



US Army Corps
of Engineers
Savannah District

Savannah Harbor Georgia

***2**

Solicitation Number

DACW21-02-B-0007

Maintenance Dredging

Savannah Harbor, Station 0+000 – 112+500 and

Sediment Basin, Station 0+000 - 13+300

March 2002

**THIS SOLICITATION IS SMALL BUSINESS SET-ASIDE,
\$17,000,000 SIZE STANDARD, AS DEFINED BY THE SMALL
BUSINESS ADMINISTRATION**

**U.S. ARMY ENGINEER DISTRICT, SAVANNAH
CORPS OF ENGINEERS
100 WEST OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3640**

(Revised by Amendment No. 0002)

NOTICE TO BIDDERS

CLAUSE 52.214-4001(c) FACSIMILE MODIFICATION OF BIDS" NOW CONTAINS THE FOLLOWING LANGUAGE:

ALL FACSIMILE BID MODIFICATIONS SHALL CONTAIN A COMPLETED BID SCHEDULE. THE SPACES SHALL BE FILLED IN FOR UNIT PRICES, EXTENDED PRICES AND TOTAL BID PRICE.

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. DACW21-02-B-0007	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 26-Mar-2002	PAGE OF PAGES 1 OF 77	
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.						
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.		
7. ISSUED BY US ARMY ENGINEER DISTRICT SAVANNAH ATTN: CT-P/EDWINA FRAYALL 100 WEST OGLETHORPE AVENUE P.O. BOX 889 SAVANNAH GA 31402-0889 TEL: (912) 652-5987 FAX: (912) 652-6059		CODE ESF	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> See Item 7 TEL: FAX:			CODE
9. FOR INFORMATION CALL:		A. NAME EDWINA S FRAYALL		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (912) 652-5987		
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 <i>(Title, identifying no., date):</i> CONTRACT SPECIALIST: Edwina S. Frayall, 912-652-5987, email: edwina.s.frayall@sas02.usace.army.mil Savannah Harbor - Maintenance Dredging, Savannah Harbor, Station 0+000-112+500 and Sediment Basin Station 0+000-13+300, Jasper, South Carolina and Chatham County, Georgia This project consists of maintenance dredging approximately 3,000,000 cubic yards of maintenance material from the Sediment Basin and Station 0+000 to 112+500 in Savannah Harbor. The dredged material will be placed in containment areas adjacent to the dredging locations. *SEE SECTION 01502 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK NOTE: The estimated price range for this project is between \$5,000,000.00 and \$10,000,000.00 NOTE: This is a Small Business Set-aside						
11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>495</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Section 01502 _____ .)						
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 5		
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>14:00:00</u> (hour) local time <u>5/7/02</u> (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 <input checked="" type="checkbox"/> is, <input type="checkbox"/> 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 <u>60</u> 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:
SEE SCHEDULE

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)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

SECTION 00010 Solicitation Contract Form

ALL BIDDERS ARE ADVISED MATERIALLY UNBALANCE BIDS MAY BE REJECTED AS NONRESPONSIVE. SEE SECTION 00100- 52.214.0019.

ESTIMATED LINE ITEMS SHALL NOT EXCEED THE ESTIMATED AMOUNT WITHOUT PRIOR APPROVAL OF THE CONTRACTING OFFICER.

ITEM NO SUPPLIES/SERVICES
0001 Mobilization and Demobilization

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Mobilization/Demobilization	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	All over 1	1.00	Each	\$ _____	\$ _____

ITEM NO SUPPLIES/SERVICES
0002 Maintenance Dredging, Station 112+500 to 103+000 and Argyle Island and Port Wentworth Turning Basins:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Production Dredging	44,700.00	Cubic Yard	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	All over 44,700 Cubic Yards	13,400.00	Cubic Yard	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002BA	Station Dredging	500.00	Linear Foot	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002BB	All over 500 Linear Feet	250.00	Linear Foot	\$ _____	\$ _____

