activities to minimize interference with, disturbance to, and damage of fish and wildlife; and

b. providing sea turtle monitoring equipment and observers.

1.3 GENERAL REQUIREMENTS

Minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work must be protected during the entire duration of this contract. Comply with all applicable environmental Federal, State, and local laws and regulations. Any delays resulting from failure to comply with environmental laws and regulations will be the Contractor's responsibility.

1.4 SUBCONTRACTORS

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

1.5 MEASUREMENT AND PAYMENT

1.5.1 Measurement

a. Environmental protection requirements, required National Marine Fisheries Service(NMFS)-approved protected species observers and sea turtle monitoring/protection equipment will not be measured, with the exception of sea turtle and sturgeon trawling and relocation if the contract clause entitled "Changes" (FAR 52.243-4) is invoked for the sea turtle and sturgeon trawling and relocation requirements.

b. If the contract clause entitled "Changes" (FAR 52.243-4) is invoked for the sea turtle and sturgeon trawling and relocation requirements, pay time for sea turtle and sturgeon trawling and relocation will be measured by the day. A day of trawling is defined as 24 hours of continuous trawling and relocation. Sea turtle and sturgeon trawling and relocation shall be performed as described in paragraph entitled "Sea Turtle and Sturgeon Trawling and Relocation".

1.5.2 Payment

All costs for environmental protection requirements, NMFS-approved protected species observers and sea turtle monitoring/protection equipment shall be included in the contract unit per per hour in the "Dredging" and "Option Dredging" items on the bidding schedule.

Payment for sea turtle and sturgeon trawling and relocation requirements shall be made by an equitable adjustment if the contract clause entitled "Changes" (FAR 52.243-4) is invoked.

1.5.2.1 Sea Turtle Monitoring/Protection Equipment

No separate payment will be made for sea turtle monitoring/protection equipment required. The monitoring/protection equipment is considered to be part of the dredge plant and the cost for such items shall be placed accordingly.

1.5.2.2 NMFS-Approved Protected Species Observers

No separate payment will be made for NMFS-approved protected species observers, accommodations and meals for NMFS-approved protected species observers, transportation of injured sea turtles and transportation of NMFS-approved protected species observers. These items are considered to be part of the standard dredging operation and the cost for such items shall be placed accordingly.

1.5.2.3 Sea Turtle and Sturgeon Trawling and Relocation

a. If it is determined by the Contracting Officer that sea turtle and sturgeon trawling and relocation is required, then the contract clause entitled "Changes" (FAR 52.243-4) shall be invoked and payment for mobilization and demobilization of sea turtle and sturgeon trawling and relocation and payment for sea turtle and sturgeon trawling and relocation, including all costs for furnishing labor, equipment, fuel, oil, materials, and supplies shall be determined accordingly.

b. If an additional hopper dredge or dredges is approved for simultaneous work on the contract as specified in Section 35 20 23.23,

paragraph entitled "Addition of Plant", then the Contracting Officer will make the determination if an additional trawler is needed for each hopper dredge being used. If an additional trawler is deemed necessary it shall meet the sea turtle and sturgeon trawling and relocation requirements within these specifications.

c. No payment will be made for sea turtle and sturgeon trawling and relocation when the trawler's net tears, when trawling equipment breakdown is such that the trawler cannot operate as required, or when the trawler cannot operate due to weather. Payment will resume when trawling operations recommence.

1.6 REPORTS

1.6.1 Implementation and Reporting

Within 24 hours after receiving notice to proceed, the Contractor shall submit, in writing, proposals for environmental pollution control, disposal of debris and trash, and an Environmental Protection Plan.

When directed by the Contracting Officer or his/her authorized representative to a Secondary Dredging Region, the Contractor shall re-submit the protected species portion of the Environmental Protection Plan applicable to that region.

1.6.2 Reporting of Pollution Spills (33 CFR 153.203)

If an oil spill or chemical release occurs during the performance of this contract, the Contractor shall contact the National Response Center at 1-800-424-8802, as soon as possible. If telephone communications are not possible, the nearest US Coast Guard office may be contacted by radio to report the spill. The Contractor shall comply with the instructions from the responding agency concerning containment and cleanup of the spill, and shall provide the Contracting Officer with a complete written report of the incident.

1.6.3 Trawling Report

Immediately after completing each day of relocation trawling, the Contractor shall notify environmental point of contact for the particular District the work is being performed to convey the results of the trawl. The environmental point of contacts are listed in paragraph entitled "Sea Turtle Sightings". The results of each trawl shall be recorded on the Sea Turtle Trawling Report appended to the end of this section. In addition to the reporting requirements listed in Section 35 20 23.23, paragraph entitled "NMFS-Approved Protected Species Observer Reports", the Sea Turtle Trawling Report shall be furnished by the Contractor to the environmental point of contact for the particular District the work is being performed. Following completion of the project, a copy of the Contractor's log regarding sea turtles shall be forwarded to the environmental point of contact for the particular District the work is being performed and the Area Engineer within ten working days.

1.7 ENVIRONMENTAL PROTECTION PLAN

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

a. Environmental pollution control plan;

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

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

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

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

f. Training course for employees;

g. Environmental Protection Plan - protected species requirements, etc; and

h. Corrective actions taken;

i. Environmental Protection - Fish and Wildlife.

1.8 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.

1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

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

1.10 NOTIFICATION OF NONCOMPLIANCE

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 JANITOR SERVICES

The Contractor shall furnish daily janitorial services for the dredge and attendant plant during the entire life of the contract. The bathroom facilities shall be kept clean and sanitary at all times. Facilities for the storage, preparation, and serving of food will likewise be kept clean and sanitary. Services shall be performed at such a time and in such a

manner to least interfere with operations, and need only be accomplished when the facilities are in daily use.

3.2 PROTECTION OF LAND RESOURCES

Discovery of Previously Unknown Archaeological Remains and Artifacts. If during the course of work, archaeological artifacts (prehistoric or historic), unmarked graves, burials, human remains, or items of cultural patrimony are discovered, the Contractor shall stop work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. The Contractor shall inform the Government Inspector, Contracting Officer Representative and Administrative Contracting Officer, who will in turn contact CEMVN Historic Preservation (HP) staff. The Contractor shall not proceed with work in the vicinity until CEMVN HP staff completes consultation with the State Historic Preservation Offices and others unless notified otherwise.

3.3 PROTECTION OF WATER RESOURCES

3.3.1 Contamination of Water

The Contractor shall not pollute any body of water with fuels; oils; bitumens; calcium chlorides; herbicides; insecticides; other materials harmful to fish, shellfish, or wildlife; or with materials that may be a detriment to outdoor recreation. The redistribution or reinjection of pollutants pre-existing in dredged material or river water will not be considered as pollution caused by the Contractor.

3.3.2 Water Quality Monitoring

The Contractor shall assist the Government, using available on-site plant and manpower, in monitoring the water quality aspects of the dredging and disposal operations.

3.4 DISPOSAL OF MATERIALS

a. The Contractor shall provide daily trash collection and cleanup of the dredge and attendant plant.

b. Disposal locations for waste materials, effluents, trash, garbage, oil, grease, chemicals, etc., shall be such that harmful debris will not enter the waterway, adjacent wetlands, or the disposal areas; prevent the use of the area for recreation; or present a hazard to wildlife. Debris disposal shall be in accordance with applicable Federal, State, and Local regulations, and shall be performed in a manner approved by the Contracting Officer.

3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES

During the life of this contract, the Contractor shall maintain all facilities constructed for pollution control for as long as the operations creating the particular pollutant are being carried out, or until the material concerned has become stabilized to the extent that pollution is no longer being created. Early in the contract period the Contractor shall conduct a training course that will emphasize all phases of environmental protection. This course shall involve all Contractor personnel working on the contract. The Contractor shall notify the Contracting Officer of the scheduled time for this course so that the Contracting Officer's representative can attend.

3.6 PROTECTION OF FISH AND WILDLIFE

The Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention, along with measures for their protection, shall be listed in the Contractor's Environmental Protection Plan. Species including, but not limited to the following sea turtle species: the kemp's ridley (Lepidochelys kempii), loggerhead (Caretta caretta), green sea turtle (Chelonia mydas) and the West Indian manatee shall be listed in the Contractor's Environmental Protection Plan. The submitted Environmental Protection Plan must be approved by the Contracting Officer prior to the start of construction activities.

3.7 ENDANGERED SPECIES PROTECTION

3.7.1 Pump Operation

To minimize the potential of intercepting fish and wildlife, every effort shall be made to minimize pump operation while the dragheads are suspended in the water column including but not limited to the following:

a. When initiating dredging, suction through the dragheads shall be allowed just long enough to prime the pumps, then the dragheads must be placed firmly on the bottom.

b. When lifting the dragheads from the bottom, suction through the dragheads shall be allowed just long enough to clear the lines, then must cease.

c. Pumping water through the dragheads shall cease while maneuvering or during travel to/from the disposal area.

d. Raising the dragheads off the bottom to increase suction velocities is not acceptable. The primary adjustment for providing additional mixing water to the suction line shall be through water intake ports on top of the draghead.

When dredging in regions which require equipment as described in paragraph entitled "Additional Sea Turtle Requirements", the act of placing a draghead on the bottom is a primary cause of sea turtle takes because it causes the sea turtle to be trapped directly beneath the draghead. The primary adjustment for providing additional mixing water to the suction line shall be through water intake ports on top of the draghead as described in Section 35 20 23.23, paragraph entitled "Dredge Plant", subparagraph f.

e. During turning operations the pumps must either be shut off or reduced in speed to the point where no suction velocity or vacuum exists.

3.7.2 Sea Turtle Considerations

a. The Contractor shall instruct all Contractor personnel associated with the project of the potential presence of sea turtles and the need to avoid contact with these animals. All Contractor personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing sea turtles, which are protected under the

Endangered Species Act of 1973.

b. The Contractor shall be held responsible for any sea turtle harmed, harassed, or killed as a result of construction activities not conducted in accordance with these specifications.

c. Prior to the commencement of dredging and throughout the dredging operations, the Government Inspector will inspect specific sea turtle requirements. The list of inspections that the Government Inspector will perform is on a sea turtle inspection checklist as described in paragraph "USACE Sea Turtle Inspection Checklist for Hopper Dredges" attached at the end of this section. Any deficiencies found by the Government Inspector will be handled as described in paragraph entitled "Notification of Noncompliance".

3.7.3 Manatee Considerations

The West Indian manatee may be present in the project vicinity. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees in the area, and the need to avoid collisions with these animals. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees. Manatees are protected under the Marine Mammal Protection Act of 1972, and the Endangered Species Act of 1973. The Contractor shall be held responsible for any manatee harmed, harassed, or killed as a result of construction activities not conducted in accordance with these specifications.

Manatee Signs. Prior to commencement of construction, each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8-1/2" x 11" reading, "CAUTION: MANATEE HABITAT/IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA." In the absence of a vessel, a temporary 3' x 4' sign reading "CAUTION: MANATEE AREA" shall be posted adjacent to the issued construction permit. A second temporary sign measuring 8-1/2" x 11" reading "CAUTION: MANATEE HABITAT. EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION" shall be posted at the dredge operator control station and at a location prominently adjacent to the issued construction permit. The Contractor shall remove the signs upon completion of construction.

a. Special operating conditions <u>if manatees are present</u> in the project area.

(1) If a manatee(s) is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the Contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. If a manatee is closer than 50 feet to moving equipment or the project area, the equipment shall be shut down and all construction activities shall cease to ensure protection of the manatee. Construction activities shall not resume until the manatee has departed and the 50-foot buffer has been reestablished.

(2) If a manatee(s) is sighted in the project area, all vessels associated with the project shall operate at "no wake/idle" speeds at all times, and vessels will follow routes of deep water whenever possible, until the manatee has departed the project

area. Boats used to transport personnel shall be shallow-draft vessels, preferably of the light-displacement category, where navigational safety permits.

(3) If siltation barriers are used, they will be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment.

b. Manatee Sighting Reports. Any sightings of manatees, or collisions with a manatee, shall be immediately reported to the Corps of Engineers. Points of contact within the Corps of Engineers are Mr. Jeff Corbino, PHONE: 504-862-1958, EMAIL: Jeffrey.M.Corbino@usace.army.mil, and Mr. John Page, Administrative Contracting Officer, PHONE: 337-291-3015, EMAIL: John.R.Page@usace.army.mil.

3.8 SEA TURTLE SIGHTINGS

a. As a result of consultation under Section 7 of the Endangered Species Act of 1973, as amended, the U.S. Army Corps of Engineers has agreed to report any sea turtle activity to the NMFS. This reporting requirement is extended to contractors working for the U.S. Army Corps of Engineers. The Contractor shall notify the personnel, (point of contact), listed below for the particular District the work is being performed in of any sightings, collisions with, injuries or killing of sea turtles by telephone within 12 hours of the action. The notification should include the number and species of sea turtles (if known) impacted and the time the activity occurred.

New Orleans District
Mr. Jeff Corbino
Phone: 504-862-1958
Email: Jeffrey.M.Corbino@usace.army.mil

Galveston District
Ms. Lisa Finn
Phone: 409-766-3949
Email: Lisa.M.Finn@usace.army.mil

Mobile District
Ms. Angelia Lewis
Phone: 251-694-4105
Email: Angelia.V.Lewis@usace.army.mil

b. If the Contractor's personnel observe any sea turtles in the vicinity of the work site, such sightings shall be promptly reported to the Government Inspector/Contracting Officer's Representative and to the NMFS-Approved Protected Species Observer if observer is required to be onboard the dredge. A partial list of NMFS-Approved Protected Species Observers is located in the paragraph entitled "Partial List of NMFS-Approved Protected Species Observers". If known, then the species of sea turtle should be reported as well. Sea turtle identification pamphlets shall be kept on the bridge of the dredge to aid in determining the species sighted.

3.9 ADDITIONAL SEA TURTLE REQUIREMENTS

In addition to the reporting requirements listed in paragraph entitled "Sea Turtle Sightings", the Dredging Regions listed within paragraph entitled

"Sea Turtle Dredging Regions" shall require sea turtle monitoring personnel, and equipment as described in paragraphs entitled "Sea Turtle Monitoring Equipment", "NMFS-Approved Protected Species Observers", "Sea Turtle Reporting", "Sea Turtle Deflector Requirements" and "Sea Turtle and Sturgeon Trawling and Relocation" if the contract clause entitled "Changes" (FAR 52.243-4) is invoked for the sea turtle and sturgeon trawling and relocation requirements.

3.9.1 Sea Turtle Dredging Regions

In addition to being categorized as a Primary or Secondary Dredging Region, the following Regions will also be further categorized as "Sea Turtle Dredging Regions":

a. Calcasieu River and Pass, Bar Channel

b. Galveston District - All Locations

c. Mobile District - All Locations

3.9.2 NMFS-Approved Protected Species Observer Requirements

a. Sea turtle requirements vary with location. See the table in paragraph entitled "Primary and Secondary Dredging Regions: Sea Turtle Requirements Table" for locations where NMFS-Approved Protected Species Observers are required. For locations where Sea Turtle requirements are in effect and at the direction of the Contracting Officer, NMFS-Approved Protected Species Observers shall monitor the presence of sea turtles. A list of NMFS-Approved Protected Species Observer companies can be found at the NMFS website: https://www.fisheries.noaa.gov/new-england-mid-atlantic/careers-and-opportunities/protected-species-observer-trainers. A partial list is located in paragraph entitled "Partial List of NMFS-Approved Protected Species Observers".

b. The observers shall be provided quarters and meals aboard the dredge at least equal to that of the dredge crew. The Contractor shall provide safety training for all observers working aboard the dredge. Observers will continuously monitor all of the hopper inflow and/or over-flow screens, as required in paragraph entitled "Sea Turtle Monitoring Equipment", 24 hours per day during dredging mode, to detect sea turtles or sea turtle parts. Screen monitoring shall be conducted as required to effectively watch these screens, based on the design, configuration, and position thereof. The Contractor shall provide the observers cellular telephone 24 hours per day to insure, in the event of a sea turtle take, the observers will be able to fulfill the requirements of paragraph entitled "Sea Turtle Reporting".

c. The Contractor shall be responsible for assuring that:

(1) Any state or federal approvals necessary to conduct sea turtle monitoring as described in this contract are obtained.

(2) Any necessary state or federal clearances for the transportation of injured sea turtles to rehabilitation facilities are obtained.

(3) Temperatures in the waterway are recorded, in degrees Fahrenheit, at the water surface, every eight hours for the

duration of each dredging assignment. The waterway mileage and latitude/longitude shall be recorded corresponding to each temperature reading.

(4) During transit of the dredge to or from the disposal site(s), after dredging has ceased, the observer shall assure that the hopper screens are cleaned of debris and correctly re-installed on the dredge for return to dredging mode. The observer shall report damage of the screens to the Contractor immediately upon detection of such damage, and the screens shall be repaired or replaced before dredging is resumed.

(5) Complete sea turtle data reporting is made, as required in paragraph entitled "Sea Turtle Reporting".

(6) Positively identified sea turtle parts are disposed of at the dredge material disposal site(s). All sea turtles, sturgeons, or portions thereof, recovered from the hopper screens or dragheads shall be photographed by the observer using a digital camera capable of recording images with a resolution of at least 300 dpi. Immediately following the incidental take of any protected species, digital photos of these takes shall be provided via e-mail, CD-ROM, or DVD-ROM to the Contracting Officer's Representative in a JPG or TIFF format. Digital photos of hopper dredge screens and dragheads shall be opportunistically taken to document the condition of sea turtle protection equipment. Digital photos of sea turtles, sturgeons, and sea turtle protection equipment shall be included or attached to the final project report to be provided to Mr. Jeff Corbino, US Army Corps of Engineers, New Orleans District, by the Contractor. The photos shall be attached to respective reports for documentation and later identification. Observer(s) shall measure, weigh, tag, and release any uninjured sea turtles incidentally taken by the dredge. Sea turtle handling and tagging methods shall be performed in accordance with NMFS-approved procedures. Injured sea turtles shall be transported to a rehabilitation facility such as: Marineland at Marineland, Florida; Sea World at Orlando, Florida; or the Aquarium of the Americas at New Orleans, Louisiana. Observer(s) or their authorized representative shall provide NMFS-approved containers for sea turtle transport.

(7) All live or dead sea turtles and sturgeons recovered in hopper screens and/or dragheads shall be tissue-sampled by the observer. Sea turtle tissue samples shall be taken in accordance with NMFS' Southeast Fisheries Science Center's procedures for sea turtle genetic analyses. Tissue sampling protocols can be found at the following USACE Jacksonville District website: https://www.fisheries.noaa.gov/national/endangered-species-conservation/atlantic-coast-sturgeon-tissue-research-repository. All sea turtle tissue samples shall be collected, properly stored, and mailed within 60 days of the completion of dredging work to:

NOAA, National Marine Fisheries Service
Southeast Fisheries Science Center
Attn: Lisa Belskis
75 Virginia Beach Drive
Miami, Florida 33149.

Sturgeon tissue samples (i.e., fin clips or barbell clips) shall be taken in accordance with NMFS SERO's Protected Resources Division's Sturgeon Tissue Sampling Protocol found at the NMFS SERO PRD web site address: http://www.nefsc.noaa.gov/nefsc/publications/tm/tm215/tm215.pdf. All sturgeon tissue samples shall be collected, properly stored, and mailed within 60 days of the completion of dredging work to:

NOAA, National Marine Fisheries Service
Protected Resources Division
263 13th Avenue South
St. Petersburg, Florida 33701.

d. The Contractor may choose to have the NMFS-Approved Protected Species Observers provide educational information to all dredge personnel on sea turtles.

3.9.3 Sea Turtle Reporting

The NMFS-Approved Protected Species Observers shall maintain a log detailing all incidents, including sightings, collisions with, injuries, or killing of sea turtles occurring during the contract period. The results of the monitoring shall be recorded on copies of the observation sheets, entitled "Endangered Species Observer Program - Load Data Form","Endangered Species Observer Program - Daily Report" and "Endangered Species Observer Program - Weekly Summary", attached at the end of this section or a similar form. For each load, screen watch data shall be consolidated on a single sheet prior to beginning a new sheet for the next load. An observation sheet shall be completed for each load whether or not sea turtles are sighted in the waterway or sea turtle parts are detected on the screens. Dredging shall not commence until the consolidated report is completed from the previous dredging load. If dredging is conducted at a location where NMFS-Approved Protected Species Observers are not required on the dredge, the Contractor shall notify the District point of contact listed in paragraph entitled "Sea Turtle Sightings", of any sea turtle sightings or incidents. All consolidated and completed data reports shall be forwarded to the District point of contacts, and report copies shall be supplied to the Contracting Officer and Mr. Jeff Corbino (EMAIL: Jeffrey.M.Corbino@usace.army.mil) within 24 hours after completion of data reports. If dredging is conducted at a location where NMFS-Approved Protected Species Observers are required the observer should notify the District point of contact of any sightings, collisions with, injuries or killing of sea turtles by telephone or email within 12 hours of the action. The notification should include the number and species of sea turtles impacted and the time the activity occurred.

Observer reports of protected species incidental takes, must be emailed to NMFS' Southeast Regional Office (EMAIL: takereport.nmfsser@noaa.gov) within 24 hours of any sea turtle, sturgeon, or other protected species take. Examples of the incidental take forms entitled "Endangered Species Observer Program - Sturgeon Incidental Take Data Form", "Sea Turtle Incidental Data Form - Kemp's Ridley", "Sea Turtle Incidental Data Form - Loggerhead", " Sea Turtle Incidental Data Form - Green Sea Turtle" and "Marine Mammal Observation Data Form" are attached.

Depending on the number and/or species of sea turtles impacted in a single load or throughout the contract duration, the Contracting Officer or his/her representative may direct a temporary shut down of dredging while the District evaluates measures to reduce the likelihood of additional sea

turtle takes.

3.10 SEA TURTLE MONITORING EQUIPMENT

a. Sea turtle requirements vary with location. See the table in paragraph entitled "Primary and Secondary Dredging Regions: Sea Turtle Requirements Table" for locations where sea turtle monitoring equipment is required. For locations where Sea Turtle requirements are in effect or at the direction of the Contracting Officer, the dredge shall have either hopper in-flow screening correctly positioned, or hopper overflow screening correctly installed if overflowing will occur. The method and location of screening selected shall depend on individual dredge design. The screens shall have openings no greater than 4" by 4". If the Contracting Officer or his/her representative determines there is excessive screen clogging, the Contractor shall increase the screen openings to 6" by 6" or larger. Therefore, the Contractor shall have screens on-board with screen openings of 6" by 6" and 9" by 9". If the Contractor is directed to change to a larger screen size but does not have the directed screen size on-board, the Contractor will be placed on 0% pay time hours until the directed screen size is in-place and dredged material starts flowing into the hopper. The screens shall sample 100 percent of the in-flow or overflow, as applicable, and shall remain in place for the period described at the beginning of this paragraph. The screen structure shall be designed to withstand all forces exerted on the screens during dredging operations. Screen design and operation shall be approved by the Contracting Officer's Representative prior to commencement of dredging. No dredging can proceed until screen design and operation is approved and installed. Damaged screens shall be repaired by the Contractor before commencing dredging on the load subsequent to the time the damage is detected.

b. For locations where sea turtle requirements are in effect or at the direction of the Contracting Officer, the Contractor shall install and maintain floodlights, approved by the Contracting Officer, suitable for illumination of the screens to allow the observer(s) to safely monitor the retained contents during non-daylight hours.

3.11 SEA TURTLE DEFLECTOR REQUIREMENTS

a. Sea turtle requirements vary with location. See paragraph entitled "Primary and Secondary Dredging Regions: Sea Turtle Requirements Table" for locations where sea turtle deflectors are required. For locations where Sea Turtle requirements are in effect or at the direction of the Contracting Officer, rigid sea turtle deflectors shall be installed. No more than twelve hours after Government notice, the Contractor shall have rigid sea turtle deflectors installed and/or removed from the dredge dragheads, ready to return to dredging.

b. Refer to paragraph 35 20 23.23-2.1.1.f, for sea turtle deflector specifications.

3.12 SEA TURTLE AND STURGEON TRAWLING AND RELOCATION

Subparagraphs 3.12.1 through 3.12.9 apply only if the contract clause entitled "Changes" (FAR 52.243-4) is invoked for the sea turtle and sturgeon trawling and relocation requirements.

3.12.1 Government Option

Sea turtle requirements vary with location. See the table in paragraph entitled "Primary and Secondary Dredging Regions: Sea Turtle Requirements Table" for locations where sea turtle trawling and relocation is required. Sea Turtle and Sturgeon Trawling and Relocation, as specified herein, will be at the option and in the discretion of the Government to aid in preventing the taking of sea turtles during dredging operations with the approved sea turtle deflector in place. Within 72 hours after receiving written directions from the Contracting Officer, the Contractor shall begin trawling for sea turtles to relocate them from the channel area. Relocation trawling shall be performed so as to not interfere with dredging operations in progress. If dredging operations cease for a period of 12 hours or more, relocation trawling shall be conducted for a minimum of 4 hours prior to resumption of dredging operations.

3.12.2 Suspension of Dredging and Relocation Trawling

Should there be a tearing of nets, or breakdown of other equipment that would cause the trawler to leave the area where dredging is underway during any period of time where relocation trawling is required, the dredge may continue to operate for up to 48 hours, as long as no sea turtles are taken, and subject to the discretion of the Contracting Officer. Should there be dangerously high seas that would cause the trawler to leave the dredging area when relocation trawling is required, the dredge may continue to operate, as long as no sea turtles are taken and subject to the discretion of the Contracting Officer.

3.12.3 Sea Turtle and Sturgeon Trawling Procedures

An NMFS-Approved Protected Species Observer shall conduct sea turtle and sturgeon trawling. Any captured sea turtles shall be relocated as directed by the NMFS-Approved Protected Species Observer a distance of five miles away west of the channel centerline. Any captured sturgeons shall be released immediately after capture and handling for measurements away from the dredging site or into already dredged areas. Methods and equipment shall be standardized including data sheets, nets, trawling direction to tide, length of station, length of tow, and number of tows per station. Data on each tow shall be recorded using the Sea Turtle Trawling Report appended to the end of this section. The trawler shall be equipped with 60-foot nets constructed from eight-inch mesh (stretch) fitted with mud rollers and flats as specified in the Sea Turtle Trawl Nets Specifications appended to the end of this section. Paired net tows shall be made for 24 hours per day, as directed by the Contracting Officer or his/her authorized representative. The tows shall be performed in shifts, to be determined by the Contracting Officer or his/her authorized representative, and the trawler shall be available for operation 24 hours a day. Positions at the beginning and end of each tow shall be determined from GPS Positioning equipment. Refer to EM 1110-1-1003 "Navstar global positioning system surveying", paragraph 5.3 and Table 5-1, for acceptable GPS criteria.

3.12.4 Trawling Requirements

The Contractor shall be responsible for obtaining any and all permits related to trawling from the appropriate state and Federal agencies. All aspects of the trawling shall be coordinated with the U.S. Army Corps of Engineers, Lafayette Area Office, Administrative Contracting Officer.

Trawling operations shall be conducted in the vicinity of dredge

operations, but shall maintain a safe distance from that dredge. NOTE: ALL TRAWLING ACTIVITIES, VESSELS AND EQUIPMENT SHALL COMPLY WITH THE CONTRACTOR'S ACCIDENT PREVENTION PLAN AND THE REQUIREMENTS OF EM 385-1-1, U.S. ARMY CORPS OF ENGINEERS SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS, LATEST EDITION. Trawling shall be conducted with and against the tidal flow at a speed not to exceed 3.5 knots using repetitive trawls in the channel or other work area not to exceed 30-minutes (total time). Trawls shall be made in the center, green, and red sides of the channel such that the total width of the channel bottom is trawled.

3.12.5 NMFS-Approved Protected Species Observer

Trawling shall be conducted under the supervision of a biologist approved by NMFS. A letter of approval from NMFS shall be provided to the Contracting Officer or his/her authorized representative prior to commencement of trawling. If trawling in Louisiana territorial waters outside of the shrimping season, the NMFS-Approved Protected Species Observer must also possess a Scientific Collecting Permit from the Louisiana Department of Wildlife and Fisheries (point of contact is Ms. Sarabeth Klueh-Mundy at 225-765-0239).

3.12.6 Sea Turtle Excluder Devices

Approval for trawling for sea turtles without Sea Turtle Excluder Devices (TEDs) must be obtained from NMFS (contact Nicole Bonine at 727-824-5336). Any necessary State or Federal clearances for the capture and relocation of sea turtles must also be obtained. Approvals must be submitted to the Contracting Officer or his/her authorized representative prior to trawling.

3.12.7 Water Quality And Physical Measurements

Water temperature measurements shall be taken at the water surface each day using a laboratory thermometer. Weather conditions shall be recorded from visual observations and instruments on the trawler. Weather conditions, air temperature, wind velocity and direction, sea state-wave height, and precipitation shall be recorded on the "Sea Turtle Trawling Report" appended to the end of this section. High and low tides shall be recorded.

3.12.8 Sea Turtle/Sturgeon Handling and Measurements

3.12.8.1 Handling

At least one crewmember who is a NMFS-Approved Protected Species Observer shall be on board the trawler during the trawl. The NMFS-Approved Protected Species Observer shall be responsible for handling of captured sea turtles and sturgeons. Each captured sea turtle or sturgeon shall be identified, scanned for PIT tags, measured, tagged, tissue sampled, and released, and data recorded on the Sea Turtle Tagging and Relocation Report appended to the end of this section. Presence of PIT tags shall be scanned for by using a multi-frequency scanner capable of reading multiple frequencies (including 125-, 128-, 134-, and 400-kHz tags) and reading tags deeply embedded in muscle tissue. Release of the sea turtles shall be accomplished at locations five miles west of the channel C/L, at time intervals designated by the NMFS-Approved Protected Species Observer, sufficient to ensure the viable handling and relocating of the sea turtles. Sea turtles and sturgeons may also be carefully transferred to another vessel for transportation to the release location to enable the relocation trawler to continue sweeping the dredging site.

3.12.8.2 Handling Fibropapillomatose Sea Turtles

Anyone handling sea turtles infected with fibropapilloma tumors shall either:

a. Clean all equipment that comes in contact with the sea turtle with mild bleach solution between the processing of each sea turtle, or

b. Maintain a separate set of sampling equipment for handling sea turtles displaying fibropapilloma tumors or lesions.

3.12.8.3 Measurements

a. Sea turtle measurements shall be recorded and shall include at a minimum: weight; straight-line length; straight-line width; and tail length. Sea turtles shall be tagged with NMFS #681 Inconel tags in each of the front flippers according to National Marine Fisheries Service (NMFS) protocol. Aseptic conditions shall be maintained for tags and tag attachment.

b. Sturgeon measurements shall be recorded and shall include at a minimum: weight; total length; and fork length.

3.12.9 Repair and Replacement of Damaged Trawl Nets

The Contractor, at the time of mobilization, shall provide trawl nets that meet the requirements specified in the Sea Turtle Trawl Net Specifications attached at the end of this section. Trawl nets that are damaged shall be repaired or replaced by the Contractor at no additional expense to the Government. Tools, supplies and materials for repairing nets shall be kept aboard the trawler. In the event of damage to trawl nets, one hour will be allowed to either repair or replace them. The Contractor shall have at least one set of replacement nets immediately available at all times, to insure that the dredging work is not adversely delayed due to trawler down-time for replacing damaged nets. It is recommended that a second set of replacement nets be available aboard the trawler.

3.13 PARTIAL LIST OF NMFS-APPROVED PROTECTED SPECIES OBSERVERS

Trish Bargo* East Coast Observers, Inc. P.O. Box 6192 Norfolk, VA 23508 757-227-5779 Fax: 757-965-6766 Cell: 757-880-7636 tbargo@eastcoastobservers.com	East West Technical Services, LLC P.O. Box 643864 Vero Beach, FL 32964 Phone: 860-910-4957	Christopher Slay, President* Coastwise Consulting (Environmental Consultants - Land, Sea, Air) 173 Virginia Avenue Athens, GA 30601 Office: 706-543-6859 Cell: 706-540-6655 Fax: 904-261-8518 cslay@att.net Gib Frye 865-771-0081

* Contractors that also provide sea turtle and sturgeon trawling and relocation services.