ITEM NO 0003
 SUPPLIES/SERVICES
 Maintenance Dredging, Station 103+000 to 79+600:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Production Dredging	123,400.00	Cubic Yard	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	All over 123,400 Cubic Yard	23,200.00	Cubic Yard	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BA	Station Dredging	2,250.00	Linear Foot	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BB	All over 2250 Linear Feet	500.00	Linear Foot	\$ _____	\$ _____

ITEM NO SUPPLIES/SERVICES
0004

Maintenance Dredging, Kings Island Turning Basin and Transition:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		190,200.00	Cubic Yard	\$_____	\$_____
	Production Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		704,800.00	Cubic Yard	\$_____	\$_____
	All over 190,000 Cubic Yard				

ITEM NO SUPPLIES/SERVICES
0005

Maintenance Dredging, Marsh Island Turning Basin:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		25,500.00	Cubic Yard	\$_____	\$_____
	Production Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		4,500.00	Cubic Yard	\$_____	\$_____
	All over 25,500 Cubic Yard				

ITEM NO SUPPLIES/SERVICES
0006

Maintenance Dredging, Station 79+600 to 60+000:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA		332,300.00	Cubic Yard	\$ _____	\$ _____
	Production Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB		140,400.00	Cubic Yard	\$ _____	\$ _____
	All over 332,300 Cubic Yard				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006BA		1,500.00	Linear Foot	\$ _____	\$ _____
	Station Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006BB		500.00	Linear Foot	\$ _____	\$ _____
	All over 1500 Feet				

ITEM NO 0007 SUPPLIES/SERVICES
Maintenance Dredging, Fig Island Turning Basin:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA		74,800.00	Cubic Yard	\$ _____	\$ _____
	Production Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB		13,200.00	Cubic Yard	\$ _____	\$ _____
	All over 74,800 Cubic Yard				

ITEM NO SUPPLIES/SERVICES
 0008 Maintenance Dredging, Station 60+000 to 50+000:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	Production Dredging	60,600.00	Cubic Yard	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	All over 60,600 Cubic Yard	21,100.00	Cubic Yard	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008BA	Station Dredging	500.00	Linear Foot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008BB	All over 500 Feet	250.00	Linear Foot	\$_____	\$_____

ITEM NO SUPPLIES/SERVICES
 0009 Maintenance Dredging, Savannah Harbor, Station 50+000 to 40+000:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	Production Dredging	255,300.00	Cubic Yard	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB		77,700.00	Cubic Yard	\$ _____	\$ _____
	All over 255,300 Cubic Yard				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009BA		500.00	Linear Foot	\$ _____	\$ _____
	Station Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009BB		250.00	Linear Foot	\$ _____	\$ _____
	All over 500 Feet				

ITEM NO 0010 SUPPLIES/SERVICES
 Maintenance Dredging, Savannah Harbor, Station 40+000 to 26+400:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA		219,400.00	Cubic Yard	\$ _____	\$ _____
	Production Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB		52,000.00	Cubic Yard	\$ _____	\$ _____
	All over 219,400 Cubic Yard				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BA		1,500.00	Linear Foot	\$ _____	\$ _____
	Station Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BB		250.00	Linear Foot	\$ _____	\$ _____
	All over 1500 Feet				

ITEM NO 0011 SUPPLIES/SERVICES
Maintenance Dredging, Savannah Harbor, Station 26+400 to 0+000:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AA		61,000.00	Cubic Yard	\$ _____	\$ _____
	Production Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AB		15,000.00	Cubic Yard	\$ _____	\$ _____
	All over 61,000 Cubic Yard				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011BA		2,500.00	Linear Foot	\$ _____	\$ _____
	Station Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011BB		250.00	Linear Foot	\$ _____	\$ _____
	All over 2500 Feet				

ITEM NO 0012 SUPPLIES/SERVICES
Maintenance Dredging, Sediment Basin, Station 0+500 to 13+300:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA		637,500.00	Cubic Yard	\$ _____	\$ _____
	Production Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AB		862,500.00	Cubic Yard	\$ _____	\$ _____
	All over 637,500 Cubic Yard				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012BA		500.00	Linear Foot	\$ _____	\$ _____
	Station Dredging				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012BB		250.00	Linear Foot	\$ _____	\$ _____
	All over 500 Feet				

TOTAL: \$ _____

***** IMPORTANT *****

INFORMATION REQUESTED BELOW MUST BE SPECIFIC. GENERALITIES WILL NOT BE ACCEPTED.