3.14 PRIMARY AND SECONDARY DREDGING REGIONS: SEA TURTLE REQUIREMENTS TABLE

Sea Turtle Requirements In Effect	New Orleans District			Mobile District All Locations	Galveston District All Locations
	Calc. River & Pass, Bar Channel	Miss. River Southwest Pass	Miss. River Crossings		
Sea Turtle Screen Installed	Yes	No	No	Yes	Yes
Floodlights Installed	Yes	No	No	Yes	Yes
NMFS-Approved Protected Species Observers Required	Yes	No	No	Yes	Yes
Sea Turtle Deflectors Installed	Yes	No	No	Yes	Yes
Sea Turtle Trawling and Relocation	CO	No	No	CO	CO

Notes:

1. Sea turtle requirements shall not be in place for locations showing an indication of "No". However, through an equitable adjustment to the contract, the Contracting Officer or his/her representative may require NMFS-Approved Protected Species Observers or sea turtle monitoring equipment for locations showing an indication of "No".

2. The dredge shall arrive at the job site with the sea turtle requirements in place for locations where "Yes" is indicated.

3. For locations when "CO" is indicated, the requirement will be at the option and direction of the Contracting Officer.

4. Secondary dredging regions are not limited to the the New Orleans District, Galveston District, and Mobile District. If other dredging regions are utilized additional information will be provided related to the secondary dredging regions

3.15 OPERATIONS AND DREDGING ENDANGERED SPECIES SYSTEM PROGRAM (ODESS)

3.15.1 Monitoring Endangered Species

Maintenance of US waterways for navigation is essential for national and international trade, job creation, and national security as well as for hydropower, flood protection, municipal water supply, agricultural irrigation, recreation, and regional development.

Typically, cutterhead pipeline, hopper, and mechanical dredges are used to maintain navigation depths in these channels and to construct new

waterways. However, hopper dredging in the southeastern US potentially impacts five species of threatened or endangered sea turtles (Kemp's ridley, leatherback, loggerhead, green, and hawksbill) and sturgeon.

To monitor these impacts and assist in the evaluation of these data, the US Army Corps of Engineers (USACE) Engineer Research and Development Center (ERDC) created the Sea Turtle Data Warehouse (STDW) in 1992. The database was designed as a central repository for current and historical data on impacted sea turtles.

In 2014 the US Army Corps of Engineers, National Dredging Quality Management Program (DQM), at the request of USACE Headquarters (HQUSACE), partnered with ERDC; the US Army Corps of Engineers, Mobile District, Spatial Data Branch (CESAM-OP-J) and Bowhead to develop a new and enhanced STDW database and website. This new Program is referred to as the Operations & Dredging Endangered Species System (ODESS) Program. The use of ODESS will facilitate enhanced monitoring and data collection, enable faster transmittal of information, and meet threatened and endangered species reporting requirements to the National Marine Fisheries Service (NMFS).

In order to monitor dredging impacts on threatened and endangered aquatic species, the dredge shall be equipped with a dedicated tablet computer running ODESS software to track and document the presence of sea turtle, sturgeon, and marine mammal species during dredging operations.

The ODESS system, which consists of a tablet computer with an Internet connection, shall be a standalone system, exclusive to other systems, and shall have USACE ODESS data collection and reporting software, referred to as the ODESS Field Collector (FC) tool, installed by USACE ODESS support personnel. In the event hardware or software problems prevent the storage or transmission of the collected data, paper copies of the latest ODESS forms and information shall be maintained and submitted to ODESS Support and the USACE Inspector or Contracting Officer according to the schedule outlined in the contract specifications.

3.15.2 Observer Qualifications and Training

Prior to the initiation of the project, observers shall be familiar with the operation of the ODESS FC tool and proficient in its use so as to be able to prepare and transmit the results of their observations. ODESS system webinar training can be requested by contacting ODESS Support at ODESS@usace.army.mil or 1.877.840.8024.

Depending on the target audience (observer, dredging Contractor, USACE District personnel, or other Federal agencies), ODESS training could, in addition to the webinar training, consist of demonstrating the steps involved in setting up the FC tool on the dredge, loading observer-collected data and attachments into the FC tool, submitting these data and attachments to the ODESS database, and/or navigating around the ODESS public website to view and pull down data and/or decision-making information for later analysis.

3.15.3 Observer Data Collection and Reporting

Observers shall record the results of the threatened and endangered species monitoring (described in the paragraph entitled "Endangered Species Protection") in the ODESS system by filling in the appropriate electronic forms on the ODESS FC tool and transmitting the data to the ODESS database.

If there is an issue with recording data straight to the FC tool due the logistical nature of how the observer is collecting this data, paper copies of these forms can be downloaded from the ODESS public website (https://dqm.usace.army.mil/odess/#/download) and later entered into the FC tool when the observer has the best opportunity.

Observers are required to use the FC tool to send all incident attachments and any necessary documentation (i.e., pictures, etc). Do not send attachments via personal email unless the FC tool is unavailable. Also, the paper forms, if needed, should be used as either a "scratch pad" for data collection notes or used any time the FC tool becomes unavailable. The FC tool is the primary means of observer data collection and reporting not the paper forms. It is not required to scan, attach and submit a copy of the load and incident paper forms as part of the electronic incident record unless it is needed to support the electronic incident record (e.g., species diagram markups).

3.15.3.1 Start of the Project

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

3.15.3.2 During the Project

The following forms shall be used in the FC tool and submitted to the ODESS database at the indicated reporting frequency.

a. Load Data Form - Observers shall complete the Load Data Form, including a description of screen contents and sea conditions, based on their observations. This form shall be completed and transmitted to the ODESS database for each load. At the end of each observer shift, or when an Internet signal is available (not to exceed 24 hours from the start of the shift), the observer shall submit all of his/her Load Data Forms. If this is not possible due to hardware or software problems, the observer shall revert to email submission of the forms to ODESS@usace.army.mil.

b. Sea Turtle Incidental Data Form - If a sea turtle or its remains are identified during a load inspection, after the appropriate parties are notified (according to the requirements identified in the endangered species compliance section of the contract specification), a Sea Turtle Incidental Data Form shall be completed and submitted to the ODESS database as soon as possible (not to exceed 12 hours after the incident). Any applicable documentation (scanned copies of the paper observer load and incident forms, species photos, etc.) shall be included as electronic attachments (.JPG or .PDF) and submitted using the FC tool.

c. Sturgeon Incidental Data Form - If a sturgeon or sturgeon parts are identified during a load, after the appropriate parties are notified (according to the requirements identified in the endangered species compliance section of the contract specification), a Sturgeon Incidental Data Form shall be completed and submitted to the ODESS database as soon as possible (not to exceed 12 hours after the

incident). Any applicable documentation (scanned copies of the paper observer load and incident forms, species photos, etc.) shall be included as electronic attachments (.JPG or .PDF) and submitted using the FC tool.

d. Marine Mammal Observation Data Form - If a large whale is observed, both the Dredge Load and the Marine Mammal Observation Data Forms shall be completed and submitted (not to exceed 12 hours after the observation) to ODESS Support at ODESS@usace.army.mil consistent with the endangered species compliance section (described in the paragraph entitled "Endangered Species Protection").

3.15.3.3 End of the Project

At the completion of project, the dredging Contractor shall coordinate with a designated USACE district QA/QC point of contact (POC) to determine whether electronic or paper copies of all applicable observer paper forms will be submitted for the project. Information previously entered on the Post Hopper Dredging Checklist will be available on the ODESS public website (https://dqm.usace.army.mil/odess) for the dredging project.

3.15.4 Hardware Requirements

The dredge shall be equipped and the Contractor is responsible for an ODESS hardware system consisting of a tablet computer, wireless keyboard, wireless mouse and data modem (or equivalent onboard internet connection) along with a proper tote bag and setup location for the afore mentioned hardware components. If a hardware problem occurs, or if a part of the system is physically damaged, the Contractor shall be responsible for repairing it within 48 hours of determination of the condition. The Contractor shall also keep ODESS personnel updated on the status of the onboard ODESS system and the progress of any repairs.

3.15.4.1 Computer

The Contractor shall provide a dedicated onboard tablet computer for use by the observers and shall have ODESS software installed on it prior to project initiation. This computer shall be located and oriented to allow data entry and data viewing. It must meet or exceed the following specifications:

Tablet Hardware Component	**Specification**
CPU	Intel or AMD processor with a (non-overclocked) clock speed of at least 2.4 gigahertz (GHz)
Hard Disk	128 gigabytes (GB); solid state internal storage
RAM	4 gigabytes (GB)
Network Adapter	Internal wired or wireless network hardware to match internet connection
Video Adapter	Support for 1024x768 resolution at 16-bit color depth
Display	>= 10.8 in.
Integrated Camera	2MP HD webcam (front); 8MP (back)
Ports	1 free USB port

3.15.4.2 Internet Access

The Contractor shall maintain an Internet connection capable of transmitting data to the ODESS database. The telemetry system shall always be available and have connectivity in the contract area. If connectivity is lost, unsent data shall be stored locally within the FC tool and transmitted upon restoration of connectivity. The Contractor shall acquire and install all necessary hardware and software to make the Internet connection available for data transmission to the ODESS database. The hardware and software must be configured to allow remote access to the computer by USACE ODESS personnel. Coordination between the dredging company's IT and ODESS Support may be required in order to configure remote access though any security, firewall, router, and telemetry systems. Telemetry systems must be capable of meeting these minimum reporting requirements in all operating conditions.

3.15.5 Software Requirements

ODESS personnel shall be responsible for installing and testing all ODESS software tools on the dedicated onboard ODESS tablet computer. No other software which conflicts with the ODESS function of recording and transmitting data shall be installed on the tablet computer. The Contractor shall be responsible for installing and/or maintaining any necessary manufacturer-provided software for the installed hardware. If any software problem occurs, the Contractor shall contact ODESS Support at ODESS@usace.army.mil or 1.877.840.8024.

The ODESS tablet computer shall have the following minimum software installed in support of the ODESS system.

Software Component	**Specification**
Operating System	Windows 10, Contractor-installed
Browser	Chrome, Internet Explorer, Contractor-installed (Latest version recommended. Chrome is preferred.)
ODESS Software	Field Collector (FC) tool, USACE ODESS Support-installed
Remote Access Software	Team Viewer, USACE ODESS Support-installed

3.16 USACE SEA TURTLE INSPECTION CHECKLIST FOR HOPPER DREDGES FOR CIVIL WORKS PROJECTS OR DEPARTMENT OF THE ARMY PERMITTED PROJECT

1. Read contract plans and specs and/or all applicable permits (Dept. of the Army Permit, State Permits) to determine the contract or permit requirements for the protection of endangered sea turtles (each District specs or permit may be different).

2. Read the Biological Opinion and any Corps of Engineers (COE) Division Protocol if available.

3. Develop a list of inspection requirements:

a. Leading edge angle (90 degrees or less).

b. Approach angle or leading edge plowing depth (6 inches or more).

c. Aft rigid attachment of deflector to the drag head (hinged or trunnion).

d. Forward deflector attachment point (adjustable pinned or cable/chain with stop).

e. Opening between drag head and deflector (4" X 4" max).

f. Is screening of dredged material required?

g. Are inflow screens or overflow screens or both required?

h. Are inflow basket screen openings 4"X 4" max and is 100% of the dredged material being screened.

i. Lighting of inflow and overflow screens and proper access for cleaning (must meet EM 385-1-1).

j. Structural design of deflector (per approved deflector submittal).

k. Dredge operational requirements (starting /stopping dredge pump, draghead plugging, razing draghead, turning the dredge).

l. Is dredging data recording (drag elevation, slurry density & velocity) required by specs or permit? If so, is it being collected?

m. Is sea turtle trawling required by specs or permit? If so is it being performed?

n. NMFS-Approved Protected Species Observer requirements (12 or 24 hours req.)

4. Review sea turtle deflector submittal (do not allow dredging to start until submittal is approved):

o. Structural soundness.

p. Leading edge angle (90 degrees or less).

q. Approach angles for dredging depths.

r. 4" x 4" opening between deflector and draghead.

5. Perform pre-dredging inspection:

s. Review and inspect all items in paragraph 3a-n.

6. Perform dredging operation inspection:

t. Review and inspect all items in paragraph 3a-n.

u. Require the contractor to perform paint test to assure deflector is plowing at least six inches into the dredge material (over penetration of the deflector will reduce production and increase fuel consumption of the dredge). Photograph results of the paint test on the deflectors and provide photographs with inspection checklist report.

v. Ride the dredge though at least one dredging cycle (dredging, to the disposal site, and back to the dredge site).

w. Watch the drag tender to assure he is operating the dredging equipment in accordance with the plans and specs (starting/stopping dredge pump, lower dragarm angle, swell compensator, slurry specific gravity, plugging of the draghead, ship crabbing).

x. Lockout tagout procedure for cleaning the inflow and overflow screens (must meet EM 385-1-1).

y. Talk to NMFS-Approved Protected Species Observers to assure they are aware of contract and permit requirements and are performing inspection of screens and deflectors and reporting any maintenance required to the dredge personnel.

z. Talk to Dredge Captain about maintaining the screens and deflectors.

COMMENTS:_____

_____

_____

_____

COE Inspector:

Name_____

Office Symbol_____ Date of Inspection_____

-- End of Section --

SEA TURTLE TRAWLING REPORT

Channel: _____ Vessel: _____ Captain: _____
Crew: _____

Date: _____ Survey: _____
Time: _____ Relocation: _____
Shift #: _____ Pre Dredge: _____
Dredge Location: _____
Total Tow Time: _____ min

SUBSTRATE
Mud: _____
Sand: _____
Rocks: _____
Snag: _____
Other: _____

Low Tide Time: _____
High Tide Time: _____
Ebb: ____ Flood:_____
Slack Ebb: ____ Slack Flood:____
Comments: _____

Water Temp. (B: °C)(M: °C)(S: °C)
Wave Height: _____ ft
Air Temperature: _____ °C
Wind Speed/Direction: _____
Barometric Pressure: _____

BEGIN TOW

Time: _____
Depth: _____ ft
Speed Mid-Tow: _____ knots
Latitude: _____
Longitude: _____
Loran: _____
Station/Buoys: _____

END TOW

Time: _____
Depth: _____ ft
Speed Mid-Tow: _____ knots
Latitude: _____
Longitude: _____
Loran: _____
Station/Buoys: _____

NUMBER OF TURTLES

Port Net:
Logger: _____
Kemp: _____
Green: _____
Other: _____

Starboard Net:
Logger: _____
kemp: _____
Green: _____
Other: _____

BYCATCH/COMMENTS

ENDANGERED SPECIES OBSERVER PROGRAM

LOAD DATA FORM

USACE DISTRICT: _____

CONTRACT #: _____ **Maintenance**☐/**New Work**☐ **PROJECT start date** _____

PROJECT NAME: _____ **DREDGE NAME:** _____

DREDGE FIRM: _____

LOAD #: _____ **LOAD start date:** _____ **Times (24hrs): Start** _____ **End** _____

Condition of screening : **Port**_____ **Starboard** _____ **Overflow** _____

Number of dragheads in use: _____ **Type of dragheads used:** _____ **Size of dragheads:** _____

Draghead deflector? YES ☐ **NO** ☐ **Condition of deflector:** _____

Type of material dredged: _____

Weather conditions: _____

_____

Tidal stage **Slack**☐ **Rising**☐ **High**☐ **Falling**☐ **Low**☐ **Unknown**☐

Beaufort Sea States (Winds/Wave Height)

0 = <1 knot/ 0 ft☐ **3** = 7-10 knot/ 2 ft☐ **6** = 22-27 knot/10 ft☐ **9** = 41-47 knot/23 ft☐ **12** = >63 knot/45☐

1 = 1- 3 knot/ 0.25 ft☐ **4** = 11-16 knot/ 4 ft☐ **7** = 28-33 knot/14 ft☐ **10** = 48-55 knot/29 ft☐

2 = 4- 6 knot/ 0.5 ft☐ **5** = 17-21 knot/ 6 ft☐ **8** = 34-40 knot/18 ft☐ **11** = 56-63 knot/37 ft☐

Waves: _____ **ft** **Wind (speed & direction):** _____

AIR TEMP: _____ °C/°F (°F = 9/5 (°C) + 32; °C = 5/9 (°F - 32))

WATER TEMP: Surface _____ °C /°F **Column (mid-depth)** _____ °C /°F **Bottom** _____ °C /°F

SCREEN TYPE

_____**Inflow screening:** ☐**None** ☐**25%** ☐**50%** ☐**75%** ☐**100%**

_____**Overflow screening:** ☐**None** ☐**25%** ☐**50%** ☐**75%** ☐**100%**

_____**Other screening:** ☐**None** ☐**25%** ☐**50%** ☐**75%** ☐**100%**

PORT SCREEN CONTENTS:

STARBOARD SCREEN CONTENTS:

Estimate number entrained on this load for the following:

Sturgeon (any species) _____

Shark (any species) _____

Horseshoe crab _____

Blue crab _____

TURTLE OR TURTLE PARTS PRESENT THIS LOAD: YES ☐ **NO** ☐

SPECIES OF TURTLE TAKE: Unknown☐ **Loggerhead**☐ **Green**☐ **Kemp's ridley**☐ **Hawksbill**☐ **Leatherback**☐

Comments: _____

_____

Number observers used/24hrs: _____ **% Monitoring/24 hrs: None**☐**25%**☐**50%**☐**75%**☐**100%**☐

Observer's name: _____ **Observer firm**_____

Observer signature _____

ENDANGERED SPECIES OBSERVER PROGRAM

DAILY REPORT

USACE DISTRICT: _____

PROJECT NAME: _____ **DREDGE NAME:** _____

Date: _____ **Load #s:** _____ **Areas dredge worked:** _____

Beaufort Sea State: ☐0 ☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 ☐9 ☐10 ☐11 ☐12

AIR TEMP: _____ °C/°F (°F = 9/5 (°C) + 32; °C = 5/9 (°F - 32))

WATER TEMP: Surface _____ °C /°F **Column (mid-depth)** _____ °C /°F **Bottom** _____ °C /°F

Condition of deflector: _____ **Condition of screening:** _____

Were there incidents involving endangered or protected species? **YES** ☐ **NO** ☐

Which species? (complete incident form(s)) _____

Comments (type of material, biological specimens, unusual circumstances, etc):

BRIDGE WATCH SUMMARY

Time	Species	# Sightings/# Animals	Location/Comments
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	

Observer name _____

ENDANGERED SPECIES OBSERVER PROGRAM

WEEKLY SUMMARY

USACE DISTRICT: _____

PROJECT NAME: _____ DREDGE NAME: _____

Dates: _____ - _____ Load #s: _____

Areas dredge worked: _____

Were there incidents involving endangered or protected species? YES ☐ NO ☐

Which species? _____

Comments:

BRIDGE WATCH SUMMARY

Date/Time	Species	# Sightings/# Animals	Location/Comments
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	
		/	

Observer name _____

ENDANGERED SPECIES OBSERVER PROGRAM

STURGEON INCIDENTAL TAKE DATA FORM

USACE DISTRICT: _____

PROJECT NAME: _____ **DREDGE NAME:** _____

DATE: _____ **Time sturgeon take recovered (24hr):** _____ **Sturgeon # for project:** _____

LOAD #: _____ **Times (24hrs): Start** _____ **End** _____ **Load start date** _____

SPECIES OF STURGEON TAKE: Shortnose ☐ **Gulf** ☐ **Other** ☐ **Unknown** ☐

Channel location of take: Latitude _____ **Longitude** _____

Other location / Channel description (e.g. buoy markers, landmarks): _____

_____

Location take recovered on dredge: _____

Number of dragheads in use at time of incident: _____ **Draghead deflector? YES** ☐ **NO** ☐

Condition of deflector: _____ **Condition of screening:** _____

Beaufort Sea State: ☐0 ☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 ☐9 ☐10 ☐11 ☐12

AIR TEMP: _____ °C/°F (°F = 9/5 (°C) + 32; °C = 5/9 (°F - 32))

WATER TEMP: Surface _____ °C /°F **Column (mid-depth)** _____ °C /°F **Bottom** _____ °C /°F

Condition of specimen: _____

_____

_____

0 = Alive; 1 = Fresh dead; 2 = Moderately decomposed; 3 = Severely decomposed; 4 = skeleton/old bone; 5 = undetermined

Measurements/description of specimen: _____

_____

_____

Genetic samples taken: YES ☐ **NO** ☐ **Photos taken: YES** ☐ **NO** ☐

Sample frozen/preserved: YES ☐ **NO** ☐

Final disposition of specimen: _____

Comments: _____

_____

_____

_____

Load data form attached: YES ☐ **NO** ☐ **Dredge load log attached: YES** ___ **NO** ___

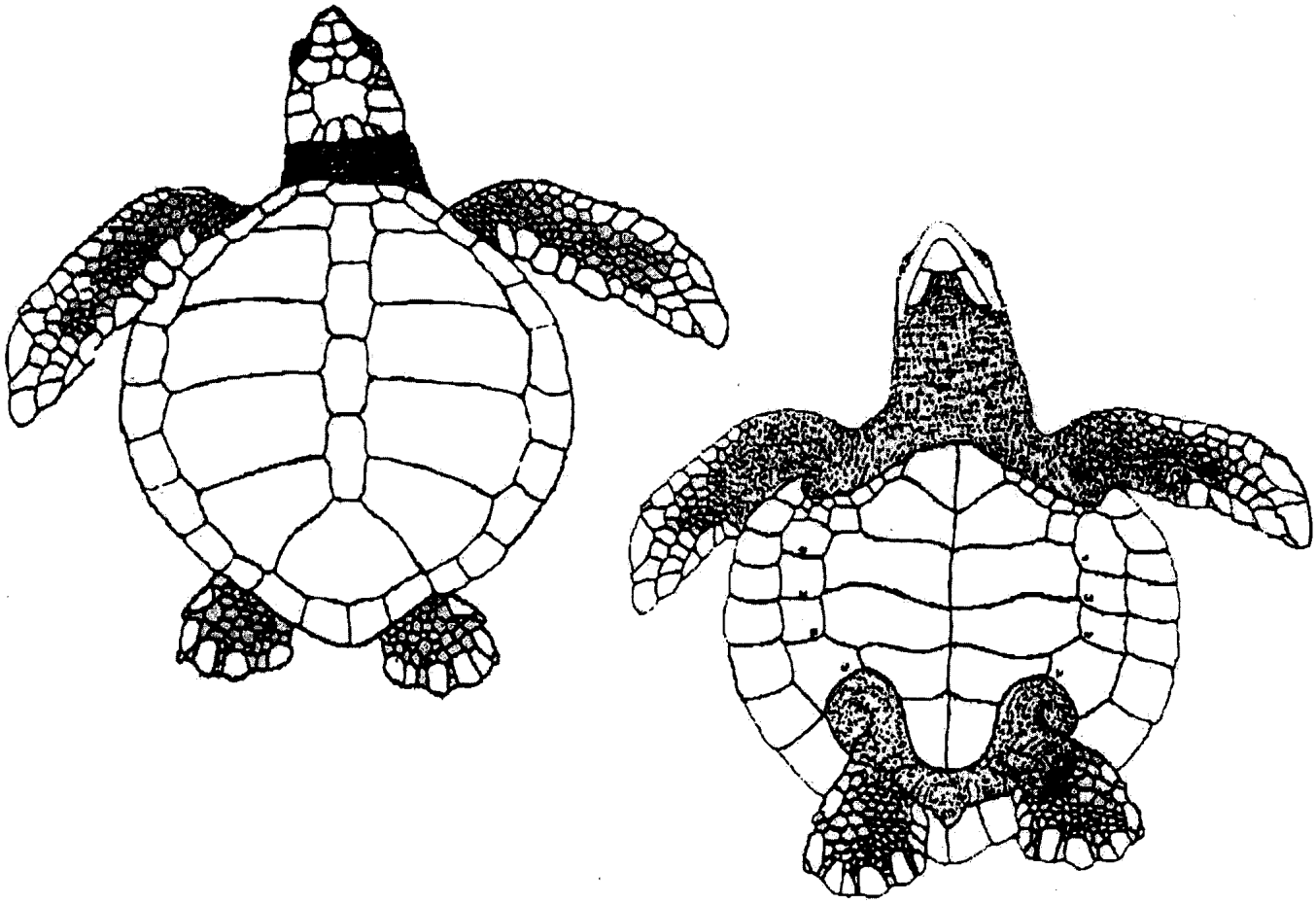
Observer's name _____

Use diagram below to illustrate specimen/part recovered:

Kemp's Ridley (*Lepidochelys kempii)*

Shade areas of turtle that are missing; sketch cracks and lacerations

Comments:

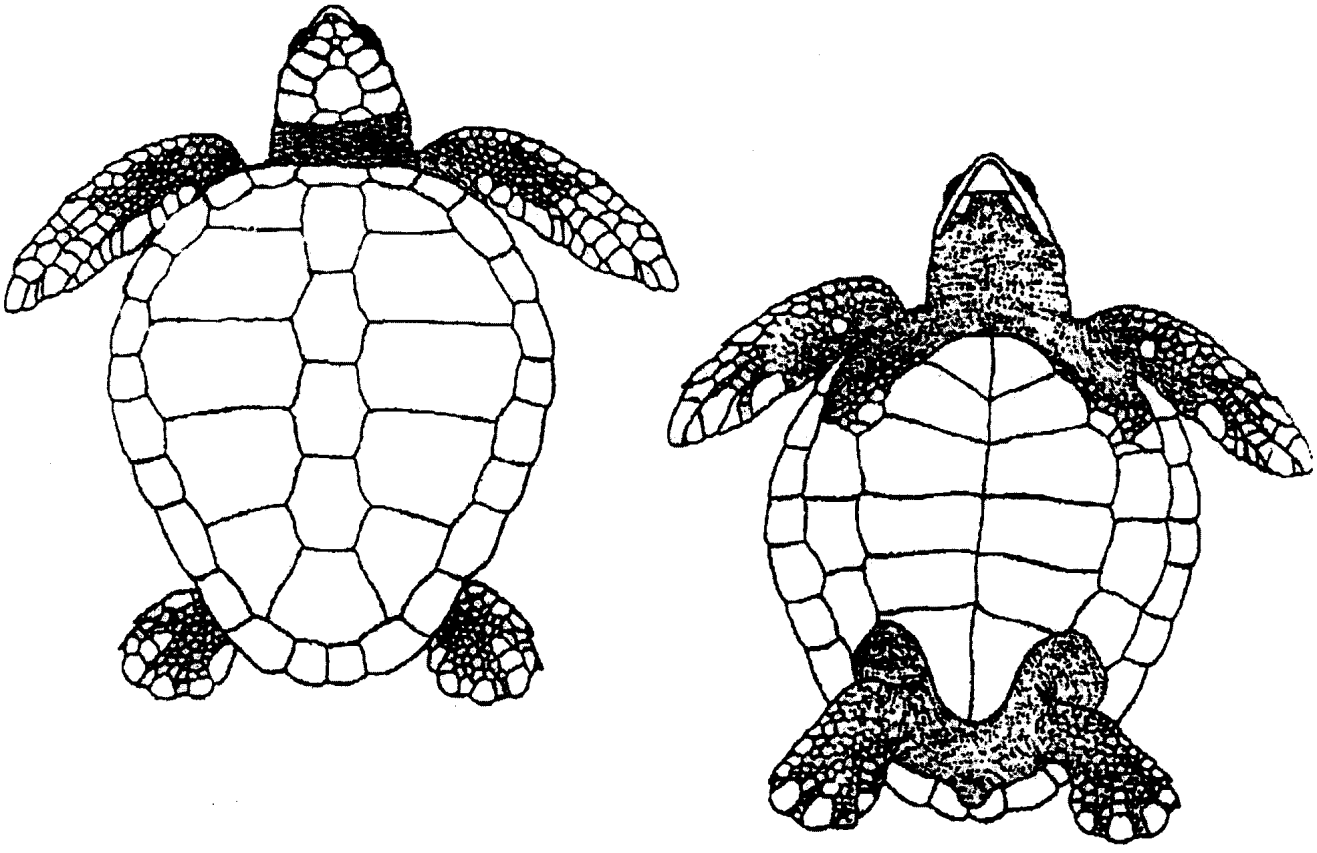


Diagrams by Tom McFarland

Loggerhead (*Caretta caretta)*

Shade areas of turtle that are missing; sketch cracks and lacerations

Comments:

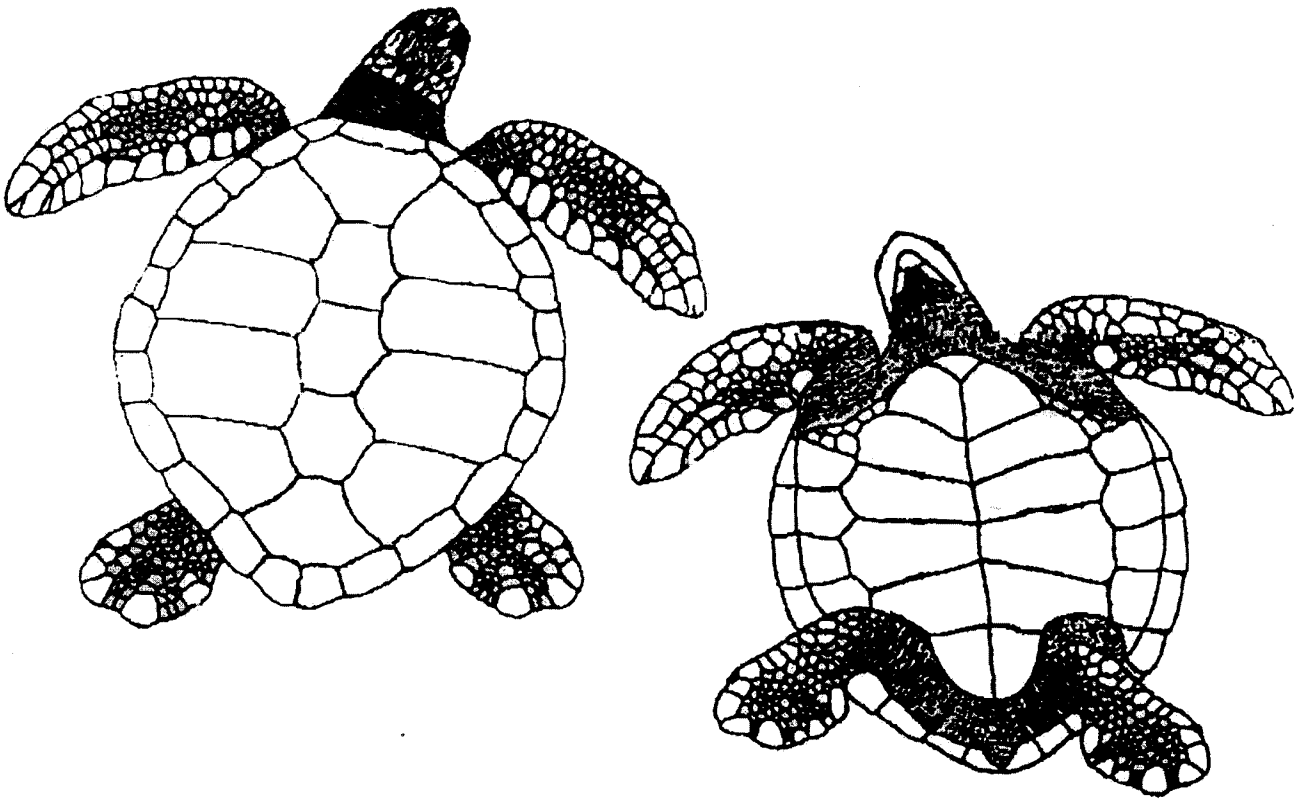


Diagrams by Tom McFarland

Green Sea Turtle *(Chelonia mydas)*

Shade areas of turtle that are missing; sketch cracks and lacerations

Comments:



Diagrams by Tom McFarland

SEA TURTLE TAGGING AND RELOCATION REPORT

Channel: _____ of

Date: _____

Time: _____

Water Temp. (B: °C)(M: °C)(S: °C)

Ship Name: Net: Port: Starboard:

Flipper Tag

Left: _____

Right: _____

Recapture: This Effort: ___

Previous Effort: ___

Sex

Male: _____

Female: _____

Unknown: _____

Weight

_____Kg

_____lbs

Carpace S.L. Length

_____cm

_____in

CCL:_____ cm

S.L. Width

_____cm

_____in

CCW:____ cm

Tail Length

(from plastron to tip)

_____cm

Head Width

_____cm

_____in

Photos Taken

Yes: ☐

No: ☐

Blood Taken

Yes:____ No:____

Time: _____

No. of Vials: _____

Telemetry Tag

Radio: _____

Sonic: _____

Satellite: _____

_____Mhz

_____Khz

GENERAL CONDITIONS OF TURTLE

CPL: _____cm _____

CPW: _____cm _____

PIT Tag#

Turtle Released

Date: _____

Time: _____

Release Location:

Latitude: _____

Longitude: _____

TURTLE TRAWL NET SPECIFICATIONS

DESIGN: 4 Seam, 4 Legged, 2 Bridal Trawl Net
WEBBING: 4 inch bar, 8 inch stretch
Top – 36 Gauge Twisted Nylon Dipped
Side – 36 Gauge Twisted Nylon Dipped
Bottom – 84 Gauge Braided Nylon Dipped
NET LENGTH: 60 ft from cork line to cod end
BODY TAPER: 2 to 1
WING END HEIGHT: 6 feet
CENTER HEIGHT: Dependent on depth of trawl – 14 to 18 feet
COD END: Length 50 meshes x 4 inches equals 16.7 feet
Webbing 2 inch bar, 4 inch stretch, 84 gauge braid nylon Dipped, 80 meshes around, 40 rigged meshes with ¼ x 2 inch choker rings, 1 each ½ x 4 inch at end
Cod End Cover – none
Chaffing Gear – none

HEAD ROPE: 60 ft ½ inch combination rope (braid nylon with stainless cable center)
FOOT ROPE: 65 ft ½ inch combination rope
LEG LINE: Top – 6 ft, Bottom – 6 ft
FLOATS: Size – Tuna Floats (football style), Diameter – 7 Inches; Length – 9 inches; number 12 each; Spacing – center of top net 2 inches apart
MUD ROLLERS: Size – 5 inch Diameter, 5.5 inch length
Number – 22 each; spacing – 3 ft attached with 3/8 inch Polypropylene rope (replaced with snap on roller when broken)
TICKLER CHAINS: NONE (Discontinued – but previously used ¼ inch x 74 ft galvanized chain)
WEIGHT: 20 ft of ¼ inch galvanized chain on each wing, 40 ft per net looped and tied
DOOR SIZE: 7 ft x 40 inches (or 8 ft x 40 inches); Shoe – 1 inch X 6 inch: bridles – 3/8 inch high test chain
CABLE LENGTH: (Bridle Length, Total) : 7/16 inch x 240-300 ft varies with bottom conditions
FLOAT BALL: NONE
LAZY LINES: 1 inch nylon
PICKUP LINES: 3/8 inch polypropylene
WHIP LINES: 1 inch nylon

Marine Mammal Observation Data Form:

Marine Mammal Observations

Project Name:_____

Date: _____ Sheet _____ of _____ for this day

Monitor: _____ Monitoring Location: _____

Sighting #	Time of Day	Weather	Species	# of Individuals	Location*	Behavior/Construction Activity

*E.g., Direction, Distance Estimate or Mark on Figure with Sighting Number

SECTION TABLE OF CONTENTS

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 01 50.73

SURVEYS

PART 1 GENERAL

1.1 SCOPE
1.2 MEASUREMENT AND PAYMENT
1.3 QUALITY CONTROL
1.4 PROFESSIONAL CERTIFICATION

PART 2 PRODUCTS

2.1 SURVEY EQUIPMENT
2.1.1 Survey Boat
2.1.2 Fathometer
2.1.2.1 Calibration
2.1.2.2 Low Frequency Signal Parameters
2.1.3 Horizontal Positioning Equipment

PART 3 EXECUTION

3.1 SURVEYS
3.1.1 General
3.1.2 Pre-Dredging Surveys
3.1.3 After-Dredging Surveys
3.1.4 Collecting, Recording, Processing, and Transmitting
3.1.5 Survey Data

-- End of Section Table of Contents --

SECTION 35 01 50.73

SURVEYS

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for surveying as specified herein and as indicated on the contract plates. Unless otherwise specified, surveys and surveying shall be in accordance with EM 1110-2-1003, Engineering and Design, Hydrographic Surveying, latest edition.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for surveys, survey equipment (survey boat, electronic positioning equipment, depth sensors, and appurtenant items), or quantity computations as specified herein. All costs for work covered under this section shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule.

1.3 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with the contract requirements and maintain records of his quality control for all surveying including but not limited to the following:

a. Layouts and Surveys. Daily log of layout work and surveys consisting of type and location using the Government established baselines and gages as stated in the Contract Clause in Section 00700 - Contract Clauses, entitled "Layout of Work (FAR 52.236-17)".

b. Reporting. The original and two copies of these reports and tests as well as the records of corrective action taken, shall be furnished daily to the Government. The report shall include a record of times and dates surveys were run, the horizontal control stations used and their coordinates, the vertical control points used and their elevations, and weather conditions.

1.4 PROFESSIONAL CERTIFICATION

All surveys shall be performed in the presence of the Government Representative. All surveys shall be performed under the direction of and certified by a Professional Land Surveyor currently licensed by any state in the United States of America. In addition, the surveyor shall document at least three years of experience in hydrographic surveying of navigable channels.

PART 2 PRODUCTS

Although listed under PART 2 PRODUCTS, the equipment described herein remains the property of the Contractor at all times.

2.1 SURVEY EQUIPMENT

The Contractor shall submit, to the Contracting Officer for review, a plan for the verification of surveying equipment described herein. The plan shall include types, certifications, calibration checks, etc., for the surveying equipment.

2.1.1 Survey Boat

a. The Contractor shall furnish survey vessel(s), diesel or gasoline powered, twin engine, not less than 40-ft. in length, and equipped with the following:

(1) Enclosed cabin;
(2) Space for six (6) passengers;
(3) Heating/air conditioning;
(4) Fully operated;
(5) U.S. Coast Guard certified;
(6) Navigation radar, as described in Section 35 20 23.23, paragraph entitled "Navigation Radar";
(7) Operable radio (same frequency as the dredge) for each dredge in operation;
(8) A surveying lead line as described in EM 1110-2-1003, Appendix B.
(9) Hydrographic Surveying System: Hydrographic surveying software (HYPACK or equivalent) and electronic horizontal positioning (Differentially corrected Global Positioning, DGPS), depth sounding and data acquisition instrumentation. The use of motion compensation (a heave/pitch/roll sensor) is optional; however, if it is not used, then the conduct of the survey will be restricted by roll/pitch/heave sea-state limits [>10 degrees (roll-pitch), >.5 ft. (heave)] as interpreted by the on-site Government Representative. Additionally, if the survey system utilizes motion compensation, then a side, bow or stern mounting of the fathometer transducer is acceptable; however, if motion compensation is not available, then the transducer must be hull mounted.
(10) The vessel(s) must, at minimum, have a fathometer bar check apparatus as described in EM 1110-2-1003, chapter 4-10.

The height of the fathometer transducer face while the vessel(s) is static (draft) and in motion (settlement, squat) must be determined as described in EM 1110-2-1003. A method must be established to determine and correct for any vessel draft changes during the surveying period [ex: hull draft makings abeam of the transducer(s)] (chapter 4-13). "No Smoking" signs shall be posted and no smoking will be allowed when occupied by Government personnel.

b. Prior to surveying operations, a hydrographic system latency bias calibration test must be performed and the latency correctors must be applied (EM 1110-2-1003, chapter 4).

c. When the survey boat is not being used for surveying, it may be used for transporting Government personnel and for crew changes or other purposes, with the Inspector's approval. Transport of Government personnel shall take precedence during non-survey use. The survey boat shall be available 24 hours a day for surveying, transportation, etc, as directed by the Inspector. The minimum full-time crew for the survey boat during survey use shall be one operator for the day shift

plus any survey personnel required to operate the survey equipment. Smoking shall not be allowed inside the cabin and operator's space while occupied by Government personnel. NO SMOKING signs shall be posted. Hearing protection signs must be posted in the passenger quarters.

d. If the Contract clause entitled "Changes" (FAR 52.243-4) is invoked for the sea turtle and sturgeon trawling and relocation requirements the survey boat may be used to relocate the sea turtles.

2.1.2 Fathometer

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 feet). 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-feet under the transducer face(s) to a maximum of 50-feet. At this maximum depth, the sounding accuracy must be 0.5-foot (28 kHz transducer) and 0.1-foot (200 kHz transducer). Acoustic returns shall be recorded on thermal chart paper by a fixed, high-resolution printing element (no stylus). The paper chart scaling shall be in English units, with chart division annotations at the 0, 10, 20, 30, 40, 50-foot chart levels or as directed by the Government Representative. The instrument shall, at minimum, be capable of adjusting transmit power receiver sensitivity and time-varied gain settings and of inputting the correct speed-of-sound, vessel draft and tide values. Additionally, the fathometer shall automatically print these control parameter settings on the chart paper at start-up and when any control setting is changed. During the surveying of run lines, the fathometer shall be capable of annotating periodic event marks on the paper chart as directed by other surveying system components (positioning, controlling software) and be capable of transmitting each event sounding back to these system components for horizontal position tagging and data storage. 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. 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 checks. Prior to the contractor taking Pre-Dredging surveys, control parameter settings shall be turned into the Government Inspector for review to insure the settings meet the surveying parameters.

2.1.2.1 Calibration

Hydrographic fathometer calibrations shall be performed at the survey site by methods described in EM 1110-2-1003, chapters 4-10 (a through m) and at a frequency listed in table 4-6 for navigation and dredging support surveys with soft bottom materials. The acoustic traces of the bar or ball check calibrations shall be captured on the fathometer paper chart (at the 10, 20, 30, 40, 50 ft. depths or as directed by the Government Representative) along with a notation indicating the site location (i.e. station, lat/lon, 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. 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. All calibration and soundings shall be made in the presence and to the satisfaction of the Government Representative at the job site.

2.1.2.2 Low Frequency Signal Parameters

The Low Frequency Pulse Width range of cycles (ie. 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

2.1.3 Horizontal Positioning Equipment

The hydrographic surveying vessel(s) must utilize Differential Global Positioning System (DGPS) instrumentation for determining horizontal positioning during surveying operations. This DGPS instrumentation must have a positioning accuracy of 1-3 meters 2DRMS. Commercial DGPS Subscription Services or the U.S. Coast Guard DGPS Radiobeacon Navigation Service may be used for real-time pseudo-range (differential) corrections. If the USCG system is to be utilized, then the English Turn beacon site shall be the source for differential corrections. The GPS antenna on the survey vessel(s) must be physically positioned directly above the fathometer transducer or the hydrographic surveying software suite must be capable of aligning the horizontal and vertical sensors.

PART 3 EXECUTION

3.1 SURVEYS

Surveys will include but will not be limited to the following surveys. The Government reserves the right to direct additional surveys be taken at no additional cost to the Government.

3.1.1 General

Surveys for all fixed stations shall be performed in accordance with EM 1110-2-1003, "Hydrographic Surveying, Class 1 Surveys". The Contractor shall collect and furnish to the Contracting Officer's Representative survey data in both high and low frequency. Survey data provided herein is presented in NAD 83 format. The Contractor shall be able to use this data to lay out the work and subsequently provide completed work as specified herein to the Government. Prior to initiating positioning surveys using electronic survey equipment, a calibration test of the electronic measuring device shall be performed according to the manufacturer's instructions in the presence of the Contracting Officer's Representative. Calibration checks shall be run at the beginning and completion of each day's survey or portion thereof. Results shall be furnished daily to the Contracting Officer's Representative. All electronic surveys shall be tied to a fixed station. The station may be a Government-furnished point or a temporary point established by the Contractor and approved by the Contracting Officer's Representative. Should the electronic measuring device fail to

indicate the known distance within the factory-defined error range for the device, the device shall not be used for determining survey positions.

3.1.2 Pre-Dredging Surveys

a. No later than 5 days prior to the dredge commencing work, the Contractor shall submit to the Administrative Contracting Officer the following surveys.

(1) For the primary dredging region, a hydrographic survey of the channel between C/L stations 0+00 and 400+00. The survey shall include channel cross-sections taken every 500 feet, as well as at all utility crossings, P.C.'s, P.T.'s, P.I.'s, and P.O.T.'s. A chart layout of the cross-sections shall be prepared and approved by the Contracting Officer. This graphical chart must represent a scaled plan view of the survey area with the recorded 5 ft. interval depth soundings (0.1 ft. resolution) plotted at their x,y positions.

(2) For the primary dredging region, a hydrographic survey showing the safe dumping depth of the dredge and the proposed location (station) of the landward most dump site. The dumpsite location shall be indicated on a hydrographic survey plot of the disposal area. The hydrographic survey shall include a cross-section of the disposal area at the proposed station of the landward most dump site and 2 cross-sections landward and gulfward of that station. The cross-sections shall be taken at 1000-foot intervals as well as a centerline (C/L) profile at 500-foot intervals. For instance, if the landward most dump site is proposed at station 250+00, disposal area cross-sections shown on the hydrographic survey plot shall include stations 230+00, 240+00, 250+00, 260+00, and 270+00.

b. The Contractor shall layout its work from Government established baselines (centerline of the channel), bench marks (established gages) and channel markers indicated on the plates and shall be responsible for all measurements in connection with the layout.

c. Should the Contractor be given dredging assignments in a Secondary Dredging Region, details of the survey requirements for the respective region will be given to the Contractor by the Contracting Officer's Representative prior to the start of work. The surveys shall be taken at no additional cost to the Government.

3.1.3 After-Dredging Surveys

After-dredging cross sections, quantity computations, and acceptance profiles shall be submitted to the Government Inspector within 7 days of each assignment completion date. After-dredging ODMDS surveys shall be submitted to the Government Inspector within 7 days of each dredging region completion date. Not submitting the data in accordance to the specifications and within the allotted time will be cause to withhold progress payment.

a. Cross-Sections

(1) After-dredging cross-sections of the channel shall be taken at approximately 500-foot intervals along the channel, as well as at all utility crossings, P.C.'s, P.T.'s, P.I.'s, and P.O.T.'s.

Depth soundings shall be made with the hydrographic surveying system (as described in paragraph entitled "Survey Equipment") and the recorded sounding density shall be one sounding for every 5 ft. along the cross-section runlines (normal to the centerline). The recorded depths shall be to a resolution of 0.1 ft. The sensitivity/gain control setting that is selected for the survey area bottom material-type must also be used for the bar check calibrations and must not be adjusted during hydrographic surveying (EM 1110-2-1003, chapter 4-6). In areas of consolidated bottom material, the digitized and recorded depth soundings shall indicate the true channel bottom. However, in survey areas containing unconsolidated bottom materials, acoustic measurements must be augmented with leadline measurements. These leadline measurements must be notated on the fathometer paper chart and taken at a minimum of 5,000 foot intervals; on the channel centerline and both edges of cut, or as determined by the Government representative on the jobsite. The procedures for surveying in unconsolidated bottom material areas are outlined and described in EM 1110-2-1003, Appendix P and more specifically in P-10. The real-time fathometer paper charting of the surveying runs, to include calibration and leadline events and all survey notations, shall be furnished to the Government. Electronic or digital fathometer read-outs will not be acceptable. Stored hydrographic data (x,y,z) shall also be furnished to the Government in a structured ASCII format on compact disk (CD) media.

(2) The actual location of each sounding taken on each before dredging cross-section range shall be provided. This information shall be in the form of printout tabulation giving the actual distance of the soundings from the baseline (on an azimuth normal to the centerline of the cut). Soundings shall be to the nearest 0.1-foot referred to the water surface. This information shall also be plotted on a printout sheet, horizontal vertical scale, along with a section showing the required dredging dimensions. The time and date taken shall be shown and the gage reading applicable to the survey shall be shown. The applicable gage shall be read to the nearest 0.1-foot prior to and after each day's survey. More frequent readings may be required when directed by the Government Representative.

b. Acceptance Profiles - Waterway profiles shall be taken over the same dredging reach. Distances between soundings on each profile shall be 20 feet. Controlled profiles of the waterway shall be made along the dredge cut centerline and one at each outside bottom edge of the cut. The Government reserves the right to direct additional soundings to be taken along ranges normal to the above-defined profiles at no additional cost to the Government. This information shall be plotted on a printout sheet, 1 in. = 300 ft horizontal: 1 in. = 10 ft vertical scale.

c. ODMDS Survey - A hydrographic survey showing the safe dumping depth of the dredge and the location (station) of the landward most dump site. The dumpsite location shall be indicated on a hydrographic survey plot of the disposal area. The hydrographic survey shall include a cross-section of the disposal area(s) at the station of the landward most dumpsite and 2 cross-sections landward and gulfward of that station. The cross-sections shall be taken at 1000-foot intervals as well as a centerline (C/L) profile at 500-foot intervals. For instance, if the landward most dumpsite is at station 250+00, disposal

area cross-sections shown on the hydrographic survey plot shall include stations 230+00, 240+00, 250+00, 260+00, and 270+00.

d. Should the Contractor be given dredging assignments in a Secondary Dredging Region, details of the survey requirements for the respective region will be given to the Contractor by the Contracting Officer's Representative prior to the start of work. The surveys shall be taken at no additional cost to the Government.

3.1.4 Collecting, Recording, Processing, and Transmitting

The data obtained from the electronic positioning/control system and the fathometer shall be collected, recorded, and processed. Soundings shall be recorded to the nearest 0.1-foot and the X and Y coordinates of these soundings shall be recorded to the nearest foot. The applicable gage shall be read to the nearest 0.1 foot prior to and after each day's survey. More frequent readings will be required when directed by the Government Inspector. From the processed data, the Contractor shall provide certain survey information taken for the purpose of computing the total amount of work to be paid for. The Contractor must furnish the required data on CD/DVD/e-mail containing ASCII character set. The information received shall be free of errors and in the following format: (a) the X-coordinate in feet of a recognized Louisiana Lambert grid system, (b) the Y-coordinate in feet of same recognized Louisiana grid system, (c) the elevation, and (d) remarks such as the station number (i.e. 1+00), CL (for centerline), ES (for end of station), EJ (end of file), and direction of survey (either "L" for + or "R" for -, followed by Station No., i.e. L 30+00). The time and date the cross section was taken and the gage reading applicable to the section must be included. The electronically recorded data files, along with a hard copy of the track plotter surveys, plotted on the chart to show compliance with alignment, and quantity computations shall be presented to the Government Representative on site no later than three days after the survey is taken. Not submitting the data in accordance to the specifications and within the allotted time will be cause to withhold progress payment. Under no circumstances shall the information be edited for the purpose of eliminating incorrect soundings. The Contractor shall provide a separate file listing all incorrect soundings to be eliminated. The Contractor shall submit a separate survey file for each 2,000 feet acceptance reach (or portion less than 2,000 feet for the final reach of an assignment) unless otherwise directed by the Government Inspector. The beginning station for each file shall be the repeated ending station from the previous file (i.e., Sta. 820+00 to 840+00, Sta. 840+00 to 860+00, etc.).

3.1.5 Survey Data

Each field book shall be given an identification number, which shall be noted on each page of the book. The information shown in the field notes shall meet the requirements of the Contracting Government Representative. The Contractor shall promptly plot the channel cross-sections on a scale of 1 in. = 100 ft horizontal and 1 in. = 10 ft vertical. Plotted cross-sections, profiles, and duplicate notes shall be kept at the jobsite at all times and made available to the Government Representative upon request. The Contractor shall furnish to the Contracting Officer's Representative the plotted original cross-sections for a minimum distance of 500 ft ahead of the dredging location in the direction of work progression.

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 20 23.23

HYDRAULIC DREDGING

PART 1 GENERAL

1.1 SCOPE
1.2 MEASUREMENT AND PAYMENT
1.2.1 Mobilization and Demobilization
1.2.2 Dredging and Option Dredging Items
1.2.2.1 Unit of Measure
1.3 DEFINITIONS
1.3.1 Acronyms
1.4 REPORTS
1.4.1 Procedures for Dredge Production Computation and Reporting
1.4.2 Daily Report of Operations
1.4.3 Monthly Report of Operations
1.4.4 Final Report
1.4.5 Distribution of Reports
1.4.6 NMFS-Approved Protected Species Observer Reports
1.5 DREDGE AND ATTENDANT PLANT DATA SHEET
1.6 DREDGE CREW
1.7 DREDGE PRODUCTION COMPUTATION
1.7.1 Basis of Quantity Computation
1.7.2 Basis of Reported Dredge Production Quantities
1.7.2.1 Dredge-and-Haul Mode
1.7.2.2 Agitation Mode
1.7.3 Dredge Production Instrument Calibration
1.7.3.1 General
1.7.3.2 Calibration
1.7.3.3 Bin Load Production Computation
1.7.3.4 Agitation Production Computation
1.8 EXAMPLE OF STANDARDIZED DREDGE PRODUCTION CALCULATIONS
1.9 EXAMPLE ECONOMIC BIN LOAD CALCULATIONS
1.10 HOPPER LEAKAGE TEST

PART 2 PRODUCTS

2.1 PLANT
2.1.1 Dredge Plant
2.1.2 Dredge Attendant Plant
2.1.3 Navigation Radar
2.1.4 Depthsounders
2.1.5 Services to be Furnished to the Government
2.1.6 Dredge Physical Data
2.1.7 Substitution of Plant
2.1.8 Addition of Plant
2.2 GAGES
2.3 COMMUNICATIONS EQUIPMENT
2.3.1 Cellular Telephone
2.3.2 Satellite Telephone
2.3.3 Marine VHF-FM Radio

2.3.4 Automatic Identification System (AIS)

PART 3 EXECUTION

3.1 LOCATION AND DESCRIPTION OF WORK
3.2 ORDER OF WORK
3.3 PRIMARY DREDGING REGION
3.3.1 Calcasieu River Bar Channel, Louisiana
3.4 SECONDARY DREDGING REGIONS
3.4.1 Mississippi River, Cubit's Gap and Southwest Pass, Louisiana
3.4.2 Mississippi River Crossings Between New Orleans and Baton Rouge, Louisiana
3.4.3 Mobile District
3.4.4 Galveston District
3.5 MOVEMENT OF NAVIGATION AIDS
3.6 WORKING IN THE VICINITY OF STRUCTURES AND UTILITY CROSSINGS
3.6.1 Existing Structures or Utilities
3.6.2 Location of Submerged Objects
3.7 DREDGE PRODUCTION RATE
3.7.1 Economic Bin Load
3.7.2 Production Rate Test
3.8 WORK FOR OTHERS
3.9 PRODUCTION DATA TABLE
3.10 LIST OF UTILITIES
3.10.1 Calcasieu River Bar Channel
3.11 HOPPER DREDGE AND ATTENDANT PLANT DATA SHEET
3.12 DAILY HOPPER LOAD DISPOSAL DATA

ATTACHMENTS:

Daily Report of Operations - Hopper Dredges (ENG Form 27A)

Example Load Displacement Chart

Example Economic Bin Load Chart

Plan View - Rigid Sea Turtle Deflector

Elevation View - Rigid Sea Turtle Deflector

Sample Manufacturer's Performance Curve

Calcasieu River Bar Channel Plates

Southwest Pass & Mississippi River Hopper Disposal Areas Plate

-- End of Section Table of Contents --

SECTION 35 20 23.23

HYDRAULIC DREDGING

PART 1 GENERAL

1.1 SCOPE

It is the purpose of these specifications to secure for the Government the hire and operation of one self-propelled, trailing suction type hopper dredge conforming to the sizes shown in the table listed in paragraph entitled "Dredge Plant". The dredge shall be efficient and effective for all work described in these specifications. The dredge shall include all necessary attendant plant, complete in all respects, including fuel, supplies, safety equipment, and crew. All floating plant shall comply with applicable US Coast Guard and US Public Health Service regulations. The Contractor shall furnish all plant, materials, equipment, supplies, labor, and transportation, and perform all work in strict accordance with these specifications. All work, materials, and services not expressly called for in these specifications, but which may be necessary for complete and proper operations to carry out the contract in good faith shall be performed, furnished, or installed by the Contractor at no increase in cost to the Government. All work under these specifications shall be performed in accordance with the provisions of EM 385-1-1 "Safety and Occupational Health Requirements", latest edition.

1.2 MEASUREMENT AND PAYMENT

1.2.1 Mobilization and Demobilization

An item to cover the cost of initial mobilization and final demobilization of the Contractor's dredge and all attendant plant under this contract is included and will be paid for as stipulated in the Contract Clause entitled "Payment for Mobilization and Demobilization" (DFARS 252.236-7004). The Contractor shall be responsible for staking its own approach for initial and interim mobilization and demobilization, for its dredge and all attendant plant, from the plants location where last employed, to the dredging region(s), as described in paragraphs entitled "Primary Dredging Region" and "Secondary Dredging Regions". The Government will not provide any payments to the Contractor, in addition to the contract job price for "Mobilization and Demobilization".

1.2.2 Dredging and Option Dredging Items

1.2.2.1 Unit of Measure

All costs for a self-propelled, trailing, suction-type hopper dredge shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule. Payment for a self-propelled, trailing, suction-type hopper dredge will be made at the contract unit price per hour for work performed for "Dredging" or "Option Dredging" at the pay times stipulated in the following subparagraphs. Price and payment shall constitute full compensation for furnishing all necessary plant, labor, fuel, supplies, safety equipment and procedures, crew, furnishing and maintaining communication equipment, automatic recording tide gage, electronic positioning equipment, sea turtle equipment, sea turtle observers, transportation of sea turtle observers, transportation of injured sea turtles, surveys, survey boat, satisfactory

disposal of dredged material and all operational incidentals thereto.

a. Determination of Elapsed Time. The hours listed in the bid lots for Dredging and Option Dredging Items are 100% pay time hours. For the purposes of determining elapsed time and the completion time of the contract, 100% pay time, 80% pay time, 75% time, 60% pay time, 48% pay time, 45% time, 35% pay time, 21% pay time, and 0% pay time, will be considered as 100%, 80%, 75%, 60%, 48%, 45%, 35%, 21%, and 0% of the hourly rate, respectively. Refer to paragraph entitled "Procedures for Dredge Production Computation and Reporting". This contract shall be executed and paid strictly on a contract hourly basis as specified herein.

b. Start of Pay Time Hours. Dredging operations shall not start until all dredge pumps and drags are operable unless waived by the Contracting Officer. For this case, payment will be made at the appropriate reduced rate until all dredge pumps and drags are operable. 100% pay time hours for dredging operations shall begin on the date and time when dredged material is placed in the hopper through all drags. Adverse conditions may prevent dredging while the dredge is on assignment location and ready to dredge. For this case, payment will be made at the appropriate reduced rate until dredging operations commence. The applicable contract price per hour referred to below is the rate per hour in the Dredging or Option Dredging Item as appropriate, or an adjusted rate based on the pumping rate test in accordance with paragraph entitled "Production Rate Test". Hourly quantities shown in the Bidding Schedule have been determined based on typical conditions in the primary dredging region only. No adjustment in the contract unit price will be made for dredging in a secondary region.

c. 100% Pay Time Hours: When all dredge pumps and drags are operable, the following will be paid at 100% of the applicable contract price per hour, calculated to the nearest minute:

(1) Pumping time, turning time, travel to the disposal site, dumping time, and return travel time, in either dredge and haul or agitation modes; The times listed represent the sequential order of the dredging cycle beginning with the pumping time;

(2) Clearing fouled drag heads or propellers;

(3) Cleaning debris from any part of the dredge suction/intake system to include dragheads, pipes, loaders, skimmers, pumps, etc.;

(4) Travel time, when moving from one assignment to another within the same dredging region.

(5) Actual time for conducting the production rate test specified in paragraph entitled "Production Rate Test".

(6) Down time to clear sea turtle screens required by the provisions of Section 01 57 20.00 10, paragraph entitled "Sea Turtle Monitoring Equipment".

(7) Actual time for conducting monthly Corps safety drills if the dredging cycle is interrupted. Pay time shall not exceed 30 minutes per instance.

(8) Actual time to perform any Corps directed tasks other than dredging.

d. 80% Pay Time Hours: When all dredge pumps and drags are operable, the following will be paid at 80% of the applicable contract price per hour, calculated to the nearest minute:

(1) Actual time waiting for any vessel traffic to pass, when the dredging cycle is interrupted by traffic in the waterway. If vessel traffic causes a delay in the transit time to or from the disposal area, then the average transit time for all other uninterrupted transits for that assignment and that day will be used as the transit time. The remainder time over the average will be considered the actual traffic time.

(2) Travel time when moving from an assignment in one dredging region to another assignment in a different dredging region.

(3) Up to 72 hours when it becomes necessary to seek a harbor of refuge for hurricanes or tropical storms.

(4) Time for sailing to and from calm waters for performing directed dredge load-displacement chart recalibration, and for time during dredge load-displacement chart calibration while at the directed calibration location.

(5) Up to 36 hours for shutdown when instructed by the US Coast Guard, local authorities, or the Contracting Officer due to accidents, spills, etc., in the vicinity of the dredge assignment. After 36 hours, 48% of the applicable contract price per hour will be paid. If during/after initial 36 hour shutdown due to the US Coast Guard the Contractor resumes work and again is instructed to shutdown operations by the US Coast Guard due to the initial incident, then the pay time shall revert back to paying for up to 36 hours of shutdown.

(6) Up to the specified hours in Section 01 57 20.00 10, paragraph entitled "Sea Turtle Deflector Requirements" in order to comply with the installation/removal of sea turtle deflectors as directed by the Contracting Officer.

(7) Time for shut down when directed by the Contracting Officer due to relocation trawling being suspended as specified in Section 01 57 20.00 10, paragraph entitled "Suspension of Dredging and Relocation Trawling".

(8) Time for shut down when directed by the Contracting Officer to evaluate measures to reduce the likelihood of additional sea turtle takes as specified in Section 01 57 20.0010, paragraph entitled "Sea Turtle Reporting".

(9) Actual time for conducting the Hopper Leakage Test if the dredge passes said test.

(10) When a dredge that has three propulsion engines but only two propulsion engines are operable.

e. 75% Pay Time Hours: When all dredge pumps and drags are operable, pumping time, turning time, travel to the disposal site, dumping time,

and return travel time will be paid at 75% of the applicable contract price per hour, calculated to the nearest minute when the Contracting Officer or his/her representative has directed the Contractor to switch from agitation mode to dredge-and-haul mode during the months of June, July, August and September for each of the following:

(1) The reduced rate of 75% will be applied as described herein provided (a) and (b) have occurred.

(a) The Contractor commenced dredging after the time specified in Section 00800, paragraph entitled "Delivery of Plant". The "Delivery Delay Period" is defined as the difference in the time specified in Section 00800 paragraph entitled "Delivery of Plant" and the actual commencement of dredging. The reduced rate for the "Delivery Delay Period" will be applied at the end of the contract for the equivalent amount of time as the "Delivery Delay Period". Example: If the Contractor commences 60 hours after the specified time, then the reduced rate for the "Delivery Delay Period" will be applied to the last 60 hours of the contract.

(b) All or part of the amount of time that the reduced rate for the "Delivery Delay Period" is applied falls within the months of June, July, August and September.

(2) The reduced rate of 75% will be applied as described herein provided (a) and (b) have occurred.

(a) The Contractor's 0% Pay Time exceeds 6% of the contract hours worked. The "0% Delay Period" is defined as the difference between the total 0% hours and 6% of the contract hours worked. The reduced rate for the "0% Delay Period" will be applied at the end of the contract for the equivalent amount of time as the "0% Delay Period".

(b) All or part of the amount of time that the reduced rate for the "0% Delay Period" is applied falls within the months of June, July, August, August and September.

(3) If the Contractor leaves the project site at any time during the contract to perform work for others, the reduced rate of 75% will be applied for dredging during the months of June, July, August and September.

f. 60% Pay Time Hours: When one pump or drag is disabled on a dredge equipped with two or more pumps and drags, the following will be paid at 60% of the applicable contract price per hour, calculated to the nearest minute:

(1) Pumping time, turning time, travel to the disposal site, dumping time, and return travel time, in either dredge-and-haul or agitation modes.

(2) Actual time required to clearing fouled drag heads or propellers.

(3) Cleaning debris from any part of the dredge suction/intake system to include dragheads, pipes, loaders, skimmers, pumps, etc.;

(4) Travel time when moving from one assignment to another within

the same dredging region.

(5) Travel time when moving from an assignment in one dredging region to another assignment in a different dredging region.

(6) Down time to clear sea turtle screens required by the provisions of Section 01 57 20.00 10, paragraph entitled "Sea Turtle Monitoring Equipment".

g. 48% Pay Time Hours:

(1) When one dredge pump or drag is disabled on a dredge equipped with two or more pumps and drags, the following will be paid at 48% of the applicable contract price per hour, calculated to the nearest minute:

(a) Actual time waiting for any vessel traffic to pass, when the dredging cycle is interrupted by traffic in the waterway. If vessel traffic causes a delay in the transit time to or from the disposal area, then the average transit time for all other uninterrupted transits for that assignment and that day will be used as the transit time. The remainder time over the average will be considered the actual traffic time.

(b) Travel time when moving from an assignment in one dredging region to another assignment in a different dredging region.

(c) Up to 72 hours when it becomes necessary to seek a harbor of refuge for hurricanes or tropical storms.