PLANT AND EQUIPMENT SCHEDULE (To be attached to Bid Form when required by solicitation)					
AVAILABLE PLANT TO BE USED					
NO.	TYPE	CAPACITY	MANUFACTURER	AGE AND CONDITION	LOCATION

NOTES: In preparing the above tabulation the bidder shall insert the following information under the appropriate heading, using a separate line for each major item and an additional page if necessary.

a. Number. For dredges give identifying number or name.

b. Type. Under this heading, give description as follows: For crane, bucket, and dipper dredges show bucket capacity in cubic yards, horsepower of hoist engine, type of power, and number of swings per hour; for pipeline dredges, show inside diameter of discharge pipe, horsepower of pump engine, and type of power.

c. Capacity. Under this heading, state the estimated capacity of the plant in cubic yards per month when working materials similar to those which it is anticipated will be encountered in the performance of the work.

The following statement will be executed by all bidders:

The plant will, will not, have the facilities for furnishing the meals required by paragraph ACCOMMODATIONS AND MEALS FOR INSPECTORS of the Technical Provisions of the contract.

CONTRACTOR'S PLANT DATA SHEET

DREDGE DATA

Dredge Name: _____ Built by: _____ Year of Manufacture: _____
Acquisition Date: _____ Pump Horsepower: _____ I.D. Suction (in): _____ Pump Engine RPM's (max): _____
RPM's (avg running): _____ Reduction Gear to Pump: _____ Pump size (in): _____ Pump RPM's (max): _____
Impeller Dia (in): _____ Eye Dia (in): _____ Cutter IIP: _____ Cutter Dia: _____ Ladder Weight: _____
Ladder pump HP (if equipped): _____ Max swing width (include spud barge if applicable): _____
Other IIP: _____ Total IIP: _____ Ladder length: _____ Max. Digging Depth: _____

BOOSTER PUMP DATA (if applicable)

Total Pump HP: _____ Pump Engine RPM's: _____ Pump Size: _____ Reduction Gear to Pump: _____
Pump RPM's: _____ Impeller Dia (in): _____ Eye Dia (in): _____ Discharge Dia (in): _____
Suction Dia (in): _____ Year of Manufacture: _____ Acquisition Date: _____

BOOSTER PUMP BARGE MOUNTED DATA (if applicable)

Total Pump HP: _____ Pump Engine RPM's: _____ Pump Size: _____ Reduction Gear to Pump: _____
Pump RPM's: _____ Impeller Dia (in): _____ Eye Dia (in): _____ Discharge Dia (in): _____
Suction Dia (in): _____ Description: _____ Manufacture Year: _____ Acquisition Year: _____
Barge Input: _____ Description: _____ Manufacture Year: _____ Acquisition Year: _____

TUGS & TENDER DATA

Tug Name: _____ HP: _____ Year of Manufacture: _____ Acquisition date: _____
Description: _____
Tug Name: _____ HP: _____ Year of Manufacture: _____ Acquisition date: _____
Description: _____
Tender Name: _____ IIP: _____ Year of Manufacture: _____ Acquisition date: _____
Description: _____
Tender Name: _____ HP: _____ Year of Manufacture: _____ Acquisition date: _____
Description: _____
Tender Name: _____ HP: _____ Year of Manufacture: _____ Acquisition date: _____
Description: _____

DERRICK BARGE

Description: _____ Capacity (tons): _____ Year of Manufacture: _____ Total IIP: _____ Acquisition date: _____

CRANE BARGE

Description: _____ Capacity (tons): _____ Year of Manufacture: _____ Acquisition date: _____

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.215-12 Subcontractor Cost or Pricing Data

OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-5000 EVALUATION OF SUBDIVIDED ITEMS (MAR 1995)--EFARS

Item Nos. 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011 and 0012 are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its sub-items.