(d) Time for sailing to and from calm waters for performing directed dredge load-displacement chart recalibration, and for time during dredge load-displacement chart calibration while at the directed recalibration location.

(e) Time for shutdown when instructed by the US Coast Guard, local authorities, or the Contracting Officer due to accidents, spills, etc., in the vicinity of the dredge assignment.

(f) Up to the specified hours in Section 01 57 20.00 10, paragraph entitled "Sea Turtle Deflector Requirements" in order to comply with the installation/removal of sea turtle deflectors as directed by the Contracting Officer.

(g) Time for shut down when directed by the Contracting Officer due to relocation trawling being suspended as specified in Section 01 57 20.00 10, paragraph entitled "Suspension of Dredging and Relocation Trawling".

(h) Time for shut down when directed by the Contracting Officer to evaluate measures to reduce the likelihood of additional sea turtle takes as specified in Section 01 57 20.0010, paragraph entitled "Sea Turtle Reporting".

(2) When all dredge pumps and drags are operable, the following will be paid at 48% of the applicable contract price per hour, calculated to the nearest minute:

(a) After 36 hours for shutdown when instructed by the US Coast Guard, local authorities, or the Contracting Officer due to accidents, spills, etc., in the vicinity of the dredge

assignment.

h. 45% Pay Time Hours: When one dredge pump or drag is disabled on a dredge equipped with two or more pumps and drags, pumping time, turning time, travel to the disposal site, dumping time, and return travel time will be paid at 45% of the applicable contract price per hour, calculated to the nearest minute when the Contracting Officer or his/her represenatative has directed the Contractor to switch from agitation mode to dredge-and-haul mode during the months of June, July, August and September for each of the following:

(1) The reduced rate of 45% will be applied as described herein provided (a) and (b) have occurred.

(a) The Contractor commenced dredging after the time specified in Section 00800, paragraph entitled "Delivery of Plant". The "Delivery Delay Period" is defined as the difference in the time specified in Section 00800 paragraph entitled "Delivery of Plant" and the actual commencement of dredging. The reduced rate for the "Delivery Delay Period" will be applied at the end of the contract for the equivalent amount of time as the "Delivery Delay Period". Example: If the Contractor commences 60 hours after the specified time, then the reduced rate for the "Delivery Delay Period" will be applied to the last 60 hours of the contract.

(b) All or part of the amount of time that the reduced rate for the "Delivery Delay Period" is applied falls within the months of June, July, August and September.

(2) The reduced rate of 45% will be applied as described herein provided (a) and (b) have occurred.

(a) The Contractor's 0% Pay Time exceeds 6% of the contract hours worked. The "0% Delay Period" is defined as the difference between the total 0% hours and 6% of the contract hours worked. The reduced rate for the "0% Delay Period" will be applied at the end of the contract for the equivalent amount of time as the "0% Delay Period".

(b) All or part of the amount of time that the reduced rate for the "0% Delay Period" is applied falls within the months of June, July, August and September

(3) If the Contractor leaves the project site at any time during the contract to perform work for others, the reduced rate of 45% will be applied for dredging during the months of June, July, August and September.

i. 35% Pay Time Hours: When all dredge pumps and drags are operable, the following will be paid at 35% of the applicable contract price per hour, calculated to the nearest minute:

(1) When the dredge cannot work due to opposing natural elements (fog, wind, rain, and rough seas). If the Contractor elects to go to a lay up or supply point, the reduced rate will start at the point of where a dredging cycle is interrupted and will resume at the exact same cycle point. If a load has just been dumped and the Contractor elects to go to a lay up or supply point, then the reduced rate will start with the end time of the dump and will

continue until dredging resumes on the next load (when returning to the same assignment). If the Contractor elects to remain at the lay up or supply point for additional time after weather conditions are deemed favorable to recommence the dredging cycle, the additional time will be considered 0% Pay Time Hours. If a new assignment within the same dredging region is issued before dredging resumes, then only the time required to travel the additional distance beyond the previous assignment's start location to the new assignment's start location will be paid at the applicable contract price per hour.

j. 21% Pay Time Hours: When one pump or drag is disabled on a dredge equipped with two or more pumps and drags, the following will be paid at 21% of the applicable contract price per hour, calculated to the nearest minute:

(1) When the dredge cannot work due to opposing natural elements (fog, wind, rain, and rough seas). If the Contractor elects to go to a lay up or supply point, the reduced rate will start at the point of where a dredging cycle is interrupted and will resume at the exact same cycle point. If a load has just been dumped and the Contractor elects to go to a lay up or supply point, then the reduced rate will start with the end time of the dump and will continue until dredging resumes on the next load (when returning to the same assignment). If the Contractor elects to remain at the lay up or supply point for additional time after weather conditions are deemed favorable to recommence the dredging cycle, the additional time will be considered 0% Pay Time Hours. If a new assignment within the same dredging region is issued before dredging resumes, then only the time required to travel the additional distance beyond the previous assignment's start location to the new assignment's start location will be paid at the applicable contract price per hour.

k. 0% Pay Time Hours: No payment for hopper dredge time will be made under this contract for:

(1) Lost time incurred at the direction of the Contractor;

(2) Repair or replacement of worn or unserviceable equipment, including travel time to and from the lay up or supply point if deemed necessary by the Contractor. The reduced rate will start at the point of where a dredging cycle is interrupted and will resume at the exact same cycle point. If a load has just been dumped and the Contractor elects to go to a lay up or supply point, then the reduced rate will start with the end time of the dump and will continue until dredging resumes on the next load (when returning to the same assignment). If a new assignment within the same dredging region is issued before dredging resumes, then only the time required to travel the additional distance beyond the previous assignment's start location to the new assignment's start location will be paid at the applicable contract price per hour.

(3) Transferring fuel, water, and other supplies, including travel time to and from the lay up or supply point. The reduced rate will start at the point of where a dredging cycle is interrupted and will resume at the exact same cycle point. If a load has just been dumped and the Contractor elects to go to a lay up or supply point, then the reduced rate will start with the end time of the

dump and will continue until dredging resumes on the next load (when returning to the same assignment). If a new assignment within the same dredging region is issued before dredging resumes, then only the time required to travel the additional distance beyond the previous assignment's start location to the new assignment's start location will be paid at the applicable contract price per hour.

(4) Removing misplaced material;

(5) Shutdowns ordered by the Contracting Officer's Representative or his/her authorized representative, for nonconformance with the safety requirements of these specifications;

(6) Work for other agencies or on other contracts for the Corps of Engineers;

(7) Time lost due to an accident resulting in injury to Contractor or Government personnel;

(8) Time lost due to mechanical modification of the dredge when converting between modes;

(9) Any time not covered under "100% Pay Time Hours", "80% Pay Time Hours", "75% Pay Time Hours", "60% Pay Time Hours", "48% Pay Time Hours", "45% Pay Time Hours", "35% Pay Time Hours", "21% Pay Time Hours";

(10) All hours over 72 hours when it becomes necessary to seek a harbor of refuge from hurricanes or tropical storms.

(11) Time lost while the load-displacement chart is not operable during effective dredging time;

(12) Time lost that delays dumping a bin load of dredged materials to obtain bin slurry soundings that could have been taken while the dredge was sailing to the dredged material placement area;

(13) Time lost that delays commencement of dredging on a new cycle to obtain bin residual water soundings that could have been taken while the dredge was sailing from the dredged material placement area.

(14) Time lost while in non-compliance in providing sea turtle observers or sea turtle monitoring/protection equipment.

(15) All hours over the specified hours to comply with sea turtle requirements specified in Section 01 57 20.00 10, paragraph entitled "Sea Turtle Deflector Requirements".

(16) When only one propulsion engine is inoperable.

(17) When no dredge pumps or drags are operable.

(18) All hours over the specified hours to comply with sea turtle and sturgeon trawling and relocation requirements specified in Section 01 57 20.00 10, paragraph entitled "Government Option".

(19) Time required to transfer Contractor personnel on and off the

dredge.

(20) Actual time for conducting the Hopper Leakage Test if the dredge fails said test.

(21) Down time due to damage from opposing natural elements (lightning, high winds, rough seas, etc.).

l. Classification of Pay Time. If two or more pay time classifications are simultaneously applicable, then the dredge will remain under the lowest applicable classification until the cause of that classification is removed.

m. Accounting for Dredge Time. The Contractor should note that the dredge must account for the full 24 hours of each day, including the first and last day of work. All time will either be 100% time, 80% time, 75% time, 60% time, 48% time, 45% time, 35% time, 21% time, or 0% time. When considering daylight savings time changes, only elapsed time will be accounted for.

1.3 DEFINITIONS

1.3.1 Acronyms

The following are acronyms that may be used in this Section of the specifications or in attachments to this Section:

ACRONYMN	DEFINITION	SUB-PARAGRAPH REFERENCE
ABD	Average Bin Density	1.7.3.3.j
ADQ	Agitation Dredging Quantity	1.7.3.4.e
APR	Agitation Production Rate	1.7.3.4.b
BLD	Bin Load Duration	1.7.1.e
BLP	Bin Loading Point	1.7.1.c
BLQ	Bin Load Quantity	1.7.3.3.l
BSR	Bin Solids Ratio	1.7.3.3.k
BWV	Bin Water Volume	1.7.3.3.c
BWW	Bin Water Weight	1.7.3.3.d
CLD	Corrected Light Displacement	1.7.3.3.e
DAD	Duration of Agitation Dredging	1.7.3.4.d
DMS	Dredged Material Slurry	1.7.3.3.h
DSV	Dredged Slurry Volume	1.7.3.3.i
GLD	Gross Light Displacement	1.7.3.3.a
LDC	Load Displacement Chart	1.7.1.a
LTD	Initial steep Loading slope Time Difference	1.7.1.c(2)
MLD	Material Loaded Displacement	1.7.3.3.f
NBL	Net Bin Load	1.7.3.3.g
OFP	Offset Point	1.7.1.c(3)
RWD	Raw Water Density	1.7.3.3.d

ACRONYMN	DEFINITION	SUB-PARAGRAPH REFERENCE
SBD	Sediment Bulk Density	1.7.3.3.k
SBL	Slope of Bin Loading	1.7.1.c

1.4 REPORTS

The Contractor shall report the daily quantity of materials dredged per cycle, as specified in paragraph entitled "Daily Report of Operations". For a single dredging cycle that overlaps two consecutive 24-hr reporting periods, the volume of the load shall be recorded on the date and time the dredge returns to the next cut, which shall be considered the completion of that cycle. If a load has been deposited and an extensive delay will occur or a new assignment or dredging location has been issued, then that load will be considered complete once the hopper or hopper doors have been closed. A copy of all production calculations as specified in the following shall be submitted for each dredge cycle in the Daily Report of Operations.

1.4.1 Procedures for Dredge Production Computation and Reporting

The cost for all specified labor, materials, equipment and aspects of work for dredge production reporting as specified herein shall be included in the contract unit price for "Dredging" and "Option Dredging".

1.4.2 Daily Report of Operations

a. The Contractor shall prepare and submit a Daily Report of Operations - Hopper Dredges (ENG Form 27A) for each dredge working. This report shall be submitted electronically on a daily basis and not in groups, e.g. several daily reports packaged together at one time. The original and one (1) copy of these records in report form shall be submitted to the Government Inspector daily within 12 hours after the date covered by the report. Each daily report shall only include the information beginning at 0000 hours and ending at 2400 hours of that day. All calendar days shall be accounted for throughout the life of the contract.

b. The Contractor shall prepare and submit a Daily Hopper Load Disposal Data for each dredge working. This report shall be submitted electronically on a daily basis and not in groups, e.g. several daily reports packaged together at one time. The report shall be submitted daily via email to the following point of contact:

Mr. Jeff Corbino
Email: Jeffrey.M.Corbino@usace.army.mil
Phone: 504-862-1958

1.4.3 Monthly Report of Operations

In addition to the daily report, the Contractor shall prepare and submit electronically a monthly report, also on an ENG Form 27A, which consolidates all of the daily reports for the previous calendar month or portion thereof. The monthly report shall be due no later than the 7th calendar day of the month.

1.4.4 Final Report

Upon completion of the work, the Contractor shall electronically submit information for a final report which consolidates all of the monthly reports, within 7 calendar days of contract completion. The Contractor shall also submit, at the conclusion of the contract, all mate logs or dredge performance logs, delays sheets, 27-A's, CQC reports, load chart graphs, any calibration back-up documents, safety drills, monthly dump plots, and as-built drawings with final report as one submittal package. The Contracting Officer may retain a maximum of ten percent of the amount of the final payment, as described in the contract clause entitled "Payments under Fixed-Price Construction Contracts" (FAR 52.232-5(e)), pending review and acceptance of all final report submittals by the New Orleans District.

1.4.5 Distribution of Reports

The Contractor shall distribute one electronic copy of all reports (daily, monthly, and final) to the Administrative Contracting Officer, Contracting Officer’s Representative, and Government Inspector. Each Report of Operations shall be maintained by the Contractor on the dredge. Any additional instructions will be provided by the Administrative Contracting Officer. Upon completion of the job, the Contractor shall also submit a consolidated job report, combining the monthly reports in accordance with the previously listed distribution.

1.4.6 NMFS-Approved Protected Species Observer Reports

In the event of a sea turtle or sturgeon take, a report must be submitted via email to the proper District point of contact listed in Section 01 57 20.00 10, paragraph entitled "Sea Turtle Sightings", within 12 hours after a take. Also, all consolidated and completed data reports shall be forwarded directly to the District point of contact. Refer to Section 01 57 20.00 10, paragraph entitled "Sea Turtle Reporting" for additional information.

1.5 DREDGE AND ATTENDANT PLANT DATA SHEET

The Contractor shall complete the plant data sheet located in paragraph entitled "Hopper Dredge and Attendant Plant Data Sheet" for the hopper dredge and attendant plant intended to be used to perform the work under this contract. The completed data sheet shall be submitted to the USACE Office and address listed in paragraph entitled "Distribution of Reports", within five calendar days after issuance of Notice to Proceed. The plant data sheet submittals shall constitute a certification that the described plant is available to, and under control of, the Contractor, and shall be for Government use only. If the Contractor is a joint venture, all parties of the joint venture shall sign the data sheet, and the party owning the dredge must be identified in the data sheet. The Contractor shall submit the request timely in order to provide the Government at least 14 calendar days to review the request and complete all necessary paperwork. If the Contractor requests a substitution of plant or addition of plant during the contract, the plant data sheet of the substituted plant or the additional plant must be submitted at the time of the request

1.6 DREDGE CREW

Crew members aboard the dredging plant whose duties involve the movement or safe operation of the plant shall each hold a valid Merchant Mariner

Certificates (MMC) issued by the US Coast Guard, with the correct endorsements (examples: tankerman, radar observer, food handler) for the duties performed. Each shall comply with appropriate minimum Standards of Training, Certification, and Watch-standing (STCW) requirements, and shall hold a valid Transportation Worker's Identification Card (TWIC). Officers shall also hold the appropriate licenses issued by the US Coast Guard for the positions they hold, vessel tonnage (for deck officers) or horsepower and type of propulsion (for engineers), and the duties they perform.

All pieces of dredging plant which have been issued a Minimum Safe Manning Certificate (MSMC) by a classification society such as American Bureau of Shipping, Lloyd's Register of Ships, or Bureau Veritas, shall at all times maintain on-board crew levels in accordance with the numbers and qualifications listed in the MSMC for the activities being performed.

The Contractor shall be responsible for all accidents to crew and plant and for compliance with all laws pertaining to labor on dredges and attendant plant. Each required crewman, when absent, shall be relieved by a qualified replacement. The Contractor shall remove from duty and from the work site any crewman who, in the opinion of the Contracting Officer, is objectionable or incompetent. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

No additional payment will be made for crew in excess of required minimums.

a. Contractor Responsibility. The Contractor shall furnish, subsist if necessary, and pay all crew required for the satisfactory and efficient operation of the dredge and attendant plant. Minimum crew will be in accordance with US Coast Guard requirements. The Contractor shall be responsible for all accidents to crew and plant and for compliance with all laws pertaining to labor on dredges and attendant plant. Each crewman, when absent, shall be relieved by a qualified replacement. The Contractor shall remove from duty any crewman who, in the opinion of the Contracting Officer, is objectionable or incompetent. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

b. Tank Barges. Tank barges need not be manned unless in the opinion of the Officer in Charge, Marine Inspection Office, US Coast Guard, such manning is necessary for the protection of life and property and for the safe operation of the vessels; provided, however, that towing vessels, while towing barges which need not be manned, shall carry in the regular complement of the towing vessel and shall have on board at all times while towing, at least one licensed officer or certified tankerman (CG 123, para. 35.35-1, 1 Aug 77, or 46 CFR Subchapter D).

c. Fuel Transfer Operations. A sufficient number of crew shall be on duty to perform transfer operations. In the case of unmanned barges, the owners or operators of such barges shall insure that a person holding a valid license as master, mate, pilot, engineer, or a certified tankerman is on duty to perform the transfer operation, which licensed person or certified tankerman shall be considered as the person in charge of the unmanned tank barge (CG 123, para. 35.35-1, 1 Aug 77, or 46 CFR Subchapter D). MVN 385-10R (latest edition), Fuel Oil Transfer form shall be submitted to the Contracting Officer's Representative for each fuel transfer operation.

1.7 DREDGE PRODUCTION COMPUTATION

1.7.1 Basis of Quantity Computation

Refer to paragraph entitled "Acronyms" as needed for a complete list of acronym definitions and paragraph references for the following procedure. Refer to paragraph entitled "Example of Standardized Dredge Production Calculations" for an example calculation based on the following procedure.

a. Hopper Dredge loading shall be defined by trends displayed by the load-displacement chart (LDC). An Example Load Displacement Chart is attached. The LDC consists of time (min) on the long axis and load (LT) on the transverse axis. If the transverse axis shows two different scales for load, the appropriate scale shall be used to read loads on the loading curve. As the bin is loaded, there is an initial steep loading rate. After the bin is initially full, there is some incremental additional loading due to bin materials consolidation and settlement in the bin. This is exhibited by a shallow loading rate which leads into a steady state condition of loading with time. This corresponds to a final compaction of the bin materials due to overburden pressures of the materials.

b. The dredge bin load shall be considered the point during the loading cycle that the hopper bin contains such a quantity of solids that causes overflow and exit of materials from the dredge at the same rate as the inflow materials. This point in time shall be evidenced on the LDC by that point when a reasonably constant recorded load with time starts to occur, or the value shown by the LDC loading curve prior to this point if dredging must cease for the cycle due to reaching the load corresponding to the maximum allowable US Coast Guard vessel draft limit for the dredge 46 CFR Subchapter E (typical of loading heavy materials in dredge-and-haul mode).

c. For very gradual loading of light materials typical of agitation dredging, the bin load shall be defined by the point specified in the following that lies on the loading curve past the initial steep loading slope. In following the procedures described below, refer to the example LDC located at the end of this section. This point shall be considered to be the bin loading point (BLP). The BLP shall be defined by the slope of bin loading (SBL), which shall be the tangent line to the loading curve for an increasing LDC loading trend that is no greater than 2000 long tons/hour (LT/hr). This slope shall be hand drawn in permanent ink on the LDC using a long straight edge. To assist in locating this slope, it is advisable to first draw in a 2000 (LT/hr) slope on the chart in a clear space. The loading curve may show several small incremental increases in load past the initial steep loading slope before steady state agitation production is evident, instead of a idealistic smooth curve. Interpretation may be required to draw the actual slope when the loading curve is not smooth. In this case, two points that approximate the slope of the tangent line to the loading curve may be used. These two points must lie past the initial steep loading slope. The early point chosen shall be based on a 2% time offset of the duration resulting from the straight-line portion of the initial steep loading slope. The following steps shall be followed to find this point:

(1) Score a straight line through both ends of the initial steep loading slope.

(2) Determine the initial steep loading slope time difference (LTD) between these two points.

(3) Compute the offset point (OFP) as follows:

OFP(min) = (0.02) x (LTD (min))

(4) Score a straight line at a time distance of OFP parallel and later than the initial steep loading slope, such that the line scored crosses the declining loading curve in time. The point where the parallel line crosses the declining loading curve in time shall be considered the early reading.

(5) The late reading shall be found by pivoting with a straight edge about the early reading point, such that the late point is found as the tangent on the highest protruding curve in the series of several small incremental increases encountered in the loading curve. Upon establishing these two points, the slope defined by these two points shall be considered the SBL.

(6) The midpoint between the two points chosen for the SBL shall be considered to be the BLP, i.e., the effective end of bin loading for the purposes of making computations in the latter. This midpoint value shall be found as a value located on the original loading curve. Two points on the chart consisting of: (load reading, time reading) shall be selected where the SBL passes through two readable points on the chart grid. The slope shall be computed by the following formula:

$$\text{SBL(LT/hr)} = \frac{\text{(60(min/hr)) x (late load reading(LT) - early load reading(LT))}}{\text{(late time reading(min) - early time reading(min))}}$$

d. These criteria for bin loads shall apply no matter the operational status of the dredge pumps during effective dredging time. Refer to paragraph entitled "Dredge Plant", for definition of dredge pump operational status.

e. The bin load duration (BLD) shall be considered the time period starting from commencement of dredging with the bin empty and clear of dredged materials from the previous load, to the time when the bin load is attained at BLP.

1.7.2 Basis of Reported Dredge Production Quantities

1.7.2.1 Dredge-and-Haul Mode

In this mode, only those materials retained in the hopper bin at the time the dredge reaches bin load, calculated as specified in paragraph entitled "Bin Load Production Computation" shall be reported for dredge-and-haul production. No materials that overflow and exit the bin during dredging and loading in order to attain the bin load shall be considered in the quantity computations.

1.7.2.2 Agitation Mode

The quantity of materials for the cycles completed in this mode shall be reported as those materials achieved in bin loading, calculated in accordance with the requirements contained herein, plus the quantity of

materials calculated as specified in paragraph entitled "Agitation Production Computation".

1.7.3 Dredge Production Instrument Calibration

1.7.3.1 General

Refer to paragraph entitled "Dredge Plant". The Contractor shall calibrate the dredge's LDC and the drag heads upon arrival to the first dredging assignment at the direction and in the presence of the Contracting Officer's Representative. No pay time is due for conducting the initial calibration. Recalibration may be directed at any other time during contract execution as deemed necessary. No re-calibration or adjustments to the calibration controls shall be performed in the absence of the Contracting Officer.

1.7.3.2 Calibration

Calibration of the LDC recorder shall be performed with the dredge lightship in calm waters where ship draft readings are possible. Calibration shall be performed in accordance with the manufacturer's instructions. For calibration, the physical data in the table located in paragraph entitled "Production Data Table" shall respectively apply for the particular location of the dredge during calibration. Physical documentation of the calibration procedures and corresponding printed verification data shall be provided with the Daily Report of Operations for every calibration event.

1.7.3.3 Bin Load Production Computation

The following standardized procedure shall be followed for bin load production reporting as specified herein.

a. The gross light displacement (GLD) of the LDC consists of: the ship's weight; on-board transient loads such as fuel, oil, fresh water, supplies, etc.; and residual bin water. The GLD reading in long tons (LT) of the LDC shall be obtained at the beginning of the dredging cycle prior to bin loading of dredged materials. This reading shall be noted on the chart in permanent ink. For this reading, only residual bin water shall be contained in the bin; any residual dredged materials shall be washed out of the bin prior to this point if such materials remain. Also to be noted in permanent ink on the LDC in the vicinity of these readings on the chart shall be the time, date, and assignment location corresponding to the start of the dredging cycle.

b. At the beginning of the dredging cycle, before loading of the hopper bin commences, soundings shall be obtained fore and aft, port and starboard in the hopper bin corners from the top of the coaming to the top surface of the residual bin water, all in the presence of the Government Inspector. These four soundings shall be taken as the dredge is sailing from the placement area after dumping a load. These measurements shall be read to the nearest foot-and-tenths using a clean and clearly readable steel weighted tape of equal precision as specified herein. All soundings shall be visually verified to be at the top of the water surface, with the tape suspended plumb and not resting on any structural features in the bin.

c. The average of the four residual bin water soundings shall be used to obtain the corresponding residual bin water volume (BWV) in cubic

yards (cy) from the official ullage table of the dredge.

d. Empirical raw water density (RWD) averages for each dredging region are shown in paragraph entitled "Production Data Table", in grams/liter (g/L). The applicable RWD shall be used to compute the weight of the residual bin water for the particular location of the dredge. The residual bin water weight (BWW) shall be calculated as follows:

BWW(LT) = (BWV(cy)) x (RWD(g/L)) x (0.0007525(LT/cy)/(g/L))

e. The corrected light displacement (CLD) of the vessel shall be computed as follows:

CLD(LT) = (GLD(LT)) - (BWW(LT))

f. After loading of the hopper bin has ceased and immediately prior to discharging the bin materials, the LDC shall again be read in LT to obtain the material loaded displacement (MLD).

g. The net bin load (NBL) shall then be calculated as:

NBL(LT) = (MLD(LT)) - (CLD(LT))

h. After loading of the hopper bin has ceased, and immediately prior to discharging the bin materials, bin soundings shall be obtained fore and aft, port and starboard in the hopper bin corners from the top of the coaming to the top surface of the dredged materials slurry (DMS) contained in the bin, all in the presence of the Government Inspector. These four soundings shall be taken as the dredge is sailing to the placement area. These measurements shall be read to the nearest foot-and-tenths using a clean and clearly readable steel weighted tape of equal precision. All soundings shall be visually verified to be at the top of the DMS surface no matter the visually apparent types of materials contained in the bin, with the tape suspended plumb and not resting on any structural features in the bin.

i. The average of the four DMS soundings shall be used to obtain the corresponding dredged slurry volume (DSV) in cubic yards (cy) from the official ullage table of the dredge.

j. The average bin density (ABD) shall be found using:

ABD(g/L) = (NBL(LT)) / {(DSV(cy)) x (0.0007525(LT/cy)/(g/L))}

k. Historical averages for each dredging region of empirical sediment bulk density (SBD) are shown in paragraph entitled "Production Data Table", in grams/liter (g/L). The SBD corresponding to the region that the dredge is located shall be used in the following bin solids ratio (BSR) computation:

BSR = {(ABD(g/L)) - (RWD(g/L))} / {(SBD(g/L)) - (RWD(g/L))}

l. The bin load quantity (BLQ) for the cycle shall be found and reported on the Daily Report of Operations as shown below:

BLQ(cy) = BSR x (DSV(cy))

1.7.3.4 Agitation Production Computation

After the dredge has achieved the bin load as defined herein while working on a dredging assignment where agitation dredging is directed, continued dredging in the same cycle shall be considered to be agitation production. The following standardized procedure shall be followed for agitation production reporting as specified herein.

a. The bin load duration (BLD) for the cycle shall be obtained in hours. The BLD and criteria defining the agitation dredging bin load is described in paragraph entitled "Basis of Quantity Computation".

b. Refer to paragraph entitled "Dredge Plant", for definition of dredge pump operational status. For loading periods where both dredge pumps are performing at standard dredge pump operation as specified herein, the bin loading duration shall be denoted as BLD2. For continuous two-pump loading at standard dredge pump operation, the agitation production rate (APR) shall be computed by the following formula:

APR(cy/hr) = (BLQ(cy)) / (BLD(hr))

c. For dredges having two dredge pumps, for any period during bin loading where only one dredge pump is at standard dredge pump operation, the respective bin loading duration shall be denoted as BLD1. For bin loading where there are periods of both one- and two-pump loading at standard dredge pump operation respectively, the agitation production rate (APR) shall be computed by the following formula:

APR(cy/hr) = (BLQ(cy)) / {(½ x BLD1(hr)) + (BLD2(hr))}

In any case, either one or the other equation for APR shall apply, not both.

d. The duration of agitation dredging (DAD) in hrs shall be obtained as the dredge effective time from the point that bin load as defined herein is achieved, to the point in time that agitation dredging ceases for the cycle. DAD2 shall denote durations where two dredge pumps are working at standard dredge pump operation and DAD1 shall denote durations where only one dredge pump is working at standard dredge pump operation.

e. Provided that the standard dredge pump operation is achieved for both dredge pumps for the duration of the agitation mode of the dredging cycle, the agitation dredging quantity (ADQ) for the cycle shall then be computed as:

ADQ(cy) = (APR(cy/hr)) x ((DAD2)(hr))

f. For dredges having two dredge pumps, for any period during agitation dredging where only one dredge pump is working at standard dredge pump operation, the respective ADQ for such time periods shall be calculated as:

ADQ(cy) = (½ x APR(cy/hr)) x((DAD1)(hr))

In this case, the DAD1 totals from periods where only one dredge pump is working at standard dredge pump operation shall be subtracted from

the total DAD to find the DAD2 for two-pump agitation dredging. The sum of the ADQs for one- and two-pump agitation dredging shall be the aggregate ADQ reported for the dredging cycle.

1.8 EXAMPLE OF STANDARDIZED DREDGE PRODUCTION CALCULATIONS

Given:

- Hopper dredging region is Mississippi River SW Pass Jetty Channel

- Both dredge pumps were operable during bin loading and for 4 hrs of agitation dredging. For an additional two hrs of agitation dredging, only one dredge pump was operable.

- Average bin residual water sounding = 38'-4"

- Average dredged material slurry sounding = 4'-7"

Calculations:

1. 1.7.1.c.

From LDC: Point a = 53.5(min)
Point b = 68.0(min)

Time difference for OFP = 68.0 - 53.5 = 14.5(min)

OFP(min) = (0.02)(14.5(min)) = 0.29(min)

Plot point at time OFP past Point b on LDC.

From LDC: Point c = 70.0(min), 18,200(LT)
Point d = 120.0(min), 19,050(LT

$$\text{SBL(LT/hr)} = \frac{(60(\text{min/hr})]) \times (\text{late load reading(LT)} - \text{early load reading(LT)})}{(\text{late time reading(min)} - \text{early time reading(min)})}$$

$$\text{SBL(LT/hr)} = \frac{(60(\text{min/hr})) \times (19{,}050(\text{LT}) - 18{,}200(\text{LT}))}{(120(\text{min}) - 70(\text{min}))}$$

= 1020(LT/hr) < 2000(LT/hr) => ok.

BLP(min) = ½(120+70) = 95 min on original LDC loading curve.

2. 1.7.3.3.a.

GLD(LT) = 11,300(LT)

3. 1.7.3.3.c.

Use the average bin residual water sounding to obtain the bin water volume (BWV) from the ullage table.

Average bin residual water sounding = 38' 4" => BWV(cy) = 656(cy).

4. 1.7.3.3.d.

Obtain raw water density (RWD) from the Production Data Table located at

end of clause.

Using Miss. River SW Pass Jetty Channel, RWD(g/L) = 1013(g/L)

Residual Bin Water Weight =
BWW(LT) =(BWV(cy)) x (RWD(g/L)) x (0.0007525(LT/cy)/(g/L))
BWW(LT) =(656(cy)) x (1013(g/L)) x (0.0007525(LT/cy)/(g/L))= 500(LT)

5. 1.7.3.3.e.

Corrected Light Displacement = CLD(LT) = (GLD(LT)) - (BWW(LT))
CLD(LT) = 11,300(LT) - 500(LT) = 10,800(LT)

6. 1.7.3.3.f.

Obtain material loaded displacement (MLD) from the LDC.
MLD(LT) = 19,100(LT)

7. 1.7.3.3.g.

Net Bin Load = NBL(LT) = (MLD(LT)) - (CLD(LT))
NBL(LT) = 19,100(LT) - 10,800(LT) = 8300(LT)

8. 1.7.3.3.h. and 1.7.3.3.i.

Use the average dredged material slurry sounding (DMS) to obtain the dredged slurry volume (DSV) from the ullage table.

MS = 4' 7" => DSV(cy) = 8402(cy)

9. 1.7.3.3.j.

Average Bin Density = ABD(g/L) = (NBL(LT))/{(DSV(cy))X(0.0007525 (LT/cy)/(g/L))}

ABD(g/L)=(8300(LT))/{(8402(cy))x(0.0007525(LT/cy)/(g/L))}= 1313(g/L)

10. 1.7.3.3.k.

Obtain sediment bulk density (SBD) from the Production Data Table.
Using Miss. River SWP, SBD = 1598(g/L)

Bin Solids Ratio = BSR
= {(ABD(g/L)) - (RWD(g/L))} / {(SBD(g/L)) - (RWD(g/L))}
BSR = (1313(g/L) - 1013(g/L)) / (1598(g/L) - 1013(g/L)) = 0.5128

11. 1.7.3.3.l.

Bin Load Quantity = BLQ(cy) = BSR x (DSV(cy))
BLQ(cy) = 0.5128 x 8402(cy) = 4309(cy)

12. 1.7.3.4.b.

Obtain bin load duration (BLD) from the LDC. For loading periods where both dredge pumps are performing at standard operating RPMs, the bin loading duration shall be denoted as BLD2.

BLD2(hr) = (41.5(min))(1 hr/60 min) = 0.692(hr)

Agitation Production Rate for two-pumps operable = APR(cy/hr) = (BLQ(cy))/(BLD(hr))
APR(cy/hr) = 4309(cy) / 0.692(hr) = 6227(cy/hr)

NOTE: The APR for one-pump agitation is non-applicable in this cycle.

13. 1.7.3.4.d.

Duration of Agitation Dredging where only one dredge pump is operational = DAD1(hr) = 2 hrs

Duration of Agitation Dredging where two dredge pumps are operational = DAD2(hr) = 4 hrs

14. 1.7.3.4.e.

Agitation Dredging Quantity = ADQ [cy]
={(APR(cy/hr))x(DAD2(hr))} + {(½ x APR(cy/hr))x(DAD1(hr))}

ADQ(cy) = (6227(cy/hr) x 4(hr)) + (½ x 6227(cy/hr) x 2(hr))
= 24,908 + 6227 = 31,135(cy)

15. 1.7.2

Total cycle dredging quantity
= bin load quantity + agitation mode quantity
= 4309 + 31,135 = 35,444(cy/cycle)

BLQ + ADQ (2-pump) + ADQ (1-pump) = 0.692 + 4 + 2 = 6.69(hr/cycle)

Commentary.

1. Assume 0.5(hr) to sail to/from dump site and dump load.

2. Hourly production rate
= 35,444(cy)/(6.69 + 0.5(hr)) = 4930(cy/hr)

3. If the hopper dredge has 24 hrs effective dredging time per day, the estimated daily agitation mode production rate is:
(4930(cy/hr))(24(hr)) = 118,320(cy/day)

(This figure automatically includes the bin load quantity dredged and dumped each cycle as a part of the dredge's work accomplished while in agitation mode.)

1.9 EXAMPLE ECONOMIC BIN LOAD CALCULATIONS

This example will compare the actual time used to fully load the hopper for one load obtained during a specified assignment against the same load using the economic bin load (EBL) pump time. Attached is an Example Economic Bin Load Chart.

Procedure:

- Hopper dredging region is Mississippi River SW Pass Jetty Channel
- Both dredge pumps were operable during bin loading
- The dredging assignment is from 10.6 BHP to 11.9 BHP

- The initial analyzed load cycle time is 2 hours 49 minutes
- The initial pump time is 2 hours 4 minutes

The total cycle time for the load analyzed is 2 hours and 49 minutes

The initial pump time for the load analyzed is 2 hours and 4 minutes

Calculations for 70 min Pump time:

1. Obtain the Raw Water Density (RWD) from the Production Data Table.

Using Mississippi River SW Pass Jetty Channel, RWD(g/L) = 1,013

2. Obtain the Sediment Bulk Density (SBD) from the Production Data Table.

Using Mississippi River SW Pass Jetty Channel, SBD(g/L) = 1,598

3. Obtain the Gross Light Displacement (GLD) from the load displacement chart.

GLD(LT) = 5,740

4. Obtain the Material Loaded Displacement (MLD) from the load displacement chart.

MLD(LT) = 10,760

5. Use the average dredged material density slurry sounding to obtain the Dredged Slurry Volume (DSV) from the ullage table.

DSV(cy) = 4,953

6. Use the average bin residual water sounding to obtain the Bin Water Volume (BWV) from the ullage table.

BWV(cy) = 105.31

7. Obtain the Residual Bin Water Weight (BWW)

BWW(LT) = (BWV(cy)) x (RWD(g/L)) x (0.0007525(LT/cy)/(g/L))
BWW(LT) = (105.31(cy)) x (1,013(g/L)) x (0.0007525(LT/cy)/(g/L))
BWW(LT) = 80

8. Obtain the Corrected Light Displacement (CLD)

CLD(LT) = (GLD(LT)) - (BWW(LT))
CLD(LT) = (5,740(LT)) - (80(LT))
CLD(LT) = 5,660

9. Obtain the Net Bin Load (NBL)

NBL(LT) = (MLD (LT)) - (CLD(LT))
NBL(LT) = (10,760(LT)) - (5,660(LT))
NBL(LT) = 5,100

10. Obtain the Average Bin Density (ABD)

ABD(g/L) = (NBL(LT)) / {(DSV(cy)) x (0.0007525(LT/cy)/(g/L))}
ABD(g/L) = (5,100(LT)) / {(4,953(cy)) x (0.0007525(LT/cy)/(g/L))}
ABD(g/L) = 1,368

11. Obtain the Bin Solids Ratio (BSR)

BSR = {(ABD(g/L)) - (RWD(g/L))} / {(SBD(g/L)) - (RWD(g/L))}
BSR = {(1,368(g/L)) - (1,013(g/L))} / {(1,598(g/L)) - (1,013(g/L])}
BSR = 0.6068

12. Obtain the Bin Load Quantity (BLQ)

BLQ(cy) = BSR x (DSV(cy))
BLQ(cy) = 0.6068 x (4,953(cy))
BLQ(cy) = 3,005

13. Determine the minutes per load

Load time(min) = Initial Cycle Time(min) - Initial Pump Time(min) + New Pump Time(min)
Load time(min) = 169(min) - 124(min) + 70(min)
Load time(min) = 115

14. Determine the number of loads obtainable in 1 hour

Loads obtained in 1 hr.(ea.) = (1(hr)) / ((Original Cycle Time - (Original Pump Time - New Pump Time))(min))/60(min))
Loads obtained in 1 hr.(ea.) = (1(hr)) / ((169 - (124 - 70))(min) / 60(min))
Loads obtained in 1 hr.(ea.) = 0.522

15. Determine the number of loads obtainable in 24 hr period

Loads obtained in 24 hrs.(ea.) = Loads in obtained in 1 hr.(ea.) x 24
Loads obtained in 24 hrs.(ea.) = 0.522(ea.) x 24
Loads obtained in 24 hrs.(ea.) = 12.522

16. Determine the cubic yards obtainable for 24 hours

cy = (BLQ(cy)) x (Cycles obtained in 24 hrs.(ea.))
cy = (3,005(cy)) x (12.522(ea.))
cy = 37,628

17. Determine the cubic yards obtainable per hour

cubic yards per hour = (cy) / (24(hr))
cubic yards per hour = (37,628(cy)) / (24(hr))
cubic yards per hour = 1,568

18. Determine the economic bin load (EBL)

EBL = pump time that yields the highest cubic yards per hour
EBL = 1,568(cy/hr)

1.10 HOPPER LEAKAGE TEST

Should it be determined the dredge is indicating a loss of dredged material due to leakage, the dredge will be required to perform a Hopper Leakage Test. The dredge will be required to complete the following testing

procedures:

a. Put overflow in highest position

b. Empty hopper to lowest possible level

c. Lower dragarms to 20 feet

d. Begin pumping water through dragarms

e. Stop pumping once the water reaches the overflow

f. Record the volume of water in the hopper

g. Wait one hour and record the volume of water in the hopper again

In order for the dredge to pass the test and begin/resume work, it must have no more than a 5% loss in the maximum hopper volume achieved during the test in a one hour period. Should the dredge have more than a 5% loss in volume over a one hour period, it is considered to fail the test and will be on 0% pay time until the leak is repaired. This test may be performed again at anytime during the contract when an indication of leakage exists.

PART 2 PRODUCTS

Although listed under PART 2 PRODUCTS, the equipment described herein remains the property of the Contractor at all times.

2.1 PLANT

Plant shall be kept in condition for efficient work at all times. Award of this contract shall not be construed as a guarantee by the Government that the plant that the Contractor intends to use is adequate for the performance of the work. No reduction in the capacity of the dredge plant shall be made except by prior written permission of the Contracting Officer.

If the Contracting Officer determines that any item of plant, or any part thereof:

Is inadequate for the service required;

Is not being operated at full capacity;

Has become unserviceable or incapable of efficient work; or

Is not being effectively operated because of insufficient numbers, qualifications, or expertise of crew;

Then the Contracting Officer shall notify the Contractor in writing of his decision. The Contractor shall then replace any unsatisfactory plant and correct any defects, including incompetent crew.

The Government will not be responsible for the dredge and attendant plant or any damage thereto during the period of the contract. The Contractor shall release the Government, and its officers and agents, from responsibility for damages ordinarily covered by fire and marine insurance.

2.1.1 Dredge Plant

a. The hopper dredge shall be of the self-propelled, trailing suction type, equipped with the number of trailing suction pipes (dragarms) designated in the chart below entitled "Theoretical Hopper Dredge Production Rates (cy/day)", each of which has its own dredge pump.

b. Theoretical hopper dredge production rates for this contract are based on production rate tests that are correlated to documented dredge-and-haul and agitation production rates of the retired Government Dredge LANGFITT. The theoretical production rates for each dredge class shown in the table below have been developed based on this method. Refer to paragraph entitled "Production Rate Test", for conditions that may affect contract dredging rates and payment hours.

THEORETICAL HOPPER DREDGE PRODUCTION RATES (cy/day)						
Bid Lot #	Pump Inside Diameter (inches)	Hopper Size (cubic yards)	Number of Drag Arms	Dredge & Haul Production All Projects	Agitation Production	
					SW Pass (cy/day)	Calcasieu (cy/day)
1	34.0	14,788	2	89,638	219,124	246,514
2	38.0	12,430	2	85,383	217,037	244,166
3	33.5	9,400	2	64,729	164,890	185,502
4	39.37	8,300	1	49,677	121,028	136,157
5	31.5	6,540	2	46,978	125,107	140,746
6	30.0	4,815	2	45,029	135,530	152,471
7	27.0	3,600	2	36,435	130,153	146,422
8	26.0	4,000	2	34,095	95,227	107,129

c. The dredge shall be capable of dredging in water depths ranging from 30 feet to 61 feet and in river currents of up to five knots. It shall have twin propellers and sufficient propulsion power to dredge upstream at a minimum speed of two knots against a current of five knots. The speed of the dredge in still water with the hopper fully loaded and dragarms raised shall be at least nine knots.

d. The dredge must be capable of dredging in either the agitation mode or dredge-and-haul mode, and must possess the ability to convert from one mode to the other at the jobsite. Agitation dredging must be accomplished by means of discharging from the dredge pumps into the hopper, with overboard disposal from the hopper at or above the water surface. The Contractor will be allowed to perform agitation dredging by pumping directly overboard (bypassing the hopper) only if prior approval is obtained from the Contracting Officer.

e. The dredging method to be used will be directed by the Contracting Officer, and may be changed at any time by issuing a new or amended

assignment. Dredges whose sole means of disposal in the agitation mode is by overboard discharge below the water surface are not acceptable.

f. A rigid sea turtle draghead deflector shall be installed on the dredge prior to the start of work, and remain installed during all hopper dredging activities performed on the Calcasieu River Bar Channel, as described in Section 01 57 20.00 10, paragraph entitled "Sea Turtle Deflector Requirements". The Contractor shall submit a detailed drawing outlining the actual dimensions for the deflectors for approval by the Contracting Officer prior to commencement of dredging.

(1) The sea turtle deflector shall be designed so that the bottom surface of the deflector is parallel with the bottom of the channel at the required dredging depth.

(2) The water intake ports on the top of the draghead shall be screened with metal elliptical cages, or other suitable means to exclude sea turtles from entering. All screens or cages shall have four inch by four inch or smaller openings. The use of scraper blades attached to the dragheads will be allowed.

(3) The sea turtle deflector device, when installed, shall be maintained in operational condition during the entire dredging operation.

(4) The sea turtle deflector device shall be approved by the Contracting Officer prior to commencement of dredging operations. Two sketches outlining the minimum dimensional criteria for the deflectors are attached at the end of this section. The sketches are titled "Plan View - Rigid Sea Turtle Deflector" and "Elevation View - Rigid Sea Turtle Deflector". The Contractor shall submit a detailed drawing outlining the actual dimensions for the deflectors for approval by the Contracting Officer prior to commencement of dredging.

(5) The bottom surface of the draghead, i.e. the part of the draghead that comes in contact with the bottom, shall not contain a screen that is added to the draghead to prevent large debris from entering. If the draghead were to injure or kill a sea turtle, a screen may prevent the injured or killed sea turtle from entering the draghead.

(6) Use of a slot-faced type of sea turtle deflector shall not be allowed.

g. Screen structure(s) as described in Section 01 57 20.00 10, paragraph entitled "Sea Turtle Monitoring Equipment" shall be available on the dredge as part of the normal operating equipment.

h. Dredge pumps shall be considered to be operable if respective pumps are maintained at the brake horsepower and corresponding engine RPM's (during dredging operations) applied to each pump impeller at rated drive of the prime mover, as reported in accordance with the specifications on the Hopper Dredge and Attendant Plant Data Sheet located at the end of this section. This shall be termed herein as standard dredge pump operation. Any dredge pumps not performing at standard dredge pump operation while dredging shall immediately be repaired and returned to performance at standard dredge pump operation. Refer to paragraph entitled "Dredging and Option Dredging

Items", for pump operational status effects on fractional pay time.

i. The Contractor shall submit both a hard copy and an electronic version of the manufacturer's pump curve for each pump to be used during the project within five calendar days after issuance of Notice to Proceed. This includes the dredge's main pump, ladder pump if applicable and booster pump(s) if applicable. If the Contractor requests a substitution of plant or addition of plant during the contract, the pump curve(s) of the substituted plant or the additional plant must be submitted at the time of the request. Each pump curve submitted shall be clearly designated with the dredge's name, contract number, pump function (main pump, ladder pump, or booster pump, etc.) pump HP and RPM's. The pump curve shall consist of the pump's performance for water plotted against hydraulic head and discharge velocity and GPM's. A Sample Manufacturer's Performance Curve is included at the end of this section. One copy of this information shall be sent to the USACE Office and address listed in paragraph entitled "Reports".

j. The dredge shall have a load-displacement chart recorder capable of measuring and recording the vessel load in long tons, for the full range of possible loads of the dredge. Daily recordings shall be automatically made in dark ink on new and clean chart scrolls and turned in with the Daily Report of Operations. The Contractor shall maintain adequate supplies to operate and maintain the functionality of the chart recorder for the contract duration. All hopper bin loads shall be measured using the calibrated load-displacement chart.

k. The dredge shall have on board an official and current ullage table for the dredge, certified by a licensed professional marine surveyor for the existing configuration of the hopper bin. The ullage table shall show a bottom-to-top volume in the hopper bin at various levels corresponding to soundings in the bin, measured from the top of the bin coaming downward into the bin. In other words, the maximum possible sounding value shall correspond to zero volume and the minimum possible sounding value shall correspond to the maximum possible bin volume. The ullage table shall display these bin volumes in cubic yards for every foot-and-tenths increment for the full range of possible bin soundings. A copy of the ullage table shall be submitted to the USACE office and address listed in the paragraph entitled "Distribution of Reports" within five calendar days after issuance of Notice to Proceed. If the Contractor requests a substitution of plant or addition of plant during the contract, the ullage table of the substituted plant or the additional plant must be submitted at the time of the request.

l. The Contractor shall have on the dredge a clearly readable steel weighted tape with measurements shown in foot-and-tenths, capable of measuring the full depth in the hopper bin from the bin coaming. The weight for this tape shall be a 6-in.diameter disk weighing 2-lb 2-oz.

m. The hopper dredge shall be equipped with on board capabilities such as water jets, fixed water nozzles, or manually operated water hoses with minimum diameter hoses of 2.5 inches to wash out any residual dredge material as stated in paragraph entitled "Bin Load Production Computation".

2.1.2 Dredge Attendant Plant

Attendant plant shall be composed of any launches, barges, or other auxiliary plant as may be required for operation under these specifications. Motorized lifeboats are not considered attendant plant. If present, they are considered as part of the dredge safety equipment. The attendant plant shall be maintained in good condition and shall be of sufficient size and capacity to efficiently serve the dredge. No separate payment will be made for additional attendant plant provided by the Contractor for its own convenience in performing the work.

2.1.3 Navigation Radar

The dredge and survey boat shall be equipped with navigation radar for use in inclement weather and at night. All radar equipment used under this contract shall be installed so that it will continue functioning on battery power in the event of generator failure. Any additional attendant plant to be operated at night must be radar-equipped as well. No separate payment will be made for radar equipment. The Contractor shall include any and all costs for radar equipment in the contract prices for items of work to which the work is incidental thereto.

2.1.4 Depthsounders

The dredge must be fitted with an efficient electronic depthsounder in accordance with U.S. Coast Guard regulation 46 CFR 96.27-1. The Contracting Officer's Representative shall be present at all depthsounder calibrations. The speed of sound calibration method will be approved by the Contracting Officer's Representative. A calibration shall be performed at the start of each day, when the vessel moves to another survey locale and after any maintenance is performed on the depthsounder (to include chart paper replacement). Once the calibration is complete, no speed of sound adjustments shall be made until the next calibration. The depthsounder shall be calibrated at a depth equal to 80% of the maximum expected survey depth or at a depth of 40 ft. (whichever is less). The analog chart paper recording of the calibration shall be provided to the Contracting Officer's Representative.

2.1.5 Services to be Furnished to the Government

a. The Contractor shall be required to furnish, on the request of the Contracting Officer or any inspector:

(1) The use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the floating plant, as may be reasonably necessary in inspecting and supervising the work;

(2) Suitable transportation between the worksite and all points on shore designated by the Contracting Officer, by means of the survey boat described in Section 35 01 50.73, paragraph entitled "Survey Boat".

b. Equipment which fails to perform because of insufficient power or other mechanical difficulties or due to inexperienced operators shall be replaced, or the operator replaced, as appropriate, within 12 hours after the Contractor is directed to do so.

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 will be deducted from any amounts due or to become due the Contractor.

2.1.6 Dredge Physical Data

Dredge physical data is required for submittal in the data sheet located at the end of this section. If any of the data submitted in the plant data sheet changes during the execution of the contract, the Contractor shall submit new data to the Government within 48 hours, showing the changes made to the equipment, along with the date the changes were made.

2.1.7 Substitution of Plant

Substitution of the dredge may be allowed provided the Contractor furnishes written justification, the Contracting Officer agrees in writing to the substitution, and the following conditions are met:

a. The substitute dredge meets all of the requirements of this contract and that the Contractor submits clear evidence that the substitute dredge performs at the rate set forth in the table on work similar to that of this contract located in paragraph entitled "Dredge Plant".

b. The Government is reimbursed all costs in connection with inspection of the substitute dredge, if such is required.

c. The substitute dredge is delivered to the worksite before the original dredge is shut down and moved off the worksite. This requirement does not apply to substitutions made during release periods.

d. If the substitute dredge does not fit the same bid lot as the original dredge, then rates for the substitute dredge will be computed separately for the dredging payment Items as follows:

$$\text{Substitute Dredge Hourly Rate} = \frac{\text{(Original Base Item Estimated Quantity) x (Original Base Item Unit Price)}}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for Substitute Dredge}}$$

The remaining hours, if any, on the Basic Payment Items will be prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remains unchanged.

e. Mobilization and demobilization costs for the substitute dredge shall be borne by the Contractor.

f. The dredge quality management system shall be fully operational at the start of dredging for the substitute dredge. The same requirements for the silent inspection system for the original dredge shall apply to the substitute dredge.

g. Payment will resume for the substituting dredge:

(1) If the dredge returns to an assignment in the same dredging region, when dredged material starts flowing into the hopper; or

(2) If the dredge returns to an assignment in a different dredging region, when the dredged material starts flowing into the hopper at the new assignment.

2.1.8 Addition of Plant

a. At the Contractor's option and with the approval of the Contracting Officer, an additional hopper dredge or dredges with attendant plant may work simultaneously with the primary hopper dredge and its attendant plant provided the criteria below is met.

(1) Whenever two or more dredges are approved for simultaneous work on the contract, the dredge representing the specific "Lot" from which the Contractor submitted the bid on will be considered the primary dredge.

(2) The Contractor shall submit clear evidence that the additional dredge(s) can perform at the rate set forth in the table located in paragraph entitled "Dredge Plant" on work similar to that of this contract.

(3) The additional dredge(s) shall provide its own attendant plant as described in paragraph entitled "Dredge Attendant Plant" at no additional costs to the Government.

(4) The additional dredge(s) shall provide its own survey equipment as described in Section 35 01 50.73, paragraph entitled "Survey Equipment" at no additional costs to the Government.

(5) In the event draghead deflectors are deemed necessary by the Government for continued dredging operations, the Contractor shall be required to bear the cost of installing draghead deflectors on the additional dredge(s).

(6) The additional dredge(s) shall conform to the same environmental requirements of the primary hopper dredge.

(7) The dredge quality management system shall be fully operational at the start of dredging for the additional dredge(s). The same requirements for the dredge quality management system for the primary dredge shall apply to the additional dredge(s).

b. Furthermore, the following conditions will apply to the additional dredge(s).

(1) No payment will be made for mobilization and demobilization to/from the dredging region(s) for the additional dredge(s).

(2) Pay Time Hours:

(a) The additional dredge(s) will be paid only for 100% Pay Time. Time classified as 80%, 75%, 60%, 48%, 45%, 35%, and 21% will be considered 0% pay time and will not be paid for.

(b) If the Government requests the addition of plant, the additional dredge will be paid per paragraph 1.2.2.1 entitled "Unit of Measure". Travel time to move the additional dredge to the required dredging region will be paid at 80% Pay Time Hours.

(3) If the additional dredge(s) is not the same bid lot size as the primary dredge, payment for the additional dredge(s) will be determined using a rate computed as follows:

Additional Dredge Hourly Rate =
(Original Base Item Estimated Quantity) x (Original Base Item Unit Price)
Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for Additional Dredge

(4) Upon commencement of dredging operations by the additional dredge(s), the remaining hours on the basic payment items will be prorated to each dredge so that total contract payments will remain unchanged. If applicable, option dredging payment hours will also be prorated separately so that the total contract payments for the exercised options will remain unchanged.

2.2 GAGES

a. Staff gages or recording gages are present in each dredging region, which indicate the water surface elevation. The locations of the appropriate gages will be provided by the Contracting Officer at the pre-work conference. These gages shall be read a minimum of twice a day, while dredging or surveying is performed, at the direction of the Contracting Officer.

b. The gage for the Calcasieu River is located at the Lake Charles Pilots dock two miles southwest of Cameron, LA. Gage 73650 "Cameron" is located at lat/long 29.77580550, -93.34791660.

0.0' gage = 0.0' NAVD88 (2009.55) = 1.3' MLLW = 2.3' MLG

c. The following staff gages shall be used for the Southwest Pass dredging region.

Gage ID	Gage Name	Gage Location and Description	Gage Correction to MLLW, ft
01480	Mississippi River at Venice	Staff gage located at USACE slip on piling. Gage ID is shown on gage. X=3,912,498, Y=286,266	(-) 0.53
01525	Mississippi River at Pilottown	Staff gage located at Pilottown on helipad. Gage ID is shown on gage. X=3,942,850, Y=252,776	(-) 0.70
01545 OD	Mississippi River at Head of Passes (WH-7)	Staff gage located on WH-7 wing dam dike. Gage ID is shown on gage. X=3,945,280, Y=240,100	(-) 0.32
01545	Mississippi River at Head of Passes	Staff gage is located on a piling leading to a wooden light tower. X=3,947,083, Y=236,556	(-) 0.47

Gage ID	Gage Name	Gage Location and Description	Gage Correction to MLLW, ft
01575	Southwest Pass at Mile 7.5	Staff gage located on Light 21 structure. Gage ID is shown on gage. X=3,926,982, Y=209,928	(-) 0.27
01625	Southwest Pass at Light 14	Staff gage located on Light 14 structure. Gage ID is shown on gage. X=3,914,435, Y=188,128	(-) 0.02
01670	Southwest Pass at East Jetty	Staff gage located on piling at downstreamend of Pilot Station walkway. Gage ID is shown on gage. X=3,896,988, Y=162,413	0.31

Note: The gage corrections shall be added to the gage readings to adjust them to MLLW.

d. The gages for the Mississippi River Crossings are not set to LWRP (NAVD88). The required actual depths are determined as the water surface elevation plus the project depth, plus the gage correction to LWRP (NAVD88). The required actual depths are determined as the water surface elevation plus the project depth, plus the gage correction to LWRP (NAVD88). Linear interpolation between gages may be required to determine the water surface elevation for each crossing. The following gages shall be used.

Gage ID	Gage Name	River Mile	Gage Correction to LWRP (NAVD88), ft
01080	Knox Landing	313.7 (RDB)	-14.88
01120	Red River Landing	302.4 (RDB)	-14.06
01160	Baton Rouge	228.4 (RDB)	-3.21
01220	Donaldsonville	173.6 (RDB)	-2.28
01260	Reserve	138.7 (LDB)	-1.76
01300	Carrollton	102.8 (LDB)	-1.56

e. The Contractor shall furnish a Hazen or compatible remote, automatic recording tide gage that may be monitored aboard the dredge. However, it shall be understood that this gage is not to be used for reducing surveys of the channel.

f. This information is provided to comply with the requirements outlined in EM 1110-2-6056, Standards and Procedures for Referencing Project Elevation Grades to Nationwide Vertical Datums. This engineering manual was released in response to IPET Lessons Learned, in order to address datum and project control issues.

The project benchmark(s) referenced below have been incorporated into the National Spatial Reference System database:

(1) CALCASIEU RIVER BAR CHANNEL PROJECT BENCHMARK

Calcasieu River at Cameron

DESIGNATION: 876 8094 E TIDAL
PID: DJ9387
LAT/LON: N 29 46 05.85405 W 093 20 29.04536 NAD83 (NA2011)
NORTH/EAST: N 466,812.80 E 2,643,771.70 SPC LA S (US feet)
ELEVATION: 4.56 feet NAVD88 (2009.55)
ELEVATION: 6.86 feet MLG
MARKER: FLANGE-ENCASED ROD
STAMPING: 8094 E 2004
DESCRIPTION: TO REACH FROM THE JUNCTION OF LA-27 AND DAVIS ROAD IN CAMERON, GO 2.55 MI SOUTH ON DAVIS ROAD TO THE BOAT RAMP AREA AND THE MARK ON THE NORTH SIDE NEAR ENTRANCE. MARK IS 91 FT NORTHWEST OF DAVIS ROAD CENTERLINE, 42 FT NORTH OF THE BOAT RAMP PARKING AREA, 18 FT SOUTH OF TOP OF BANK, 3.75 FT SOUTH OF A WITNESS POST AND 3.5 FT EAST-SOUTHEAST OF SECURITY TIE DOWN.

(2) SOUTHWEST PASS PROJECT BENCHMARK

Mississippi River at Venice

DESIGNATION: 876 0849 A TIDAL
PID: AT1390
LAT/LON: N 29 16 00.52795 W 089 21 10.35484 NAD83 (2011)
NORTH/EAST: N 284,325.15 E 3,912,287.82 SPC LA S (US feet)
ELEVATION: 1.53 feet NAVD88 (2009.55)
MARKER: BENCH MARK DISK
STAMPING: 0849 A 1985
DESCRIPTION: THE STATION IS LOCATED IN VENICE, 8 MILES SOUTH SOUTHEAST OF BURAS, AT THE END OF HWY. 23 ON A GRAVEL ROAD LEADING TO NEW CONSTRUCTION AT THE TIME OF RECON AND A RED AND WHITE TOWER. (LOCATION OF NEW BUILDING WILL BE A WILDLIFE AND FISHERIES HEADQUARTER). OWNERSHIP- PLAQUEMINES PARISH. TO REACH THE STATION FROM THE INTERSECTION OF THE POST OFFICE AND HWY. 23 GO SOUTHEAST ON HWY. 23 FOR .9 MILES TO A CURVE TO THE RIGHT, GO AROUND CURVE TO A CROSS ROAD (JUMP BASIN RD.), TURN LEFT FOR .05 MILES TO A SHELL ROAS TO RIGHT (OFFSHORE SHIPYARD RD.) TURN RIGHT AND GO SOUTHEAST FOR .15 MILES TO A MARK ON THE LEFT ALONG A FENCE LINE JUST BEFORE ENTERING INTO A GATE. 23.7 M NORTH FROM THE NORTH 1 OF 2 YELLOW KEYPAD SUPPORT POSTS, 13.7 M EAST FROM A RED FIRE HYDRANT, 8.0 M NORTHEAST FROM THE CENTER OF A GRAVEL ROAD, 1.0 M NORTHEAST FROM A METAL POST WITH WITNESS SIGN ATTACHED, 0.5 M FROM A CARSONITE WITNESS POST, AND 0.3 M BELOW THE LEVEL OF THE GROUND.

2.3 COMMUNICATIONS EQUIPMENT

The Contractor shall furnish and maintain the following communications equipment for the dredge, throughout the period of the contract. Final approval of the plant will not be made until this equipment is installed and in good working order.

2.3.1 Cellular Telephone

The Contractor shall provide a portable cellular telephone aboard the dredge, with two rechargeable power packs and all necessary recharging equipment and cables. The telephone shall be available for official use by

the Government inspectors on a 24-hour per day basis to exclusively conduct Government business and emergency calls.

2.3.2 Satellite Telephone

The Contractor shall provide functioning 24-hour satellite telephone service with voice and facsimile capability aboard the dredge. The satellite telephone service shall have, as a minimum, voice capability of 4.8 kb/s (kilobytes per second) voice coding and fax speed of 2.4 kb/s. The satellite telephone shall be made available for official use by the Government inspectors on a 24-hour per day basis to exclusively conduct Government business and emergency calls.

2.3.3 Marine VHF-FM Radio

The Contractor shall furnish and maintain one VHF-FM ship's radio transceiver for the dredge, with power not in excess of 25 watts, and output of at least 15 watts on the maritime frequencies of 156.800 (Channel 16) and 156.375 (Channel 67) MHz 16F3 emission, with plus or minus 5 KHz at 100% modulation. Marine radio equipment shall be operated in accordance with applicable FCC regulations.

2.3.4 Automatic Identification System (AIS)

The dredge shall be equipped with an Automatic Identification System (AIS) in accordance with the Code of Federal Regulations, 33 CFR 164, reference the note to 164.46(a). The system shall be operable at all times throughout the contract period. For further information, go to: http://edocket.access.gpo.gov/cfr_2005/julqtr/pdf/33cfr164.46.pdf.

PART 3 EXECUTION

3.1 LOCATION AND DESCRIPTION OF WORK

a. The dredge will primarily be used for maintenance dredging operations in the location described in paragraph entitled "Primary Dredging Region". Other locations are possible, as described in paragraph entitled "Secondary Dredging Regions".

b. The work shall consist of removal and satisfactory disposal of material from the navigation channel(s) as directed by the Contracting Officer. The materials to be dredged may consist of trash, roots, rip rap, gravel, sand, silt, mud, clay and may include debris such as logs, rope, chain, cable, old piles, etc.

c. Some portions of the designated disposal areas may be too shallow for the dredge to safely navigate. The Contractor shall be responsible for locating a safely usable portion of the disposal area through an independent survey to be obtained by the Contractor. Disposal of material outside of the designated disposal areas shall be handled as per the provisions of the clause entitled "Obstruction of Navigable Waterways" (DFARS 252.236-7002) located in the Section 00700.

d. The Contractor shall record the x and y coordinates of the dredge's location, immediately before and after placing a load of dredged material at a given designated disposal area. A printout of this data shall be supplied daily with the Mate's Log to the Government Inspector.

e. The authorized dimensions are listed in the Primary Dredging and

Secondary Dredging Region paragraphs of this section. Advance maintenance dredging below the authorized dimensions may be required. If advance maintenance is required, then the dimensions will be specified in the dredging assignments. Structures and utilities may exist within a dredging assignment. The Contractor shall verify that dredging areas are clear of structures and utilities prior to working in the vicinity of the structures or utilities. For further information concerning dredging dimensions near structures and utilities, refer to paragraph entitled "Working in the Vicinity of Structures and Utility Crossings".

3.2 ORDER OF WORK

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

b. Assignments will be determined by the Administrative Contracting Officer and will be given to the Contractor. Assignments may be changed at any time without any prior notice. The Contractor may be required to stop work at any time without completing an assignment.

c. The Contractor shall endeavor to meet the schedule of dredging operations as determined by the Contracting Officer. Operations shall be performed 24 hours a day, seven days a week, including those days which have been declared by Congress to be legal holidays for per diem employees of the Federal Government.

3.3 PRIMARY DREDGING REGION

It is anticipated that the dredging assignments will be principally in the region described below. Other dredging assignments are possible in other regions, which are described in paragraph entitled "Secondary Dredging Regions". Dredging coordinates shall be provided with each new dredging assignment.