(End of clause)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

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.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

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

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

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

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

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was

specifically stipulated or permitted by the solicitation.

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

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

- (a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.
- (b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--
- (1) Lump sum bidding;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of subparagraphs (1) through (3) above.
- (c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- (d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

- (a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.
- (b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.
- (c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- (d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.214-4001 FACSIMILE MODIFICATION OF BIDS (Ref. FAR 52.214-5(c)) (JUL 1999 CESAS-CT-C)

(a) Definition. "Facsimile bid modification," as used in this solicitation means a modification to a bid that has been submitted in accordance with the solicitation.

(b) Bidders may submit facsimile bid modifications to this solicitation. These facsimile bid modifications must arrive at the place and by the time specified in the solicitation.

(c) ALL FACSIMILE BID MODIFICATIONS SHALL CONTAIN A COMPLETED BID SCHEDULE. THE SPACES SHALL BE FILLED IN FOR UNIT PRICES, EXTENDED PRICES AND TOTAL BID PRICE.

(d) Facsimile bid modifications must contain the signature of an official of the company.

(e) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: 912-652-6001

(2) Compatibility characteristics - CCTTT Group 3, 2, 1

(f) If the bidder chooses to transmit a facsimile bid modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile modification, including, but not limited to, the following:

(1) Receipt of garbled or incomplete modification.

(2) Availability or condition of the receiving facsimile equipment.

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of modification.

(5) Failure of the bidder to properly identify the modification.

(6) Illegibility of modification.

(7) Security of modification data.

(End of provision)

52.214-4002 HAND-CARRIED OR MAILED BIDS/PROPOSALS:

All bids/proposals must be clearly identified with the contractor name and address and Notice to Bidder OF-17 label affixed to the lower left corner of the outermost wrapper indicating the Invitation No., Date of Bid/Proposal Opening, Time of Opening, and Bid/Proposals For information. Bids/Proposals not properly identified on the outermost wrapper may not be acceptable if received late by the Contracting Officer, as there may be no way to determine the exact time of receipt by the agency.

The Government will not be responsible for bids delivered to any location or to anyone other than those designated to receive bids/proposals on its behalf as indicated below.

Bids/Proposals delivered by commercial carrier and those sent by U.S. Mail must be addressed as indicated below. Bids/proposals shall not be addressed to any specific person.

U.S. Army Engineer District, Savannah
ATTN: CESAS-CT-P
100 West Oglethorpe Avenue
Savannah, Georgia 31401-3640

Bids/Proposals sent by U.S. Mail must be mailed within sufficient time so that they will be received in the mailroom on the first floor not later than the exact time set for opening of bids/proposals.

Commercial carrier hand-carried bids/proposals must be delivered to mailroom personnel on the first floor not later than the exact time set opening of bids/proposals.

Contractor hand-carried bids/proposals delivered more than a half-hour before bid opening must also be delivered to mailroom personnel on the first floor.

Contractor hand-carried bids/proposals delivered within a half-hour of bid opening must be delivered to the bid opening room on the second floor.

52.214-4003 AMENDMENTS

Amendments to this solicitation will be posted on the Internet at <http://www.sas.usace.army.mil/ebs/> unless the total amended compressed files are greater than 5 MBYTES in which case a new CD ROM disk will be issued. For those amendments that are only posted on the internet, a paper copy of SF30, Amendment of Solicitation/Modification of Contract," including a list of revised specifications and drawings will be mailed to each bidder.

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
30.6%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations

required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Savannah Harbor, Jasper County, South Carolina and Chatham County, Georgia**

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--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 Act or Balance of Payments Program 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 Act or Balance of Payments Program 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 Act or Balance of Payments Program, 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 or NAFTA 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, designated country, or NAFTA 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, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA 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 (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _

District Engineer
U.S. Army Engineer District, Savannah
100 West Oglethorpe Avenue
Savannah, GA 31401-3640

(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: Lyle Maciejewski
Address: 100 West Oglethorpe Avenue, Savannah, GA 31402
Telephone: (912) 652-5064

52.236-4011 Disclosure of Magnitude of Construction (FAR 36.204 and DFARS 236.204)

The estimated price range for this project is between \$5,000,000.00 and \$10,000,000.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

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

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

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234990.