3.3.1 Calcasieu River Bar Channel, Louisiana

The authorized dimensions of the Calcasieu River Bar Channel are -43 feet Mean Lower Low Water (MLLW) by 800 feet wide from the end of the rock jetties (Mile -1.7) through the end of the bar channel (Mile -31.97). The specified elevation in the dredging assignment will not exceed 2 feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government. See the attached Calcasieu River Bar Channel Plates at the end of this section.

a. Reference Information. The Calcasieu River Bar Channel is 32.0 miles in length and is divided into three tangents (all in NAD 83) as follows:

(1) Tangent No. 1 runs from station 0+00 (approximately mile -1.7) at the end of the jettied channel, to PI station 430+62 (approximately mile -9.84). The true azimuth of this tangent is 171 degrees, 49 minutes, 23.0 seconds and the grid azimuth is 172 degrees, 49 minutes, 36.5 seconds. The coordinates of station 0+00 are x = 2,643,799 and y = 457,568, Lambert; those of P.C. station 415+51 are x = 2,648,987 and y = 416,343, Lambert.

(2) Tangent No. 2 runs from PI station 430+62 (approximately mile -9.84) to station 924+79.3 (approximately mile -19.20). The true azimuth of this tangent is 141 degrees, 36 minutes, 47.6 seconds with a grid azimuth of 142 degrees, 36 minutes, 26.4 seconds. The coordinates of PT station 445+73 are x = 2,650,120 and y = 413,579, Lambert, and the coordinates of PC station 906+03 are x = 2,678,073 and y = 377,008, Lambert.

(3) Tangent No. 3 runs from station 924+79.3 (approximately mile -19.20) to station 1597+67.5 (approximately mile -31.76). The true azimuth of this tangent is 179 degrees, 11 minutes, 11.3 seconds, and the grid azimuth is 180 degrees, 07 minutes, 56.1 seconds. The coordinates of PT station 943+55.5 are x = 2,679,250 and y = 373,515, Lambert; those of station 1597+67.5 are x=2,679,099 and y = 308,104, Lambert.

Disposal areas are listed below.

Disposal Site No. 1:

LATITUDE	LONGITUDE	NAD 83 STATE PLANE GRID	
		X	Y
29° 44' 31" North	93° 20' 43" West	2,642,326.49	457,336.45
29° 39' 45" North	93° 19' 56" West	2,645,964.72	428,379.64
29° 39' 34" North	93° 20' 46" West	2,641,534.65	427,345.97
29° 44' 25" North	93° 21' 33" West	2,637,908.74	456,808.19

Disposal Site No. 2:

LATITUDE	LONGITUDE	NAD 83 STATE PLANE GRID	
		X	Y
29° 37' 50" North	93° 19' 37" West	2,647,438.45	416,736.14
29° 37' 25" North	93° 19' 33" West	2,647,747.45	414,205.16
29° 33' 55" North	93° 16' 23" West	2,664,154.69	392,708.48
29° 33' 49" North	93° 16' 25" West	2,663,967.82	392,105.51
29° 30' 59" North	93° 13' 51" West	2,677,281.29	374,708.53
29° 29' 10" North	93° 13' 49" West	2,677,275.59	363,697.09
29° 29' 05" North	93° 14' 23" West	2,674,262.67	363,242.02
29° 30' 49" North	93° 14' 25" West	2,674,260.86	373,748.49
29° 37' 26" North	93° 20' 24" West	2,643,248.73	414,384.75

LATITUDE	LONGITUDE	NAD 83 STATE PLANE GRID	
		X	Y
29° 37' 44" North	93° 20' 27" West	2,643,015.88	416,207.27

3.4 SECONDARY DREDGING REGIONS

Dredging at another region in the New Orleans District or outside of the New Orleans District may become necessary during the term of this contract. Payment for work performed in these other regions will be made at the applicable contract unit prices, as described in each section of this contract. It should be noted that secondary dredging regions are not limited to the following areas and that if secondary dredging regions are utilized that additional information will be provided related to the proposed secondary dredging region. These channels are listed below as "Secondary Dredging Regions". Movement between primary or secondary dredging regions will be paid in accordance with the terms of paragraph entitled "Dredging and Option Dredging Items". The Contractor shall verify all datums prior to beginning work.

3.4.1 Mississippi River, Cubit's Gap and Southwest Pass, Louisiana

The maintained dimensions of the channel (adjusted to MLLW) are -50 feet Mean Low Lower Water (MLLW) by 750 feet bottom width from 13.5 Above Head of Passes to Mile 17.5 Below Head of Passes, then narrowing to 600 feet wide through the jetty channel and bar channel. The specified elevation in the dredging assignment will not exceed 6 feet below the maintained elevation and may be specified above the maintained dimensions when determined to be beneficial to the Government. See the attached Southwest Pass & Mississippi River Hopper Disposal Areas Plate at the end of this section. When it becomes necessary to empty the hopper, the dredged material shall be dumped in the designated disposal areas as directed by the Contracting Officer's Representative.

3.4.2 Mississippi River Crossings Between New Orleans and Baton Rouge, Louisiana

a. The maintained bottom width is 500-ft. The maintained elevation varies; see table below. The maintained elevation may change during the course of the contract for completed new construction work. The specified elevation in the dredging assignment will not exceed 3 feet below the maintained elevation and may be specified above the maintained dimensions when determined to be beneficial to the Government.

Deep Draft Crossing	Mileage Range, AHP	LWRP (NAVD88), ft	Maintained Elevation, ft LWRP 2007
Fairview	117.0 to 111.0	0.7	-50
Belmont	156.0 to 151.0	1.2	-50
Rich Bend	160.0 to 156.0	1.2	-50

Smoke Bend	178.0 to 172.0	1.4	-50
Philadelphia	185.0 to 182.0	1.5	-45
Alhambra	192.0 to 189.0	1.7	-45
Bayou Goula	199.0 to 196.0	1.8	-45
Granada	206.0 to 203.0	1.9	-45
Medora	213.0 to 208.0	2.1	-45
Sardine Point	220.0 to 216.0	2.3	-45
Red Eye	225.0 to 222.0	2.4	-45
Baton Rouge Front	233.8 to 229.0	2.6	-40 to -45

b. Dredging may be performed at any of these crossings as conditions dictate, and there may be multiple assignments at one or more crossings. Conversely, some crossings may not require dredging at all and dredging may be performed in other areas not listed. The most recent available hydrographic survey of each crossing will be given to the Contractor if an assignment is given in this region. Authorized disposal areas will also be identified on these survey charts.

3.4.3 Mobile District

The following projects represent the Secondary Regions of the Galveston District: Mobile Harbor, Pascagoula Harbor, Gulfport Harbor, Pensacola Harbor and possible other areas. The authorized dimensions of these channels vary throughout the waterway and when necessary will be provided by the Contracting Officer.

3.4.4 Galveston District

The following projects represent the Secondary Regions of the Galveston District: Sabine-Neches Waterway, Galveston Harbor and Channel, Matagorda Ship Channel, Corpus Christi Ship Channel, Brazos Island Harbor, Houston Ship Channel, and Texas City and possible other areas. The authorized dimensions of these channels vary throughout the waterway and when necessary will be provided by the Contracting Officer.

3.5 MOVEMENT OF NAVIGATION AIDS

The Contractor shall not relocate any navigation aids (buoys, markers, etc.) during this contract. The Contractor shall conduct a survey of navigation aids to determine if any must be temporarily relocated to accomplish the work. For navigation aids in which the Contractor determines that relocation is necessary, the Contractor shall notify the Contracting Officer or his/her authorized representative and the U.S. Coast Guard, Aids to Navigation (985-384-7000) at least seven days prior to the need for relocation. All relocation of navigation aids shall be performed by the Coast Guard. The Government will not be responsible for any delays to the work due to the Contractor giving less than a seven day notification to the Coast Guard.

3.6 WORKING IN THE VICINITY OF STRUCTURES AND UTILITY CROSSINGS

a. The Contractor shall exercise caution when working in the vicinity of structures, such as bridges, and utility crossings, such as pipelines and cables. If dredging to the assigned elevation has the potential to endanger a particular structure or utility, the Contracting Officer, upon request, may elect to reduce the extent of the required excavation in the vicinity of the structure or utility.

b. Unless otherwise directed, the Contractor shall provide at least project channel dimensions over all structures and utility crossings. At least 7 calendar days prior to dredge arrival, the Contractor shall contact Louisiana One Call (or the respective State's One Call where the assigned work is located when working in a Secondary Dredging Region not located in Louisiana) to verify all utilities within the primary dredging region, including the dredging channel and disposal areas. Within 24 hours after issuance of Notice to Proceed, the Contractor shall submit a detailed plan of operation at each structure/utility crossing located within the primary dredging region. The plan shall contain at least the following:

(1) One Call ticket number along with the utility's size, elevation, owner information and type of utility.

(2) The Contractor shall investigate the current nautical charts published by NOAA and any other pertinent information or databases available.

(3) The Contractor shall notify the utility owner electronically and in writing by certified mail at least 14 calendar days prior to operating within 500 feet of the particular utility. The Contractor shall provide a copy of this notification letter to the area engineer of the respective Area Office. The letter shall reference the following:

(a) The dredge start date, the anticipated date(s) the Contractor will dredge over the utility and the anticipated completion date for work.
(b) The anticipated elevation and width of dredge cut over the utility.
(c) Point(s) of contact and telephone number(s).
(d) Emergency procedures.
(e) Any other information from the Contractor the utility owner would consider significant for safe dredging operations over the utility crossing.
(f) For utilities within the dredging channel, the Contractor shall request that the owner verify the location of the utility and provide the most recent as-built plan and the most recent and accurate profile surveys. For utilities within disposal areas, the Contractor shall inform the owners that the dredge may travel and dispose of dredge material over utilities.

(4) Emergency measures to be taken in the event of an accident.

The Contractor shall also provide transportation, meals, and/or lodging for any representatives of owners of structures or utility crossings who are deemed necessary to be present for safety reasons, by the Contracting Officer's Representative, to remain aboard the dredge while the Contractor is working in the vicinity of these crossings.

c. Prior to dredging over a utility crossing within the dredging channel,

the Contractor shall obtain a cross-section survey of the channel showing an accurate location and elevation of the utility provided by the utility owner.

d. The Government will not be responsible for any damages to structures or utilities, loss of service costs of such structures/utilities, or damage to the Contractor's plant.

e. UTILITY MARKING REQUIRED. Prior to dredging within 500 feet of a utility crossing, the Contractor shall mark the established location of utility by placing one Coast Guard approved yellow flashing buoy on each side and outside of the authorized channel to accurately mark the location of the utility within view of the Dredge Leverman. The Contractor shall immediately remove such buoys upon completion of dredging in the area of the utility.

3.6.1 Existing Structures or Utilities

Information pertaining to existing structures, such as bridges, and utility crossings, such as pipelines and cables, within the primary dredging region is listed in paragraph entitled "List of Utilities". The listed data has been provided by the owners, or taken from permit applications, and has not been confirmed by the Government. The Contractor shall verify this data prior to working in the vicinity of the structures or utilities. If the Contractor detects a discrepancy in the data with actual conditions, notify the Contracting Officer of the discrepancy within 24 hours of this occurrence. Large-scale drawings with utility crossings will be available to the Contractor upon request. The Government will provide existing structure, and utility information prior to any work performed at secondary dredging regions that are not addressed.

Additional abandoned structures and utilities may also exist within the dredging and disposal areas. The Contractor should make his own investigation of submerged, surface and overhead structures in the work areas and other locations he finds necessary to traverse. The exact location, depths and heights of submarine cables, pipes, powerlines, docks, piers, bulkheads, bridges, etc. (as applicable) are not known and it may be necessary for the Contractor to ascertain interference problems and notify the respective owners in advance of dredging operations.

Upon completion of each dredging assignment, the Contractor shall submit to the Contracting Officer's Representative, the following:

a. A listing of all structures and utilities within the dredging reach and disposal areas, including owner name, location, elevation of utilities and owner point of contact.

b. A copy of any structure or utility as-builts, surveys, etc. received from the owner.

3.6.2 Location of Submerged Objects

a. If the Contractor should locate a submerged object within the area of work, which endangers dredging operations or poses a hazard to general navigation, the Contractor shall note the location of the object, as determined from the electronic positioning system aboard its vessel. This location shall be reported to the Government Inspector. Dredging in the immediate vicinity of the reported object shall be curtailed until the nature of the object and the degree of hazard can be determined. Dredging

shall resume at the location of the reported object when the Contracting Officer determines that a hazard no longer exists.

b. If the Contractor issues a false report of a sunken object, the cost of the investigation shall be deducted from any amounts due, or to become due, the Contractor.

c. This clause applies in the case of submerged objects which are created by others. Submerged objects or hazards created by the Contractor shall be considered an obstruction of navigable waterways as described in the clause entitled "Obstruction of Navigable Waterways" (DFARS 252.236-7002) in the Section 00700.

3.7 DREDGE PRODUCTION RATE

3.7.1 Economic Bin Load

Hopper dredge operations shall be conducted in a manner that results in the most productive operating cycles. An economic bin load is defined as that hopper load, measured in cubic yards of dredged material as determined by paragraph entitled "Example Economic Bin Load Calculations", dredged and hauled during a single dredging cycle which will yield, for the particular dredge, the maximum rate of removal of material from the project area and which will result in a minimum cost per cubic yard hauled. Once the economic load is achieved, the dredge shall discontinue pumping and proceed to the disposal area. Economic loading shall be determined using the average of the initial three complete cycles for each project assignment. These determinations shall be used to establish the operating procedures for the hopper dredge throughout the remainder of the assignment.

3.7.2 Production Rate Test

a. A Contractor shall only submit a bid for the dredge bid lot that matches the dredge's pumping rate and hopper capacity established by the Government. The Government must perform a Production Rate Test on any untested dredge to determine the dredge's pumping rate and hopper capacity prior to the Contractor submitting a bid.

b. Throughout the duration of the contract, the Government will monitor dredge performance. If there is an indication of a deficient dredge performance trend, the Government may perform a production rate test. The production rate test shall be conducted by the Government to determine the dredge's pumping rate and hopper capacity, which will be correlated to documented dredge-and-haul and agitation production rates of the retired Government Dredge LANGFITT. The correlated dredge-and-haul and agitation production rates will be used for contractual pay adjustments.

c. Following the test, the contract may continue in force, with the hourly rate (Dredging or Option Dredging Payment Item) adjusted using the production rate test results in such a way that the total contract price will remain unchanged. The Contractor will be given written notice to that effect and the adjusted rate will become effective on the day and hour the test was completed, for tested production rates at or above the theoretical production rate. If the tested production rates are below the theoretical production rate, the Contractor will be notified that the adjusted rate will become effective on the day and hour that the test started. Payment for this pumping test will be made at the applicable hourly rate for dredging, in accordance with

paragraph entitled "Dredging and Option Dredging Items".

d. The latest tested production rates for the dredge will be used by the Government on future solicitations, to determine the quantities on the bidding schedules, whether this contract continues in force or not.

3.8 WORK FOR OTHERS

The dredge may be released from this contract for the convenience of the Contractor, upon approval of the Contracting Officer. The dredge shall remain on 72-hour call by the Contracting Officer during the release period. Regardless of the pay status of the dredge at the time it is released, the dredge will immediately go to a non-pay status, and remain so until it is recalled to work. Demobilization at the time of release, and mobilization at the time of recall, will not be paid. Payment will cease when the last load dumped prior to release if in the dredge-and-haul mode. If in the agitation mode, payment will cease when material stops flowing into the hopper. Payment will resume:

a. If the dredge returns to an assignment in the same dredging region, when dredged material starts flowing into the hopper;

b. If the dredge returns to an assignment in a different dredging region, when the plant enters the route between assignments that would have been taken had the dredge not been released; or

c. If the dredge returns to an assignment in another dredging region and the dredge never enters the route that would have been taken had the dredge not been released, when dredged material starts flowing into the hopper; or

d. If the dredge is already located at some point along the route between the previous and new assignments, upon departure for the new assignment.

3.9 PRODUCTION DATA TABLE

PRODUCTION DATA TABLE OF EMPIRICAL RAW WATER AND SEDIMENT DATA FOR NEW ORLEANS DISTRICT HOPPER DREDGING REGIONS

Dredging Region	**Sediment Bulk Density (g/L)**	**Raw Water Density (g/L)**	**Sediment Specific Gravity (g/L)**	**D20 (mm)**	**D50 (mm)**	**D80 (mm)**
Miss. River SW Pass and Jetty Channel	1598	1013	2720	0.0052	0.037	0.072
Miss. River South Pass	1642	1007	2673	0.0013	0.017	0.070

PRODUCTION DATA TABLE OF EMPIRICAL RAW WATER AND SEDIMENT DATA FOR NEW ORLEANS DISTRICT HOPPER DREDGING REGIONS						
Dredging Region	**Sediment Bulk Density (g/L)**	**Raw Water Density (g/L)**	**Sediment Specific Gravity (g/L)**	**D20 (mm)**	**D50 (mm)**	**D80 (mm)**
Miss. River Head of Passes	1923	1003	2640	0.0120	0.045	0.090
Miss. River Belmont Crossing	1968	1000	2680	0.1000	0.140	0.150
Miss. River Smoke Bend Crossing	1968	1000	2680	0.1000	0.140	0.150
Miss. River Philadelphia Crossing	1995	1000	2706	0.1167	0.137	0.167
Miss. River Alhambra Crossing	1995	1000	2663	0.1600	0.190	0.210
Miss. River Bayou Goula Crossing	1974	1000	2663	0.1600	0.180	0.220
Miss. River Granada Crossing	2019	1000	2652	0.1600	0.190	0.200
Miss. River Medora Crossing	2012	1000	2659	0.1400	0.170	0.200
Miss. River Red Eye Crossing	1995	1000	2670	0.1600	0.190	0.230
Calcasieu River Bar Channel	1450	1025	2679	0.0014	0.045	0.110

3.10 LIST OF UTILITIES

3.10.1 Calcasieu River Bar Channel

Utility Dia. (inches)	Approx. Station (C/L)	Elevation (feet) MLLW	Owner and Telephone Number
8" Gas/Condensate Pipeline (Abandoned)	Disposal Area Site No. 1	Unknown	Virgin Offshore U. S. A. Inc. c/o Gerald H. Schiff, Trustee 337-521-8821, 337-945-4302 400 E. Kaliste Saloom Rd, Suite 4200 Lafayette, LA 70508-8517
16" Gas Pipeline	Disposal Area Site No. 1	Unknown	Williams Gas Pipeline - Transco 4233 W. Richey Rd Houston, TX 77066 Jacob Dean 817-891-5374 jacob.dean@williams.com Jennifer Elliott 281-895-5314, 281-222-7693 jennifer.elliott@williams.com
6" Gas Pipeline (Abandoned)	Disposal Area Site No. 1	Unknown	Williams Gas Pipeline - Transco (see above)
4" Bulk Gas Pipeline (Abandoned)	Disposal Area Site No. 1	Unknown	GOM Shelf 2014 W. Pinhook Rd, Suite 800 Lafayette, LA 70508 Matthew Babin 337-372-6075, 337-277-9689 matthew.babin@commodoreoffshore.com
4" Bulk Gas Pipeline (Abandoned)	Disposal Area Site No. 1	Unknown	GOM Shelf (see above)
12" Gas/Condensate Pipeline	407+68	Unknown	Energy Transfer 4918 Gulf Beach Hwy Cameron, LA 70631 Lane Bonsall 337-485-5930, 337-794-5237 lane.bonsall@energytransfer.com Cesar Guzman 337-283-8034, 337-918-9426 cesar.guzman@energytransfer.com

Utility Dia. (inches)	Approx. Station (C/L)	Elevation (feet) MLLW	Owner and Telephone Number
12.75" Gas Pipeline	901+81	Unknown	Targa Resources 1399 Davison Rd Sulphur, LA 70665 Lancey Buford lbuford@targaresources.com 337-540-4087, 337-583-5211
16" Gas Pipeline (Abandoned and Capped)	1105+25	Unknown	Tennessee Gas Pipeline 15449 Parish Line Rd Kinder, LA 70648 Rick Sellers 337-738-6144, 281-520-7584 rick_sellers@kindermorgan.com
30" Gas Pipeline	1188+49	Unknown	Avocet LNG, LLC. 25 West Cedar Street, Suite 215 Pensacola, FL 32502 William Daughdrill 850-933-1720 w.daughdrill@delfinlng.com Tim Trahan 337-764-3651 timtrahan1@yahoo.com
24" Gas Pipeline	1274+72	Unknown	Energy Transfer (see above)
8" Gas Pipeline (Abandoned)	Approx. 1408+54	Unknown	Anadarko Petroleum Corporation 1201 Lake Robbins Dr The Woodlands, TX 77380 Bridget O'Farrell 832-636-1694, 281-743-2946 Bridget_OFarrell-Villarreal@oxy.com Wanda June Parker, P.E. 972-516-1177, 972-679-5554 wanda_parker@oxy.com
20" Gas/Condensate Pipeline	1450+49	Unknown	Kinetica Partners, LLC 224 Aviation Rd Houma, LA 70363 Rae Donaldson 985-223-6149, 985-209-5816 rae.donaldson@kineticallc.com

3.11 HOPPER DREDGE AND ATTENDANT PLANT DATA SHEET

Submittal Date:

HOPPER DREDGE AND ATTENDANT PLANT DATA SHEET (Version February 2022)

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.:_____.

Printed:_____ Signed:_____
Certifying Officer of the Contractor's Firm

Title:_____

One trailing suction type hopper dredge and attendant plant with the following characteristics (in English units of measurement):

1. DREDGE GENERAL INFORMATION:

(a) Bid lot number _____

(b) Dredge name _____ Dredge official number _____

(c) Owner name and address _____
_____
_____
_____

(d) Minimum width of channel in which dredge can successfully operate and turn around,in feet _____

(e) Minimum depth of water in which dredge can operate with hoppers full
_____

(f) Maximum draft of dredge _____

(g) Loaded freeboard _____

(h) Depth range to which dredge will dig
(Maximum) _____(Minimum) _____

(i) Overall length of dredge hull _____

(j) Length and width of dragheads _____

(k) Hopper capacity, measured as volume below level of high overflow weir _____ (This item must agree with hopper size in bid lot used)

(l) Type(s) of production rate monitoring equipment on board the dredge (measuring cy/hr of material dredged) _____

(m) Hopper dredge bin dump mechanism:_____
(ex.: bottom door, split hull, etc.)

(n) Shallowest draft the dredge can dispose bin material while fully loaded:_____

(o) Completion date of each dredge pump engine re build:_____
_____

(p) Agitation outlet dimension(s):_____

(q) Inside hopper outflow dimension(s):_____

2. DREDGING PUMPS AND PROPULSION: (Two propellers required)

(a) Number of pumps _____ Number of dragarms _____

(b) Inside diameter of dredge suction inlet _____
(This item must agree with the bid lot used)

(c) Inside diameter of pump discharge _____

(d) Brake horsepower and corresponding engine RPMs (during dredging operations) applied to each pump impeller at rated drive of the prime mover
_____

(e) Maximum available brake horsepower and corresponding RPMs applied to each screw during dredging operations. No. of screws_____, with _____ HP at _____RPMs each.

(f) Number and power of bow thrusters:_____

(g) Length of suction and discharge lines _____

(h) Suction lift (Elevation of main dredge pump relative to the water surface level) _____

(i) Diameter of each pump impeller eye _____

(j) Number of Pump-Out pumps _____

(k) Inside diameter of Pump-Out suction inlet for each pump _____
_____

(l) Inside diameter of Pump-Out discharge for each pump _____
_____

(m) Inside diameter of pipe at location of velocity meter _____

(n) Brake horsepower and corresponding engine RPMs (during dredging operations) applied to each pump impeller at rated drive of the prime mover for Pump-Out _____
_____

(o) Length of suction lines on dredge for Pump-Out _____

(p) Length of discharge lines on dredge for Pump-Out _____

(q) Total installed horsepower _____

3. ADDITIONAL REQUIRED EQUIPMENT (List type and model):

(a) Electronic positioning system _____

(b) Recording Depthsounder _____

(c) Radar _____

4. THE DREDGE MAY BE INSPECTED AT (List location of equipment):

5. CREW BOAT:

(a) Length and beam _____

(b) Owner, name and address _____

(c) Total horsepower _____

(d) VHF FM marine radio type and model _____

(e) Radar type and model _____

(f) The crewboat may be inspected at the following location _____

(g) Electronic positioning equipment _____

(h) Recording depthsounder _____

6. REQUIRED SUBMITTAL: Hopper dredge ullage tables showing bin volume filled as a function of vessel draft

7. DREDGE OWNER INFORMATION:

Firm name _____

Point of contact _____

Title _____

Business address _____

Street _____

City _____

Parish/County _____

State _____ Zip+4 _____

Telephone no. (_____)_____

Facsimile no. (_____)_____

(Additional signature block to be used for joint venture partner(s))

Firm name _____

Point of contact _____

Title _____

Business address _____

Street _____

City _____

Parish/County _____

State _____ Zip+4 _____

Telephone no. (_____)_____

Facsimile no. (_____)_____

3.12 DAILY HOPPER LOAD DISPOSAL DATA

Date:	
Contractor:	
Contract Number:	
Dredge:	

Load Number	Dump Start		Dump End		Assignment Number	Gross Cubic Yards	Dump Grid Location (Optional)
	X	Y	X	Y			

-- End of Section --

DAILY REPORT OF OPERATIONS -- HOPPER DREDGES

REPORTS CONTROL SYMBOL
ENG-CWO-13

DISTRICT			DREDGE
EXACT LOCATION OF WORK		☐ MAINTENANCE ☐ NEW WORK	DATE NUMBER OF PERSONS IN CREW
AV. LENGTH OF CUT FT.	CHARACTER OF MATERIAL		HOPPER CAPACITY CU. YDS.
AV. WIDTH OF CUT FT.	DENSITY OF MAT. IN PLACE GMS/LITER		AV. VOL. OF BIN WATER CU. YDS.
AV. DIST. TO DUMP MILES	DENSITY OF WATER GMS/LITER AT °F		AV. UNFILLED CAPACITY CU. YDS.

NAVIGATION AND OTHER DREDGING AIDS *(Describe and include statement on adequacy and recommendations)*

WORK PERFORMED

DREDGING AND HAULING			AGITATING
NO. OF LOADS	TOT. CU. YDS.	DISPOSAL AREA	TOT. CU. YDS.

DRAFT FOR LOAD NO. *(for one load only)*

	LIGHT	LOADED
FORWARD		
AFT		

DRAG DEPTH MAX. MIN.

INDICATORS LAST CHECKED ON

GAS EJECTORS USED % OF PUMPING TIME

DISTRIBUTION OF TIME AND MILES RUN

	AGITATING *(Minutes)*	DREDGING AND HAULING *(Minutes)*	MILES RUN *(Stat. Miles)*
EFFECTIVE WORKING TIME			
PUMPING			
TURNING			
TO DUMP			
DUMPING			
TO CUT			
TOTALS			
NON-EFFECTIVE WORKING TIME			
TAKING ON FUEL AND SUPPLIES			
TO AND FROM WHARF OR ANCHORAGE			
LOSS DUE TO NATURAL ELEMENTS			
LOSS DUE TO TRAFFIC AND BRIDGES			
MINOR OPERATING REPAIRS			
TRANSFERRING BETWEEN WORKS			
LAY TIME			
FIRE AND BOAT DRILLS			
MISCELLANEOUS			
TOTALS			
LOST TIME			
MAJOR REPAIRS AND ALTERATIONS			
CESSATION			
COLLISIONS			
TOTAL LOST TIME			
TOTAL TIME IN PERIOD			

AVERAGE SPEED OF DREDGE			
	FEET/MINUTE	MINUTES RADAR IN USE	
LOADING		TIDE DATA WAS OBTAINED BY MEANS OF	
AGITATING		WEATHER	
GALS. OF FUEL OIL CONSUMED		NUMBER OF INSPECTIONS BY SUPERVISORY PERSONNEL	
GALS. OF WATER CONSUMED		FIELD	OFFICE

REMARKS

SUBMITTED BY

(SEE REVERSE SIDE)

ENG FORM 27A, Apr 73 REPLACES COST FORM 27A, 1 SEP 63, WHICH MAY BE USED (Proponent: CECW-OD)

BREAKDOWN OF LOADS DREDGED AND HAULED																DATE		
LOAD NO	UNWATERED *	TIME PUMP		MINUTES						CUBIC YARDS RETAINED (In terms of in place material)						MID-DEPTH SAMPLES		
		STARTED	STOPPED	PUMPING	TURNING	TO DUMP	DUMPING	TO CUT	TOTAL	SETTLED SOLIDS *	SUSPENDED SOLIDS *	BIN WATER SOLIDS	TOTAL **	PER PUMPING MINUTE	PER ELAPSED MINUTE	DENSITY GMS/LITER *	% SOLIDS (in place) *	MATE AND DRAGTENDERS
AVERAGE																		

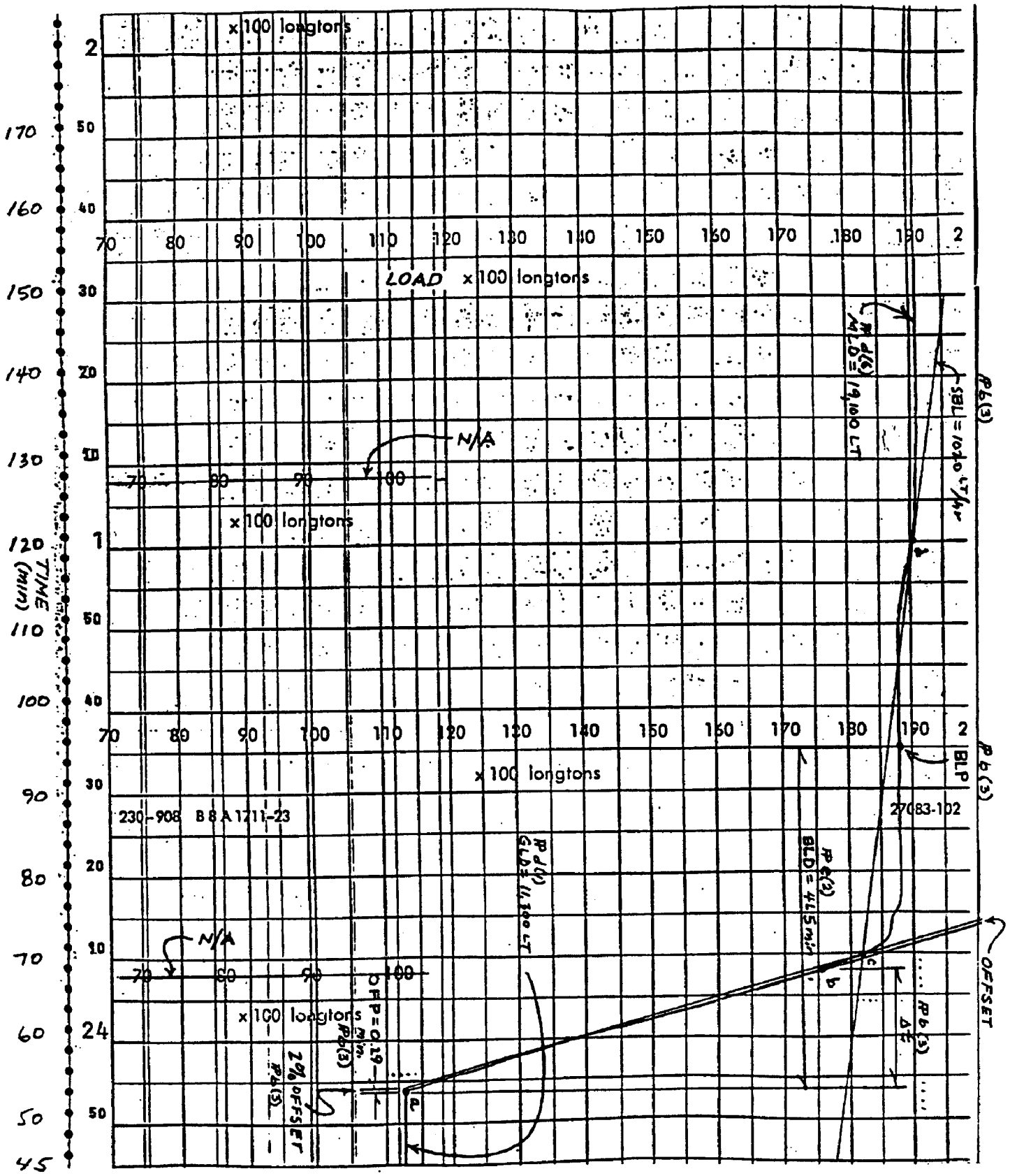
ECONOMIC LOAD DATA

PUMPING TIME (Minutes)	ECONOMIC LOAD *(Cu Yds)*	TEST LOAD NO.	DATE OF TEST

REMARKS

NOTE: * WHEN LOAD IS DREDGED WITH HOPPERS UNWATERED, INDICATE BY LETTER "U".
** TOTAL CUBIC YARDS RETAINED = SETTLED SOLIDS + SUSPENDED SOLIDS - BIN WATER SOLIDS OR DETERMINED DIRECTLY BY YARDAGE METER.
*** NOT NECESSARY WHEN MEASURING LOAD BY YARDAGE METER.

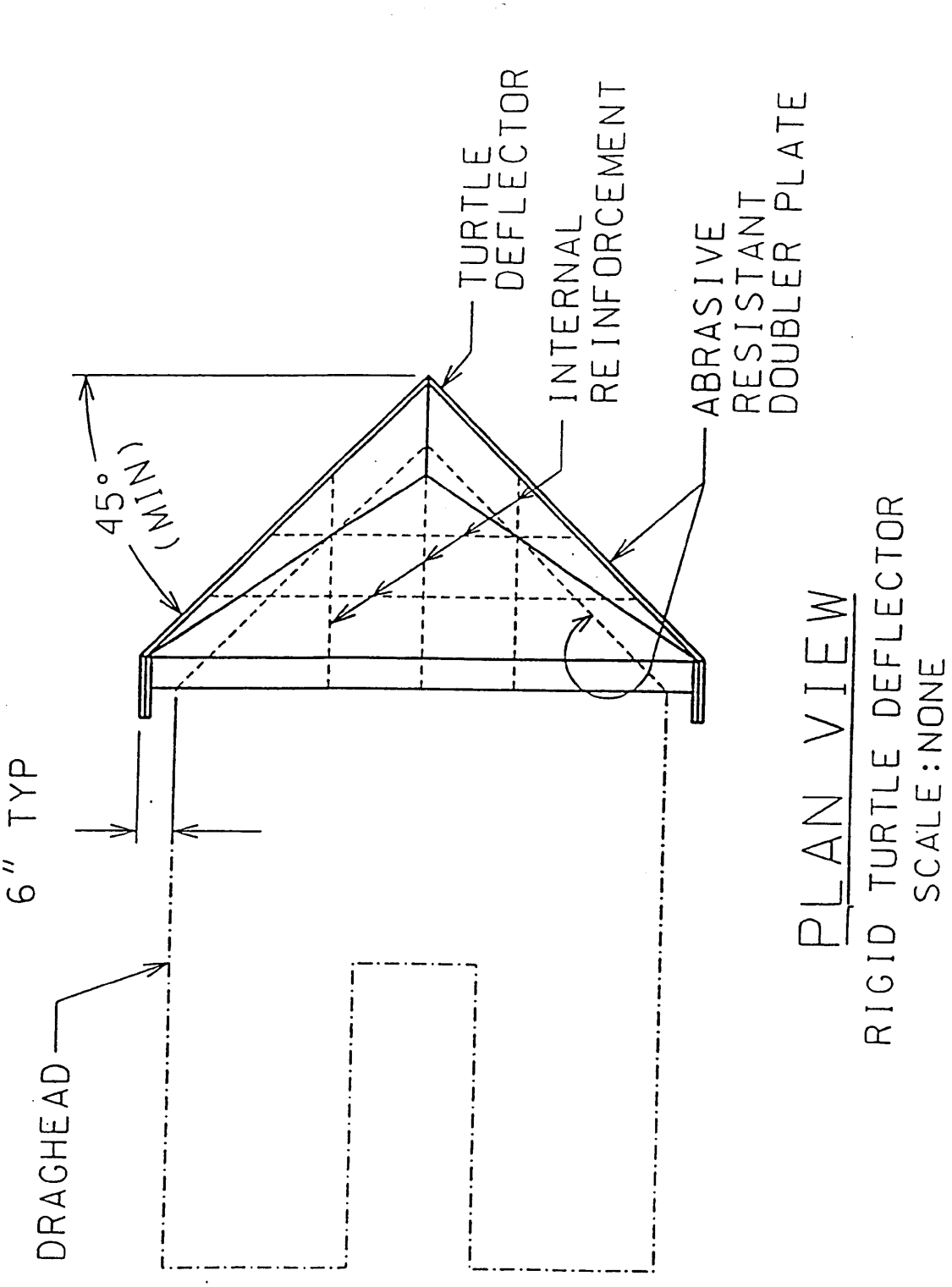
EXAMPLE LOAD DISPLACEMENT CHART



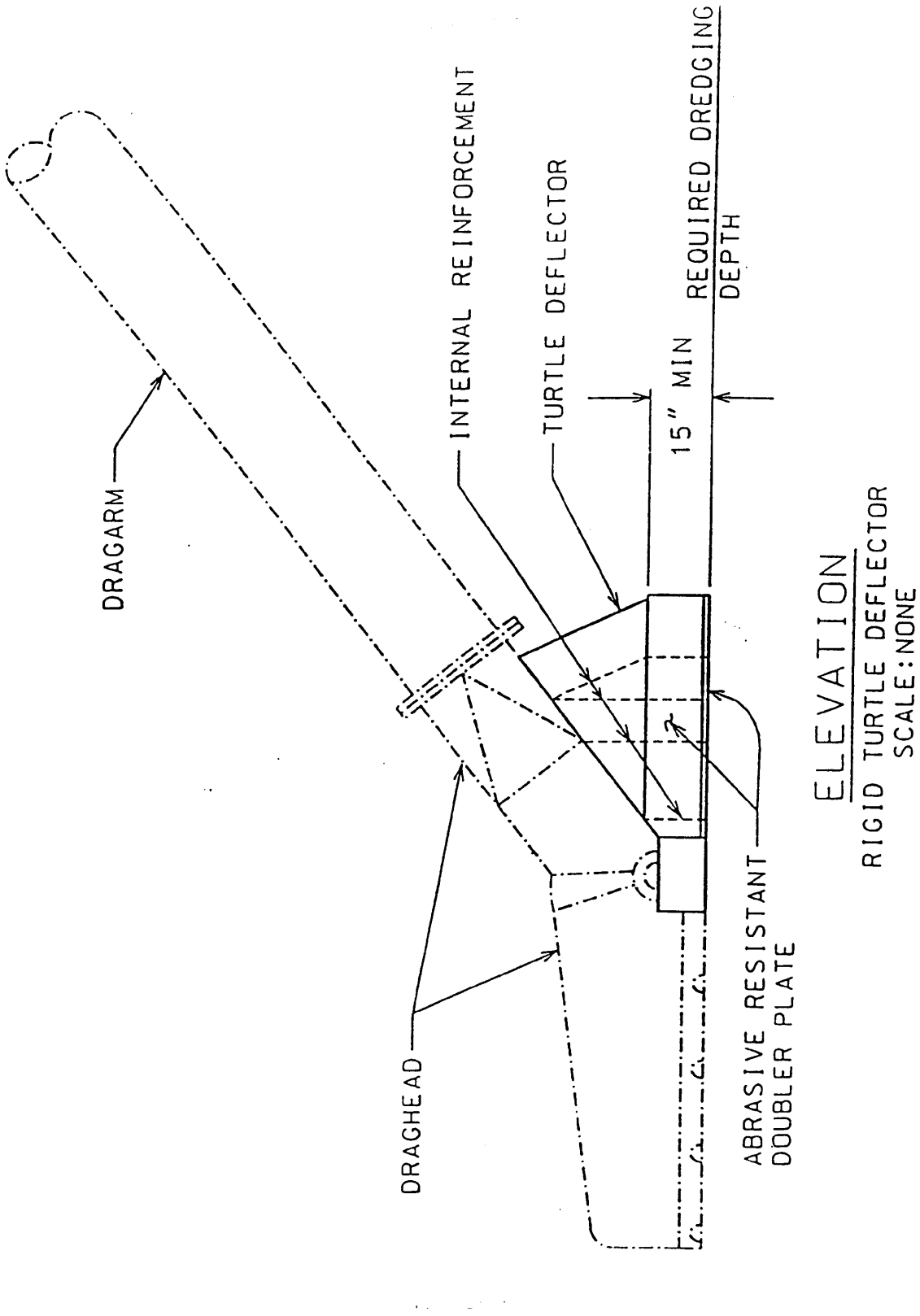
Section 35 20 23.23 ATTACHMENT

ECONOMIC BIN LOAD CHART																												
		Pump Time																										
	UNITS	5 min	10 min	15 min	20 min	25 min	30 min	35 min	40 min	45 min	50 min	55 min	60 min	65 min	**70 min**	75 min	80 min	85 min	90 min	95 min	100 min	105 min	110 min	115 min	120 min	124 min
Raw Water Density (RWD):	g/L	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	**1,013**	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013
Sediment Bulk Density (SBD):	g/L	1,598	1,598	1,598	1,598	1,598	1,598	1,598	1,598	1,598	1,598	1,598	1,598	1,598	**1,598**	1,598	1,598	1,598	1,598	1,598	1,598	1,598	1,598	1,598	1,598	1,598
Gross Light Displacement (GLD):	LT	5,740	5,740	5,740	5,740	5,740	5,740	5,740	5,740	5,740	5,740	5,740	5,740	5,740	**5,740**	5,740	5,740	5,740	5,740	5,740	5,740	5,740	5,740	5,740	5,740	5,740
Material Loaded Displacement (MLD):	LT	8,125	9,800	9,930	10,030	10,070	10,125	10,310	10,390	10,550	10,645	10,716	10,659	10,690	**10,760**	10,557	10,680	10,736	10,760	10,705	10,720	10,679	10,782	10,687	10,760	10,705
Dredged Slurry Volume (DSV):	cy	3,100	5,150	5,235	5,225	5,212	5,225	5,227	5,230	5,202	5,218	5,223	5,090	5,012	**4,953**	4,916	4,970	4,897	4,760	4,686	4,620	4,510	4,412	4,253	4,240	4,159
Bin Water Volume (BWV):	cy	105.31	105.31	105.31	105.31	105.31	105.31	105.31	105.31	105.31	105.31	105.31	105.31	105.31	**105.31**	105.31	105.31	105.31	105.31	105.31	105.31	105.31	105.31	105.31	105.31	105.31
Residual Bin Water Weight (BWW):	LT	80	80	80	80	80	80	80	80	80	80	80	80	80	**80**	80	80	80	80	80	80	80	80	80	80	80
Corrected Light Displacement (CLD):	LT	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	**5,660**	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660
Net Bin Load (NBL):	LT	2,465	4,140	4,270	4,370	4,410	4,465	4,650	4,730	4,890	4,985	5,056	4,999	5,030	**5,100**	4,897	5,020	5,076	5,100	5,045	5,060	5,019	5,122	5,027	5,100	5,045
Average Bin Density (ABD):	g/L	1,057	1,068	1,084	1,111	1,124	1,136	1,182	1,202	1,249	1,270	1,286	1,305	1,334	**1,368**	1,324	1,342	1,377	1,424	1,431	1,455	1,479	1,543	1,571	1,598	1,612
Bin Solids Ratio (BSR):		0.0752	0.094	0.1214	0.1675	0.1897	0.2103	0.2889	0.3231	0.4034	0.4393	0.4667	0.4991	0.5487	**0.6068**	0.5316	0.5624	0.6222	0.7026	0.7145	0.7556	0.7966	0.906	0.9538	1	1.0239
Bin Load Quantity (BLQ):	cy	233	484	636	875	989	1,099	1,510	1,690	2,098	2,292	2,438	2,540	2,750	**3,005**	2,613	2,795	3,047	3,344	3,348	3,491	3,593	3,997	4,057	4,240	4,258
Minutes Per Load	min.	50	55	60	65	70	75	80	85	90	95	100	105	110	**115**	120	125	130	135	140	145	150	155	160	165	169
Number of loads obtained in 1 hour	ea.	1.200	1.091	1.000	0.923	0.857	0.800	0.750	0.706	0.667	0.632	0.600	0.571	0.545	**0.522**	0.500	0.480	0.462	0.444	0.429	0.414	0.400	0.387	0.375	0.364	0.355
Number of loads obtained in 24 hours	ea.	28.800	26.182	24.000	22.154	20.571	19.200	18.000	16.941	16.000	15.158	14.400	13.714	13.091	**12.522**	12.000	11.520	11.077	10.667	10.286	9.931	9.600	9.290	9.000	8.727	8.521
Total cy for one day	cy	6,710	12,672	15,264	19,385	20,345	21,101	27,180	28,631	33,568	34,742	35,107	34,834	36,000	**37,628**	31,356	32,198	33,751	35,669	34,437	34,669	34,493	37,133	36,513	37,004	36,281
Total cy/hr	cy/hr	280	528	636	808	848	879	1,133	1,193	1,399	1,448	1,463	1,451	1,500	**1,568**	1,307	1,342	1,406	1,486	1,435	1,445	1,437	1,547	1,521	1,542	1,512

Plan View - Rigid Sea Turtle Deflector

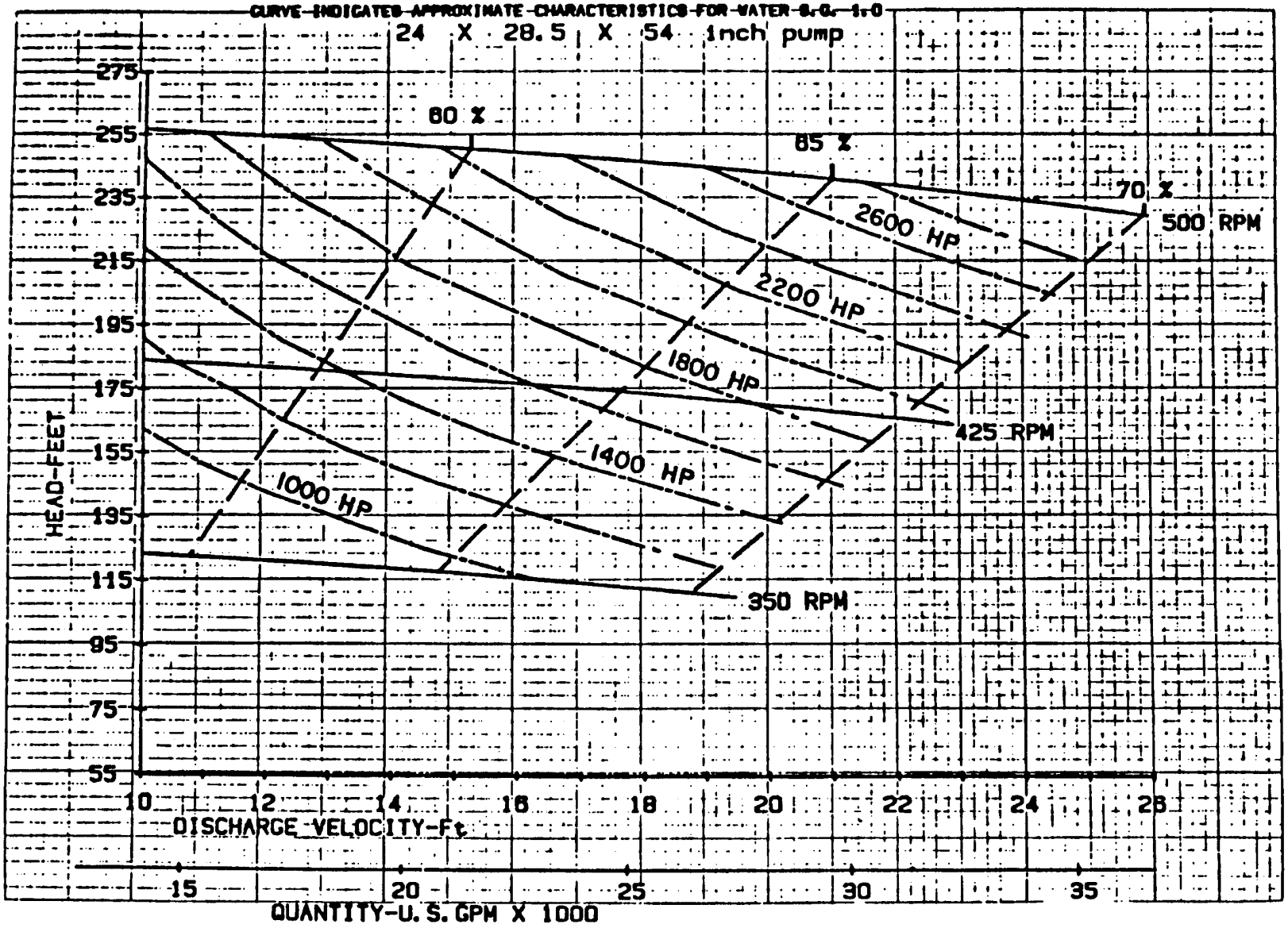


Elevation View - Rigid Sea Turtle Deflector

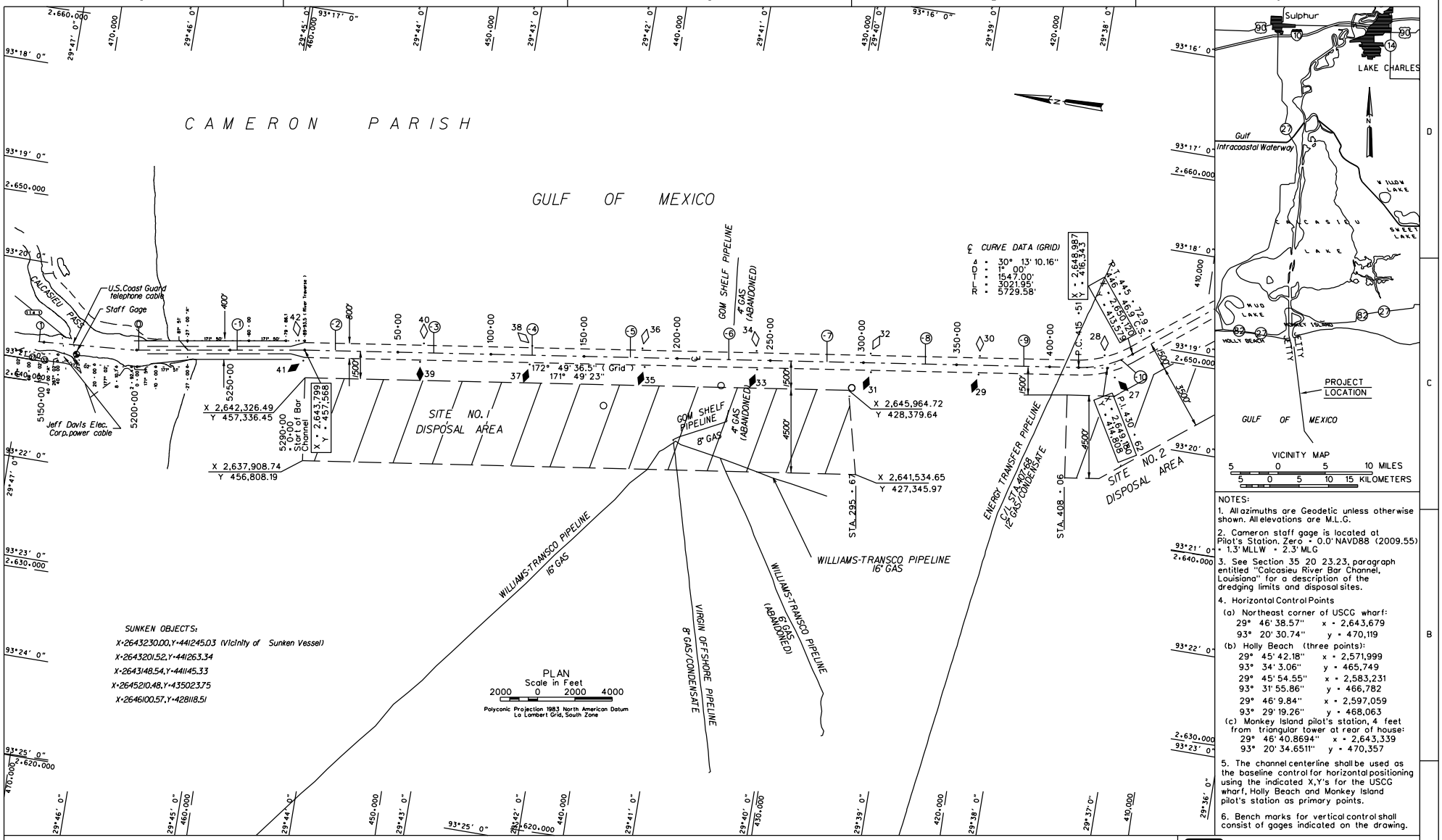


Contract Number: 05-C-XXXX Dredge Name:_____ Pump Function: (main, ladder, or booster, etc.)

MANUFACTURER'S PERFORMANCE CURVE



SAMPLE



NOTES:

1. All azimuths are Geodetic unless otherwise shown. All elevations are M.L.G.
2. Cameron staff gage is located at Pilot's Station. Zero = 0.0' NAVD88 (2009.55) = 1.3' MLLW = 2.3' MLG
3. See Section 35 20 23.23, paragraph entitled "Calcasieu River Bar Channel, Louisiana" for a description of the dredging limits and disposal sites.
4. Horizontal Control Points
   (a) Northeast corner of USCG wharf:
   29° 46' 38.57" x = 2,643,679
   93° 20' 30.74" y = 470,119
   (b) Holly Beach (three points):
   29° 45' 42.18" x = 2,571,999
   93° 34' 3.06" y = 465,749
   29° 45' 54.55" x = 2,583,231
   93° 31' 55.86" y = 466,782
   29° 46' 9.84" x = 2,597,059
   93° 29' 19.26" y = 468,063
   (c) Monkey Island pilot's station, 4 feet from triangular tower at rear of house:
   29° 46' 40.8694" x = 2,643,339
   93° 20' 34.6511" y = 470,357
5. The channel centerline shall be used as the baseline control for horizontal positioning using the indicated X,Y's for the USCG wharf, Holly Beach and Monkey Island pilot's station as primary points.
6. Bench marks for vertical control shall consist of gages indicated on the drawing.

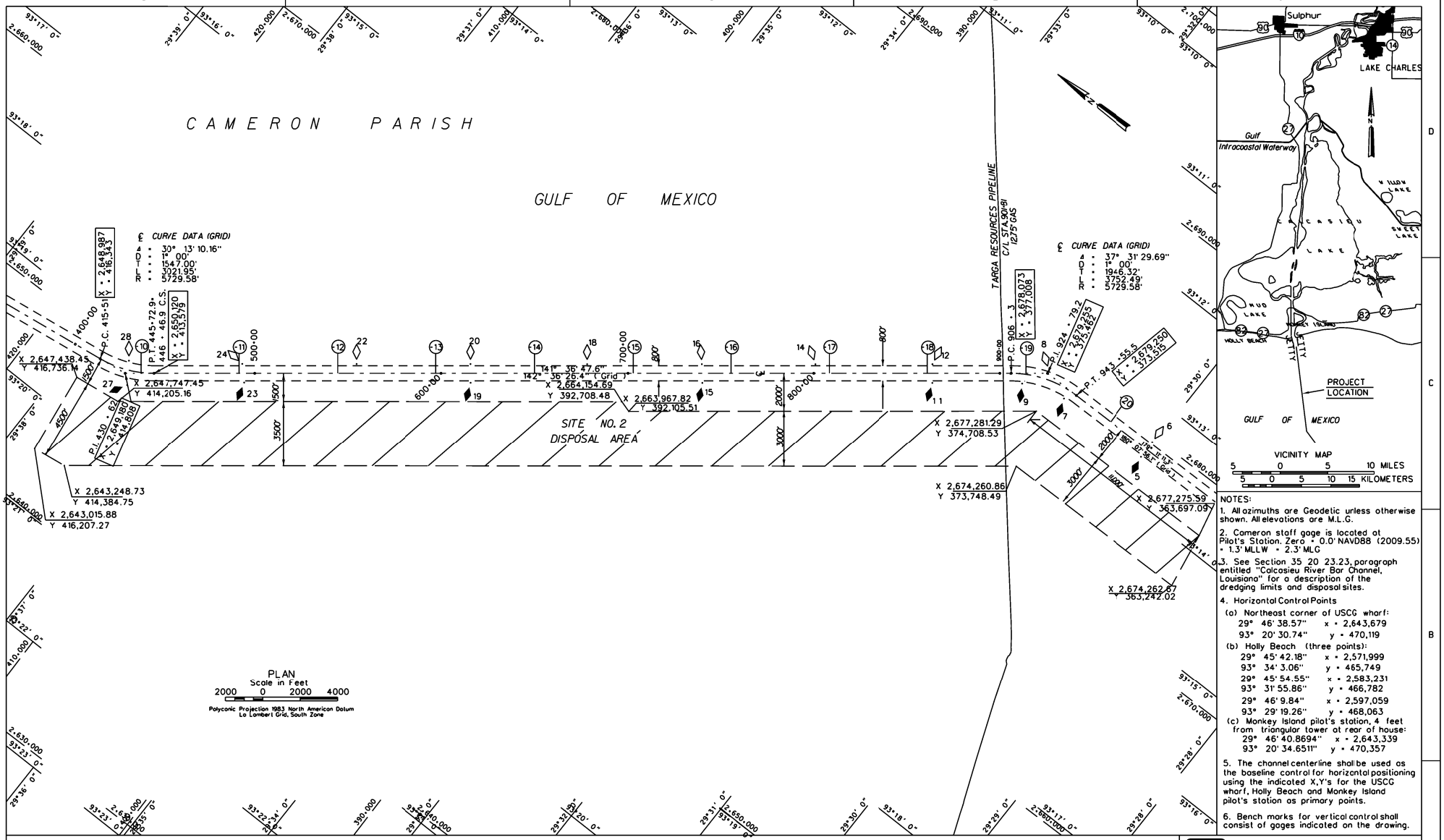
LEGEND
- MILEAGE
- BUOY
- STAFF GAGE
- DISPOSAL AREA
- SUNKEN OBJECT

CALCASIEU RIVER AND PASS MAINTENANCE DREDGING BAR CHANNEL HOPPER DREDGE CAMERON PARISH, LOUISIANA

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

PLATE 1 OF 3

YOUR KEY TO HIGHER PROFITS
Safety is a Part of Your Contract



CALCASIEU RIVER AND PASS
MAINTENANCE DREDGING
BAR CHANNEL HOPPER DREDGE
CAMERON PARISH, LOUISIANA

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   (c) Monkey Island pilot's station, 4 feet from triangular tower at rear of house:
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6. Bench marks for vertical control shall consist of gages indicated on the drawing.

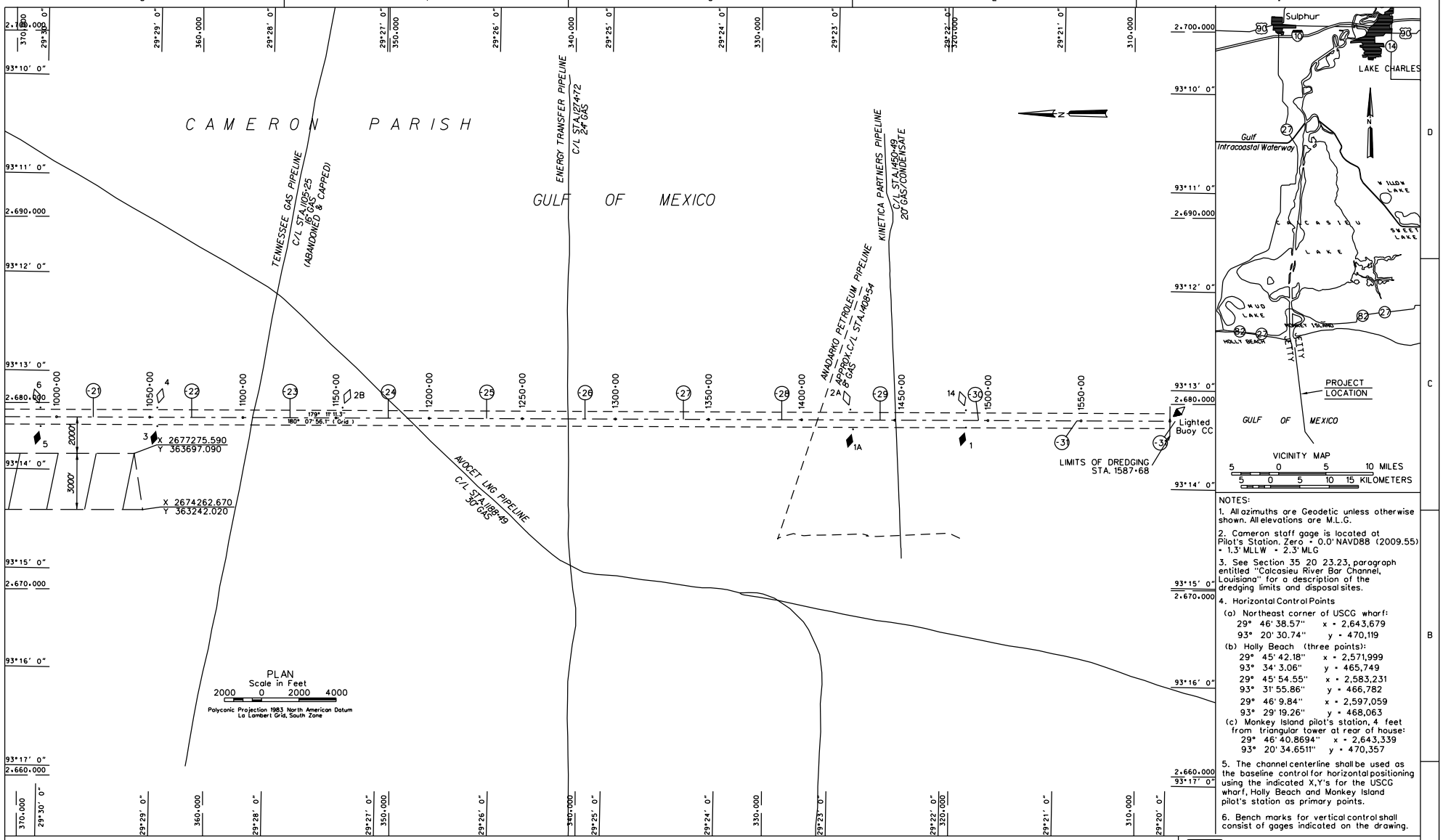
LEGEND
- MILEAGE
- BUOY
- STAFF GAGE
- DISPOSAL AREA

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

PLATE 2 OF 3

VALUE ENGINEERING CLAUSES — YOUR KEY TO HIGHER PROFITS

Safety is a Part of Your Contract



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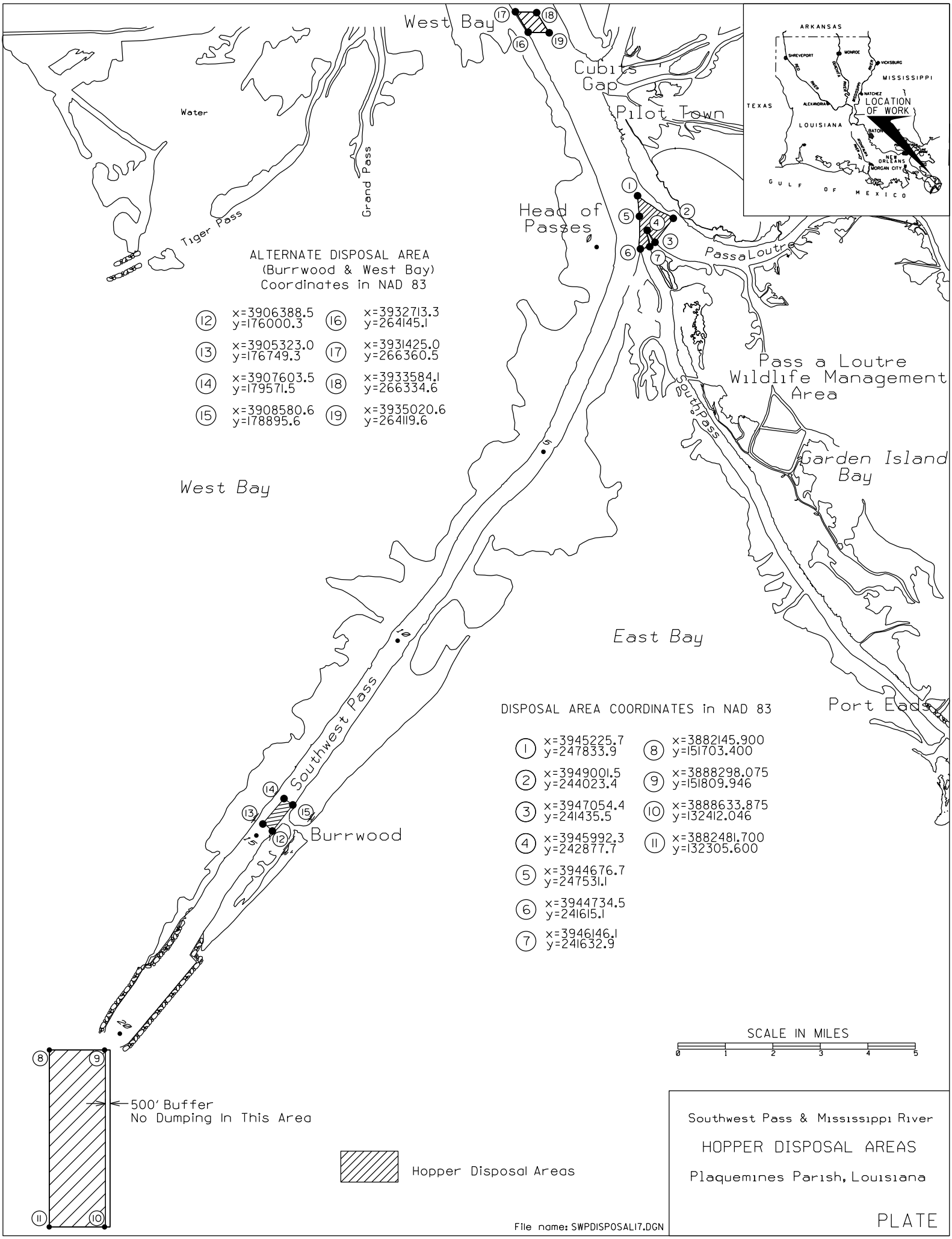
CALCASIEU RIVER AND PASS
MAINTENANCE DREDGING
BAR CHANNEL HOPPER DREDGE
CAMERON PARISH, LOUISIANA

LEGEND
- MILEAGE
- BUOY
- STAFF GAGE
- DISPOSAL AREA

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

PLATE 3 OF 3

VALUE ENGINEERING INCENTIVE CLAUSE — YOUR KEY TO HIGHER PROFITS
Safety is a Part of Your Contract



Southwest Pass & Mississippi River

HOPPER DISPOSAL AREAS

Plaquemines Parish, Louisiana

PLATE

File name: SWPDISPOSAL17.DGN

SECTION TABLE OF CONTENTS

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 20 23.26

NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM HOPPER DREDGE

PART 1 GENERAL

1.1 DESCRIPTION
1.2 MEASUREMENT AND PAYMENT
1.3 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION
1.4 DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 REQUIREMENTS FOR REPORTED DATA
3.1.1 Date and Time
3.1.2 Load Number
3.1.3 Horizontal Positioning
3.1.3.1 Vessel Horizontal Positioning
3.1.3.2 Draghead Horizontal Positioning
3.1.4 Hull Status
3.1.5 Dredge Course
3.1.6 Dredge Speed
3.1.7 Dredge Heading
3.1.8 Tide
3.1.9 Draft
3.1.10 Hopper Ullage Sounding
3.1.11 Hopper Volume
3.1.12 Displacement
3.1.13 Empty Displacement
3.1.14 Draghead Depths
3.1.15 Slurry Densities
3.1.16 Slurry Velocities
3.1.17 Pump RPM
3.1.18 Sea Suction Valve for Dragarm
3.1.19 Pumpout
3.2 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM REQUIREMENTS
3.2.1 Computer Requirements
3.2.2 Software
3.2.3 UPS
3.2.4 Internet Access
3.2.5 Data Routing Requirements
3.2.6 Data Reporting Frequency
3.2.7 Data Format
3.2.8 Data Reporting
3.2.9 Contractor Data Backup
3.3 PERFORMANCE REQUIREMENTS
3.4 LIST OF ITEMS TO BE PROVIDED BY THE CONTRACTOR

-- End of Section Table of Contents --

SECTION 35 20 23.26

NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM
HOPPER DREDGE

PART 1 GENERAL

1.1 DESCRIPTION

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

This performance-based specification section identifies the minimum required output and 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 shall be made for installation, operation, and maintenance of the DQM-certified system as specified herein for the duration of the dredging operations. All costs in connection therewith shall be considered a subsidiary obligation of the Contractor and shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule.