(2) The small business size standard is \$17.0 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

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

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

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

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

___ 50 or fewer ___ \$1 million or less
 ___ 51 - 100 ___ \$1,000,001 - \$2 million
 ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
 ___ 251 - 500 ___ \$3,500,001 - \$5 million
 ___ 501 - 750 ___ \$5,000,001 - \$10 million
 ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
 ___ Over 1,000 ___ Over \$17 million

(End of provision)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

___ 50 or fewer ___ \$1 million or less
 ___ 51 - 100 ___ \$1,000,001 - \$2 million
 ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
 ___ 251 - 500 ___ \$3,500,001 - \$5 million
 ___ 501 - 750 ___ \$5,000,001 - \$10 million
 ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
 ___ 17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary.

The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(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 \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(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, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998

52.223-6	Drug Free Workplace	MAY 2001
52.225-5	Trade Agreements	FEB 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
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 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.248-3 Alt I	Value Engineering-Construction (Feb 2000) - Alternate I	APR 1989
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract

price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.211-5001 VARIATIONS IN ESTIMATED QUANTITIES, SUBDIVIDED ITEMS
(MAR 1995)--EFARS

This variation in estimated quantities clause is applicable only to Items Nos. 0002, 0003, 0004, 0005, and 0006, 0007, 0008, 0009, 0010, 0011 and 0012 (a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items Nos. 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011 and 0012 is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011 and 0012 exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011 and 0012 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) ALTERNATE II (OCT 2001)

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

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

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

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

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

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

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

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

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

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

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

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

- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vi) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, (iii) Service-disabled veteran-owned small business concerns; HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

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

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

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

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

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

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

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

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

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

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

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

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

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

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

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

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

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

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

(1) the master plan has been approved,

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

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

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

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

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

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2002)

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

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 end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated 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 designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

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

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

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

North American Free Trade Agreement country means Canada or Mexico.

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

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) 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 NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA 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 the construction materials or components listed by the Government as follows: None

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

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

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

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (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 Act or Balance of Payments Program 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 Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\

Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
 List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
 Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3 Million, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor

the offeror/Contractor can revoke or condition the letter of credit.

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

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

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

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

(i) For contracts subject to the Miller Act, the later of--

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

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

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

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

(A) 90 days following final payment; or

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

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

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

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

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

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

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

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

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

Sincerely,

[Issuing financial institution]

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

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

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

Sincerely,

[Confirming financial institution]

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

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

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

[Beneficiary Agency]

By: _____

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

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

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

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

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

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

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

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

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

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

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

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

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

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

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

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

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

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

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

(1) The amount to be withheld;

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

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

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

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

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

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

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the

Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If

the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.236-4011 Disclosure of Magnitude of Construction (FAR 36.204 and DFARS 236.204)

The estimated price range for this project is between \$5,000,000.00 and \$10,000,000.00.

52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

52.239-4005 Year 2000 Compliance - Construction Contracts

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically:

The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

<http://farsite.hillar.mil>

<http://www.dtic.mil/dfars>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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 Engineer Federal Acquisition Regulation supplement (EFARS) (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(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 any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(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. 2408 provides that a defense contractor or first-tier subcontractor 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. 2408, 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) 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 items or components.

(h) Pursuant to 10 U.S.C. 2408(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 (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(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)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract

resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(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 \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(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, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.211-7000 ACQUISITION STREAMLINING (DEC 1991)

(a) The Government's acquisition streamlining objectives are to --

(1) Acquire systems that meet stated performance requirements;

(2) Avoid over-specification; and

(3) Ensure that cost effective requirements are included in future acquisitions.

(b) The Contractor shall --

(1) Prepare and submit acquisition streamlining recommendations in accordance with the statement of work of this contract; and

(2) Format and submit the recommendations as prescribed by data requirements on the contract data requirements list of this contract.

(c) The Government has the right to accept, modify, or reject the Contractor's recommendations.

(d) The Contractor shall insert this clause, including this paragraph (d), in all subcontracts over \$1 million, awarded in the performance of this contract.

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

- (1) Food;
- (2) Clothing;
- (3) Tents, tarpaulins, or 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); or
- (10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

- (1) To supplies listed in FAR section 25.104(a), or other supplies 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 foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;
- (3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
- (4) 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 item 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 yarns manufactured in the Netherlands.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(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.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
Index of Drawings	DSH 112/127	Plate X-1
Location Map	DSH 112/127	Plate X-2
Port Wentworth	DSH 112/127	Plate E-1
Port Wentworth	DSH 112/127	Plate E-2
Whitehall – Kings Island Examination Survey	DSH 112/127	Plate E-3
Whitehall Examination Survey	DSH 112/127	Plate E-4
Marsh Island Examination Survey	DSH 112/127	Plate E-5
Marsh Island Examination Survey	DSH 112/127	Plate E-6
Marsh Island Examination Survey	DSH 112/127	Plate E-7
City Front Examination Survey	DSH 112/127	Plate E-8
Wrecks Channel Examination Survey	DSH 112/127	Plate E-9
Wrecks Oglethorpe Examination Survey	DSH 112/127	Plate E-10
Back River Examination Survey	DSH 112/125	Plate E-11
Back River Examination Survey	DSH 112/127	Plate E-12
Back River Examination Survey	DSH 112/127	Plate E-13
Oglethorpe Fort Jackson Examination Survey	DSH 112/127	Plate E-14
The Bight Examination Survey	DSH 112/127	Plate E-15
Bight Uppler Flats Examination Survey	DSH 112/127	Plate E-16
Upper Flats – Lower Flats Examination Survey	DSH 112/127	Plate E-17
Lower Flats Examination Survey	DSH 112/127	Plate E-18
Long Island Crossing Examination Survey	DSH 112/127	Plate E-19
Long Island Crossing Examination Survey	DSH 112/127	Plate E-20
Long Island Crossing Examination Survey	DSH 112/127	Plate E-21
New Channel Range Examination Survey	DSH 112/127	Plate E-22
New Channel Range Examination Survey	DSH 112/127	Plate E-23
Channel Typical Sections	DSH 112/127	Plate S-1
Channel Typical Sections	DSH 112/127	Plate S-2
Channel Typical Sections	DSH 112/127	Plate S-3
Channel Typical Sections	DSH 112/127	Plate S-4
Dredge Disposal Areas Examination Survey	DSH 112/127	Plate D-1
Dredge Disposal Areas Examination Survey	DSH 112/127	Plate D-2
Dredge Disposal Areas Examination Survey	DSH 112/127	Plate D-3

Dredge Disposal Areas Examination Survey DSH 112/127 Plate D-4
Dredge Disposal Areas Examination Survey DSH 112/127 Plate D-5
Dredge Disposal Areas Examination Survey DSH 112/127 Plate D-6
Dredge Disposal Areas Examination Survey DSH 112/127 Plate D-7
Dredge Disposal Areas Examination Survey DSH 112/127 Plate D-8
Dredge Disposal Areas Examination Survey DSH 112/127 Plate D-9

(End of clause)

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

(a) The Contractor shall --

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

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

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

(b) The Contracting Officer may --

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

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

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

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

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

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

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

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

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

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

(i) Actual mobilization costs at completion of mobilization;

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

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

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

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

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.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(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. 2410(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) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than 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 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.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "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)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

SECTION 00800 Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.0007-4802 PHYSICAL DATA (APR 1984) (FAR 52.236-4)

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

(a) Physical Conditions. The physical conditions indicated on the drawings and in the specifications are the result of the site investigations by surveys and soundings. Contractors are strongly encouraged to visit the work site and determine for themselves the characteristics of the material to be removed and the extent of the work performed.

(b) Weather Conditions.