1.3 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION

The Contractor is required to have a current certification from DQM for the hopper dredge instrumentation system to be used under this contract. Criteria for certification shall be based on the most recent specification posted on the DQM website (http://dqm.usace.army.mil). Compliance with these criteria shall be verified by annual onsite quality assurance (QA) checks conducted by the DQM Support Center Data Acquisition and Analysis Team and by periodic review of the transmitted data. DQM Certification is valid for one year from the date of the annual QA checks. Certification is contingent upon the system's ability to continuously meet the performance requirements as outlined in the paragraph entitled "Performance Requirements". If issues with data quality are not corrected within 48 hours, the system certification shall be revoked and additional QA checks by the Data Acquisition and Analysis Team may be necessary.

Annual DQM Certification shall be based on the following:

- A series of quality assurance checks as outlined on the DQM website (https://dqm.usace.army.mil)

- Verification of data acquisition and transfer as described in the paragraph entitled "Performance Requirements"

- Review of the Dredge Plant Instrumentation Plan (DPIP) as described in the paragraph entitled "Dredge Plant Instrumentation Plan (DPIP)"

The Contractor shall have personnel who are familiar with the system instrumentation and who have the ability to recalibrate the sensors on site

during the QA process. The Contractor shall coordinate pickup times and locations and provide transportation to and from any platform with a DQM system to team personnel in a timely manner. As a general rule, Data Acquisition and Analysis Team personnel will come with PPE consisting of hardhats, steel toe boots, and life jackets. If additional safety equipment is needed - such as eye protection, safety harnesses, work gloves or personal location beacons - these items shall be provided to the team while on site. It is the Contractor's obligation to inform the QA team if the location designated for the QA checks has any site-specific safety concerns prior to their arrival on site.

The owner or operator of the dredge shall contact DQM at DQM-AnnualQA@rpsgroup.com on an annual basis, or at least three weeks prior to certification expiration, to schedule QA checks for renewal. This notification is meant to make the Data Acquisition and Analysis Team aware of a target date for the annual QA checks for the dredge. At least one week prior to the target date, the Contractor shall contact the Data Acquisition and Analysis Team and verbally coordinate a specific date and location. The Contractor shall then follow up this conversation with a written email confirmation. The owner/operator shall coordinate the QA checks with all local authorities, including but not limited to, the local USACE Contracting Officer's Representative (COR).

Recertification is required for any yard work which produces modification to displacement (change in dredge lines, or repositioning or repainting hull marks), modification to bin volume (change in bin dimensions, or addition or subtraction of structure), or changes in sensor type or location; these changes shall be reported in the sensor log section of the DPIP. A system does not have to be transmitting data between jobs; however, in order to retain its certification during this period, the system sensors or hardware should not be disconnected or removed from the dredge. If the system is powered down, calibration coefficients shall be retained.

1.4 DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

The Contractor shall have a digital copy of the 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 describe the sensors used, configuration of the system, how sensor data will be collected, how quality control on the data will be performed, and how sensors/data reporting equipment will be calibrated and repaired if they fail. A description of the computed dredge-specific data and how the sensor data will be transmitted to the DQM database will also be included.

A complete list of the required DPIP contents is provided on the DQM website (https://dqm.usace.army.mil).

The Contractor shall submit to the DQM Support Center any addendum or modifications made to the plan, subsequent to its original submission, prior to the start of work. Any changes to the computation methods shall be approved by the DQM Support Center prior to their implementation.

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 be responsible for replacement, repair, and calibration of sensors and other necessary data acquisition equipment needed to supply the required data.

Repairs shall be completed within 48 hours of any sensor failure. Upon completion of a repair, replacement, installation, modification, or calibration, the Contractor shall notify the COR. The COR may request recalibration of 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 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 specified accuracies and resolutions indicated in the following subparagraphs.

Reported sensor values for ullage, draft, and draghead depth should represent a weighted average with the highest and lowest values not included in the calculated average for the given interval. This information should be documented in the DPIP sections that say "Calculations done external to the instrumentation".

3.1.1 Date and Time

The date and time shall be reported to the nearest second and referenced to UTC time based on a 24-hour format: mm/dd/yyyy hh:mm:ss. The reported time shall be the time reported by the GPS in the NMEA string.

3.1.2 Load Number

A load number shall document the end of a disposal event. Load numbering will begin at number 1 at the start of the contract and will be incremented by 1 at the completion of each disposal event or emptying of the hopper. Whenever possible, the load number shall be calculated off of the sensors aboard the dredge and shall be a mathematically repeatable routine. Efforts shall be made to include logic that avoids false load number increments while also not allowing the routine to miss any disposal event. If manual incrementing of the load number is in place, extra attention shall be paid to this value in the quality control process.

3.1.3 Horizontal Positioning

All locations shall be obtained using a positioning system operating with a minimum accuracy level of 1 to 3 meters horizontal Circular Error Probable (CEP). Positions shall be reported as Latitude/Longitude WGS 84 in decimal

degrees. West Longitude and South Latitude values are reported as negative.

3.1.3.1 Vessel Horizontal Positioning

Vessel horizontal positioning shall be recorded as geographic coordinates of the vessel as indicated by the location of the GPS antenna.

3.1.3.2 Draghead Horizontal Positioning

Draghead horizontal positioning shall be recorded as geographic coordinates of the heel on the centerline of the draghead(s). Any offset calculations from the GPS antenna should be described in the DPIP.

3.1.4 Hull Status

Open/closed status of the hopper dredge, corresponding to the split/non-split condition of a split-hull hopper dredge, shall be monitored. For dredges with hopper doors, the status of a single door that is the first opened during normal disposal operations may be monitored. An "open" value shall indicate that the hopper door is open or, in the case of split-hull dredges, that the hull is split. A "closed" value indicates that the hopper doors are closed or, in the case of split-hull dredges, that the hull is not split.

For this contract, hull status shall register closed prior to leaving the disposal area.

3.1.5 Dredge Course

Dredge course-over-ground (COG) shall be provided using industry-standard equipment. The Contractor shall provide dredge course-over-ground to the nearest whole degree with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention.

3.1.6 Dredge Speed

Dredge speed-over-ground shall be provided in knots using industry-standard equipment with a minimum accuracy of 1 knot and resolution to the nearest 0.1 knot.

3.1.7 Dredge Heading

Dredge heading shall be provided using industry-standard equipment. The dredge 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.

3.1.8 Tide

Tide data shall be obtained using appropriate equipment to give the water level with an accuracy of +/- 0.1 foot and a resolution of 0.01 foot. Tide values above project datum described in the dredging specification shall be entered with a positive sign and those below with a negative sign.

3.1.9 Draft

All reported draft measurements shall be in feet, tenths, and hundredths with an accuracy of +/- 0.1 foot relative to observed physical draft readings. The measurements shall be reported at a resolution of two decimal

places (hundredths of a foot). The reported forward draft value shall be equal to the sum of the visual forward port and starboard draft mark readings divided by two. The reported aft draft value shall be equal to the sum of the visual aft port and starboard draft mark readings divided by two. Forward draft, aft draft, and average draft will be reported. Sensors shall be placed at an optimum location on the vessel to be reflective of observed physical draft mark readings at any trim or list. Minimum accuracies are conditional to relatively calm water. The sensor value reported shall be an average of at least ten samples per event, with at least one maximum value and one minimum value removed, and the minimum eight remaining values averaged. When the average draft is calculated for the purpose of determining displacement, significant digits for average draft shall be maintained such that if forward draft was 0.15 and aft draft was 0.1, then the average draft would be 0.125.

3.1.10 Hopper Ullage Sounding

All reported ullage soundings shall be in feet, tenths, and hundredths with an accuracy of +/- 0.1 foot with respect to the combing and be representative of the forward and aft extents of the hopper as close to the centerline as is possible. The measurements shall be reported at a resolution of two decimal places (hundredths of a foot). Forward ullage and aft ullage soundings will be reported. Sensors should be mounted so as to avoid discharge flume turbulence, foam, and any structure that could produce sidelobe errors. If sensors must be offset from the centerline of the hopper, they should be offset to opposite sides of the vessel. If more than one fore or one aft sensor are used, they shall be placed near the corners of the hopper, and the average value of the fore sensors and the average value of the aft sensors shall be reported. The sensor value reported shall be an average of at least ten samples per event, with at least one maximum value and one minimum value removed, and the minimum eight remaining values averaged. When the average ullage is calculated for the purpose of determining hopper volume, significant digits for average ullage shall be maintained such that if forward ullage was 0.15 and aft ullage was 0.1, then the average ullage would be 0.125.

3.1.11 Hopper Volume

Hopper volume shall be reported in cubic yards, based on the most accurate method available for the dredge. The minimum standard of accuracy for hopper volume is interpolation from the certified hopper volume table, based on the average fore and aft electronic ullage soundings.

3.1.12 Displacement

Dredge displacement shall be reported in long tons, based on the most accurate method available for the dredge. The minimum standard of accuracy for displacement is interpolation from the displacement table, based on the average draft. For this contract the density of water used to calculate displacement shall be 1025 kg/cubic meter, and it shall be used for an additional interpolation between the fresh and salt water tables.

3.1.13 Empty Displacement

Empty displacement shall be reported in long tons and shall be the lightship value of the dredge, or the weight of the dredge with no material in the hopper, adjusted for fuel and water consumption.

3.1.14 Draghead Depths

Draghead depths shall be reported with an accuracy of +/- 0.5 foot and a resolution to the nearest 0.1 foot as measured from the surface of the water with no tidal adjustments. Minimum accuracies are conditional to relatively calm water. The sensor value reported shall be an average of at least ten samples per event, with at least one maximum value and one minimum value removed, and the minimum eight remaining values averaged.

3.1.15 Slurry Densities

A density metering device, calibrated according to the manufacturer's specifications, shall be used to record the slurry density of each dragarm to the nearest 0.001 g/cc with an accuracy of +/- 0.01 g/cc. If the manufacturer does not specify a frequency of recalibration, calibration shall be conducted prior to commencement of work.

3.1.16 Slurry Velocities

A flow-metering device, calibrated according to the manufacturer's specifications, shall be used to record the slurry velocity of each dragarm to the nearest 0.01 fps with an accuracy of +/- 0.5 fps. If the manufacturer does not specify a frequency of recalibration, calibration shall be conducted prior to commencement of work. The slurry velocity shall be measured in the same pipeline inside diameter as that used for the slurry density measurement.

3.1.17 Pump RPM

The RPM of any pump being used to move material shall be measured with the highest level of accuracy that is standard on the vessel operational displays, either at the bridge, at the drag tender's controls, or in the engine room. Dredges with multiple pumps per side shall report RPM for the pump that best describes the dredging process (typically the outboard pump).

3.1.18 Sea Suction Valve for Dragarm

If sea suction can be taken to bypass suction through the draghead, the sea suction location and valve status will be reported. The status of the valve will change from "closed" to "open" when the valve starts to open and will register "closed" when the valve is fully closed. When applicable, the state of the latch will be reported as "true" or "false". The sea suction location shall be reported in a standard non-changing name string of no more than 20 characters. These field values will always occur in the XML string as a set. The DQM system can accommodate only up to four unique sea suction locations. Suggested options for the naming convention can be found in the example dataset in paragraph entitled "Data Format".

3.1.19 Pumpout

When the hopper dredge is being pumped out, a "true" value shall be reported; when it is not, a "false" value shall be reported. The only permissible values are "true" and "false".

3.2 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM REQUIREMENTS

The Contractor's DQM system shall be capable of collecting, displaying, and transmitting information to the DQM database. The applicable parameters from paragraph entitled "Requirements for Reported Data", shall be recorded

as events locally and continually 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, UPS, and network hub. The computer system shall be a standalone system, exclusive to the DQM monitoring system, and will 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 48 hours of determination of the condition.

3.2.1 Computer Requirements

The Contractor shall provide a dedicated onboard computer for use by the DQM system. This computer shall run USACE 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 an RJ-45 connector
Ports:	1 free serial port with standard 9-pin connectors; 1 free USB port
Other hardware:	Keyboard, mouse, monitor

The Contractor shall install a fully licensed copy of Windows 10 or newer Professional Operating System on the computer specified above. The Contractor shall also install any necessary manufacturer-provided drivers for the installed hardware.

This computer shall be located and oriented to allow data entry and data viewing, as well as to provide access to data ports for the 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 this computer. The DQM computer will have the USACE-provided Dredging Quality Management Onboard Software (DQMOBS) installed on it by DQM personnel along with USACE-selected software for remote support and management.

3.2.3 UPS

The Contractor shall supply an Uninterruptible Power Supply (UPS) for the computer and networking equipment. The UPS shall provide backup power at 1 kVA for a minimum of ten minutes. The UPS shall interface with the DQM computer to communicate UPS status. 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 and supporting remote access, as well as enough additional bandwidth to clear historically queued data when a connection is re-obtained. If connectivity is lost, unsent data shall be queued and transmitted upon restoration of connectivity. Delays in pushing real-time data to the DQM database should not exceed four hours.

Exceptions to these requirements may be granted by the DQM Support Center on a case-by-case basis with consideration for contract-specific requirements, site-specific conditions, and extreme weather events.

The Contractor shall acquire and install all necessary hardware and software to make the Internet connection available for data transmission to the DQM web service. The hardware and software must be configured to allow the DQM Support Center remote access to this computer. Coordination between the dredging company's IT and the DQM Support Center may be required in order to configure remote access though any security, firewall, router, and telemetry systems. Telemetry systems must be capable of meeting these minimum reporting requirements in all operating conditions.

3.2.5 Data Routing Requirements

Onboard sensors shall continually monitor dredge conditions, operations and efficiency and route this information into the shipboard dredge-specific system (DSS) computer to assist in guiding dredge operations. Portions of this Contractor-collected information 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 9600- or 19200-baud serial interface. The serial interface shall be configured as 8 bits, no parity, and no flow control.

3.2.6 Data Reporting Frequency

Data shall be logged as a series of events. Each event will consist of a dataset containing dredge information as per paragraph entitled "Requirements for Reported Data". Each set of measurements (time, position, etc.) will be considered an event. Any required information in paragraph entitled "Requirements for Reported Data" that is not an averaged variable (draft and ullage) shall be collected within 1 second of the reported time. A data string for an event shall be sent to the DQM computer every 6 to 12 seconds, and this interval shall remain constant throughout the contract; data strings shall never be transmitted more frequently than once per every 5 seconds. Any averaged variable must be collected and computed within this sampling interval.

3.2.7 Data Format

Data shall be reported as an eXtensible Markup Language (W3C standard XML 1.0) document as indicated below. Line breaks and spaces are added for readability, but the carriage return, line feed character combination is added only to delineate records (HOPPER_DREDGING_DATA tag) for actual data transmission.

```
<?xml version="1.0"?>
 <HOPPER_DREDGING_DATA version = "2.0">
    <PLANT_IDENTIFIER>integer string</PLANT_IDENTIFIER>
    <DREDGE_NAME>string32</DREDGE_NAME>
    <HOPPER_DATA_RECORD>
      <DATE_TIME>time date string</DATE_TIME>
      <CONTRACT_NUMBER>string32</CONTRACT_NUMBER>
      <LOAD_NUMBER>integer string</LOAD_NUMBER>
      <VESSEL_X coord_type="LL">floating point string</VESSEL_X>
      <VESSEL_Y coord_type="LL">floating point string</VESSEL_Y>
      <PORT_DRAG_X coord_type="LL">floating point string</PORT_DRAG_X>
      <PORT_DRAG_Y coord_type="LL">floating point string</PORT_DRAG_Y>
      <STBD_DRAG_X coord_type="LL">floating point string</STBD_DRAG_X>
      <STBD_DRAG_Y coord_type="LL">floating point string
```

```
</STBD_DRAG_Y>
        <HULL_STATUS>OPEN/CLOSED string</HULL_STATUS>
        <VESSEL_COURSE>floating point string<VESSEL_COURSE>
        <VESSEL_SPEED>floating point string</VESSEL_SPEED>
        <VESSEL_HEADING>floating point string</VESSEL_HEADING>
        <TIDE>floating point string</TIDE>
        <DRAFT_FORE>floating point string</DRAFT_FORE>
        <DRAFT_AFT>floating point string</DRAFT_AFT>
        <ULLAGE_FORE>floating point string</ULLAGE_FORE>
        <ULLAGE_AFT>floating point string</ULLAGE_AFT>
        <HOPPER_VOLUME>floating point string</HOPPER_VOLUME>
        <DISPLACEMENT>floating point string</DISPLACEMENT>
        <EMPTY_DISPLACEMENT>floating point string </EMPTY_DISPLACEMENT>
        <DRAGHEAD_DEPTH_PORT>floating point string
</DRAGHEAD_DEPTH_PORT>
        <DRAGHEAD_DEPTH_STBD>floating point string
</DRAGHEAD_DEPTH_STBD>
        <PORT_DENSITY>floating point string</PORT_DENSITY>
        <STBD_DENSITY>floating point string</STBD_DENSITY>
        <PORT_VELOCITY>floating point string</PORT_VELOCITY>
        <STBD_VELOCITY>floating point string</STBD_VELOCITY>
        <PUMP_RPM_PORT>floating point string</PUMP_RPM_PORT>
        <PUMP_RPM_STBD>floating point string</PUMP_RPM_STBD>
        <VALVE_1_LOCATION>string32<VALVE_1_LOCATION>
        <VALVE_1_STATUS>open/closed</VALVE_1_STATUS>
        <VALVE_1_LATCHED>true/false</VALVE_1_LATCHED>
        <VALVE_2_LOCATION>string32</VALVE_2_LOCATION>
        <VALVE_2_STATUS>open/closed</VALVE_2_STATUS>
        <VALVE_2_LATCHED>true/false</VALVE_2_LATCHED>
        <VALVE_3_LOCATION>string32</VALVE_3_LOCATION>
        <VALVE_3_STATUS>open/closed</VALVE_3_STATUS>
        <VALVE_3_LATCHED>true/false</VALVE_3_LATCHED>
        <VALVE_4_LOCATION>string32</VALVE_4_LOCATION>
        <VALVE_4_STATUS>open/closed</VALVE_4_STATUS>
        <VALVE_4_LATCHED>true/false</VALVE_4_LATCHED>
        <PUMP_OUT_ON>true/false/unknown string</PUMP_OUT_ON>
      </HOPPER_DATA_RECORD>
    </HOPPER_DREDGING_DATA>
   Carriage Return - ASCII value 13
   Line Feed - ASCII value 10
```

Example

```
<?xml version="1.0"?>
 <HOPPER_DREDGING_DATA version = "2.0">
   <PLANT_IDENTIFIER>9999</PLANT_IDENTIFIER>
   <DREDGE_NAME>Essayons</DREDGE_NAME>
   <HOPPER_DATA_RECORD>
     <DATE_TIME>04/11/2002 13:12:05</DATE_TIME>
     <CONTRACT_NUMBER>GDSNWP-11-G-0001</CONTRACT_NUMBER>
     <LOAD_NUMBER>102</LOAD_NUMBER>
     <VESSEL_X coord_type="LL">-80.123333</VESSEL_X>
     <VESSEL_Y coord_type="LL">10.123345</VESSEL_Y>
     <PORT_DRAG_X coord_type="LL">-80.1233371</PORT_DRAG_X>
     <PORT_DRAG_Y coord_type="LL">10.12335</PORT_DRAG_Y>
     <STBD_DRAG_X coord_type="LL">-80.123339</STBD_DRAG_X>
     <STBD_DRAG_Y coord_type="LL">10.123347</STBD_DRAG_Y>
     <HULL_STATUS>CLOSED</HULL_STATUS>
```

```
        <VESSEL_COURSE>258</VESSEL_COURSE>
        <VESSEL_SPEED>3.4</VESSEL_SPEED>
        <VESSEL_HEADING>302</VESSEL_HEADING>
        <TIDE>-0.1</TIDE>
        <DRAFT_FORE>10.05</DRAFT_FORE>
        <DRAFT_AFT>15.13</DRAFT_AFT>
        <ULLAGE_FORE>10.11</ULLAGE_FORE>
        <ULLAGE_AFT>10.22</ULLAGE_AFT>
        <HOPPER_VOLUME>2555.2</HOPPER_VOLUME>
        <DISPLACEMENT>4444.1</DISPLACEMENT>
        <EMPTY_DISPLACEMENT>2345.0</EMPTY_DISPLACEMENT>
        <DRAGHEAD_DEPTH_PORT>55.10</DRAGHEAD_DEPTH_PORT>
        <DRAGHEAD_DEPTH_STBD>53.21</DRAGHEAD_DEPTH_STBD>
        <PORT_DENSITY>1.02</PORT_DENSITY>
        <STBD_DENSITY>1.03</STBD_DENSITY>
        <PORT_VELOCITY>22.1</PORT_VELOCITY>
        <STBD_VELOCITY>23.3</STBD_VELOCITY>
        <PUMP_RPM_PORT>55</PUMP_RPM_PORT>
        <PUMP_RPM_STBD>54</PUMP_RPM_STBD>
        <VALVE_1_LOCATION>Starboard Dragarm<VALVE_1_LOCATION>
        <VALVE_1_STATUS>open</VALVE_1_STATUS>
        <VALVE_1_LATCHED>true</VALVE_1_LATCHED>
        <VALVE_2_LOCATION>Port Dragarm</VALVE_2_LOCATION>
        <VALVE_2_STATUS>closed</VALVE_2_STATUS>
        <VALVE_2_LATCHED>false</VALVE_2_LATCHED>
        <VALVE_3_LOCATION>Port Sea Chest</VALVE_3_LOCATION>
        <VALVE_3_STATUS>closed</VALVE_3_STATUS>
        <VALVE_3_LATCHED>false</VALVE_3_LATCHED>
        <VALVE_4_LOCATION>Starboard Sea Chest</VALVE_4_LOCATION>
        <VALVE_4_STATUS>open</VALVE_4_STATUS>
        <VALVE_4_LATCHED>false</VALVE_4_LATCHED>
        <PUMP_OUT_ON>false</PUMP_OUT_ON>
         </HOPPER_DATA_RECORD>
      </HOPPER_DREDGING_DATA>
    <cr>
    <lf>
    <?xml version="1.0"?>
     <HOPPER_DREDGING_DATA version = "2.0">
        <PLANT_IDENTIFIER>9999</PLANT_IDENTIFIER>
        <DREDGE_NAME>Essayons</DREDGE_NAME>
         <HOPPER_DATA_RECORD>
         <DATE_TIME>04/11/2002 13:12:10</DATE_TIME>
         <CONTRACT_NUMBER>GDSNWP-11-G-0001</CONTRACT_NUMBER>
         <LOAD_NUMBER>102</LOAD_NUMBER>
         <VESSEL_X coord_type="LL">-80.123334</VESSEL_X>
         <VESSEL_Y coord_type="LL">10.123346</VESSEL_Y>
         <PORT_DRAG_X coord_type="LL">-80.1233372</PORT_DRAG_X>
         <PORT_DRAG_Y coord_type="LL">10.12336</PORT_DRAG_Y>
         <STBD_DRAG_X coord_type="LL">-80.123340</STBD_DRAG_X>
         <STBD_DRAG_Y coord_type="LL">10.123348</STBD_DRAG_Y>
         <HULL_STATUS>CLOSED</HULL_STATUS>
         <VESSEL_COURSE>259</VESSEL_COURSE>
         <VESSEL_SPEED>3.5</VESSEL_SPEED>
         <VESSEL_HEADING>300</VESSEL_HEADING>
         <TIDE>-0.1</TIDE>
         <DRAFT_FORE>10.00</DRAFT_FORE>
         <DRAFT_AFT>15.15</DRAFT_AFT>
         <ULLAGE_FORE>10.15</ULLAGE_FORE>
         <ULLAGE_AFT>10.20</ULLAGE_AFT>
```

```
          <HOPPER_VOLUME>2555.5</HOPPER_VOLUME>
          <DISPLACEMENT>4444.0</DISPLACEMENT>
          <EMPTY_DISPLACEMENT>2345.0</EMPTY_DISPLACEMENT>
          <DRAGHEAD_DEPTH_PORT>55.15</DRAGHEAD_DEPTH_PORT>
          <DRAGHEAD_DEPTH_STBD>53.19</DRAGHEAD_DEPTH_STBD>
          <PORT_DENSITY>1.00</PORT_DENSITY>
          <STBD_DENSITY>1.01</STBD_DENSITY>
          <PORT_VELOCITY>22.5</PORT_VELOCITY>
          <STBD_VELOCITY>23.3</STBD_VELOCITY>
          <PUMP_RPM_PORT>55</PUMP_RPM_PORT>
          <PUMP_RPM_STBD>54</PUMP_RPM_STBD>
          <VALVE_1_LOCATION>Starboard Dragarm</VALVE_1_LOCATION>
          <VALVE_1_STATUS>open</VALVE_1_STATUS>
          <VALVE_1_LATCHED>true</VALVE_1_LATCHED>
          <VALVE_2_LOCATION>Port Dragarm</VALVE_2_LOCATION>
          <VALVE_2_STATUS>closed</VALVE_2_STATUS>
          <VALVE_2_LATCHED>false</VALVE_2_LATCHED>
          <VALVE_3_LOCATION>Port Sea Chest</VALVE_3_LOCATION>
          <VALVE_3_STATUS>closed</VALVE_3_STATUS>
          <VALVE_3_LATCHED>false</VALVE_3_LATCHED>
          <VALVE_4_LOCATION>Starboard Sea Chest</VALVE_4_LOCATION>
          <VALVE_4_STATUS>open</VALVE_4_STATUS>
          <VALVE_4_LATCHED>false</VALVE_4_LATCHED>
          <PUMP_OUT_ON>false</PUMP_OUT_ON>
        </HOPPER_DATA_RECORD>
      </HOPPER_DREDGING_DATA>
     <cr>
     <lf>
```

3.2.8 Data Reporting

The system shall transmit correctly formatted event data XML strings to the DQM database continuously from mobilization until the last USACE post-dredging survey has been accepted. If the Internet connection (paragraph entitled "Internet Access") is non-operable, manual backups from the dredge computer of the XML data string which would have been transmitted to the DQM computer over the serial connection shall be performed for each day the device is inoperable and submitted to the DQM Support Center within 48 hours. This submission does not replace the requirement of correcting the issue affecting the automatic transmission of data. In the event of data transfer, transmission, or hardware failure, a manually recorded disposal log shall be maintained. It shall consist of a series of events. These events are start of dredging, end of dredging, pre-disposal, and post-disposal. Each event shall include time stamp (GMT), position (Latitude and Longitude WGS84), draft, ullage, volume, and displacement. Disposal logs shall be submitted on a daily basis to the COR during the time when the system is not operational.

3.2.9 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 XML format which would have been transmitted to the DQM computer. There shall be no line breaks between the parameters; 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 storage medium acceptable to the COR.

At the end of the dredging contract, the Contractor shall contact the DQM Support Center prior to discarding the data. The DQM Support Center will verify that all data has been received and appropriately archived before giving the Contractor discard permission. The Contractor shall record in a separate section at the end of the dredge's onboard copy of the DPIP the following information:

- Person who made the call
- Date of the call
- DQM representative who gave permission to discard

3.3 PERFORMANCE REQUIREMENTS

The Contractor's DQM system shall be fully operational at the start of dredging operations and fully certified prior to moving dredge material on the contract (see paragraph entitled "National Dredging Quality Management Program Certification"). To meet contract requirements for operability, in addition to certification, the Contractor's system shall provide a data string with all values for all parameters while operating, as described in the specifications. Additionally, all hardware shall be compliant with hardware requirements (paragraph entitled "Computer Requirements"). 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 48 hours. Failure by the Contractor to report the required data within the specified time window for dredge measurements (see paragraph entitled "Data Reporting Frequency", and paragraph entitled "Data Reporting") will result in withholding of up to 10% of the contract progress payment per clause 52.232-5.

3.4 LIST OF ITEMS TO BE PROVIDED BY THE CONTRACTOR

DPIP	https://dqm.usace.army.mil
DQM System	
Sensor instrumentation	Paragraph entitled "Requirements for Reported Data"
DQM computer	Paragraph entitled "National Dredging Quality Management Program System Requirements"
Dredge Data	
Event documentation	Paragraph entitled "Data Reporting"
Dredge data backups	Paragraph entitled "Contractor Data Backup"
QA Equipment on the Dredge	
Dragarm depth chain	
Ullage tape	
Refractometer	
Water sampling device	

-- End of Section --