(1) The annual normal rainfall (1950-90) at Savannah, Georgia, Municipal Airport, 5 miles west of the site, is 49.70 inches. (Average Annual 1961-90: 48.30 inches.)

(A) Record (40 years)

Maximum Monthly – 20.1 inches July 1964

(B) Record (40 years)

Minimum Monthly -- 0.02 inch October 1963

(C) Record (40 years)

Maximum 24 Hour – 7.04 inches August 1971

Normally about 25 inches of rain falls during the thunderstorm season of 15 June through 15 September. The remainder of the annual rainfall, produced principally by squall-line and frontal showers, is spread over 9 months with a minor peak in March. Considerable periods of fair, mild weather are experienced in October, November, April, and to a less extent, in May. Snow is a rarity and even a trace does not occur on an average of once a year. The greatest recorded fall was 3.6 inches in February 1968. Severe tropical storms affect this area about once in 10 years. Rainfall from these storms constitutes our heaviest sustained precipitation. Instances of this are the 22.79 inches in August 1898, and 22.88 inches in September 1924, most of which was from tropical storms, (1950-85) 20.10 inches in July 1964.

(2) The average normal monthly temperature at Savannah, Georgia, (1950-90) is 66.8 degrees F. with seasonal averages as follows:

Season	Degrees Fahrenheit
Winter	51
Spring	66
Summer	81
Fall	68

Extreme temperatures are as follows (normals based on 1951-80):

(A) Normal Daily Maximums ----- 105 degrees F. July 1986
(Normal maximum 90.8)

84 degrees F. January 1957
(Normal maximum 60.3)

(B) Normal Daily Maximum 76.1 degrees F.

(C) Daily Minimums ----- 3 degrees F. January 1985
(Normal minimum 37.9)

61 degrees F. July 1972
(Normal minimum 71.5)

(D) Average Normal Daily Minimum 55.1 degrees F.

Average Normal Daily Maximum 76.7 degrees F.

(E) Record (40 years) Maximum -- 105 degrees F. July 1986

(F) Record (40 years) Minimum -- 3 degrees F. January 1985

(3) The annual average wind speed, for the past 40 years of record, is 7.9 mph, southwest, with the highest monthly mean occurring in February (NE) and March (WNW) at 9.2 mph, and the lowest monthly mean in August at 6.6 mph, southwest. Extreme winds (fastest 1 minute value) vary from 46 mph west in March 1981 to 68 mph southwest in May 1984. Weather Bureau records for Savannah, Georgia, give the following data:

(1948-90)	Clear	Partly Cloudy	Cloudy	Thunderstorms	Dense Fog*
Years of Record	42	42	42	42	42
Number Days per Year	116	124	125	52	44

*NOTE: Heavy fog, visibility 1/4 mile or less.

Temp. Degrees F.	Days per Year	Years of Record
90 degrees and above	68	26
32 degrees and below	30	26
Percent of Possible Sunshine	62	40

(c) Transportation Facilities. Railway facilities are available at Savannah, Georgia. Areas of work are accessible by barge through the Atlantic Intracoastal Waterway and the Savannah Harbor.

(d) Location. The location of the work is within the limits of Sediment Basin and the Savannah Harbor, Chatham County, Georgia and Jasper County, South Carolina. The project consists of maintenance dredging of the Savannah

Harbor between Stations 0+000 to 112+500 and the Sediment Basin channel between Station 0+500 and 13+300., Jasper, South Carolina and Chatham County, Georgia.

- (e) Local Conditions.
 - (f) Local Tide Conditions. The areas of work are not subject to severe wave action and exposure to severe storm is slight. The mean tidal range is 7.2 feet and the spring range is 8.4 feet. Current velocities in the Ship Channel average 3 to 4 feet per second with maximum of 5 feet per second. The working season lasts throughout the year.
 - (g) Condition of the Ship Channels. The tide gates in Back River have been taken out of operation are not expected to be in operation during the course of this contract.
 - (h) Channel Traffic. The traffic that may be expected to use the Sediment Basin during the progress of the work. Work consists of towboats, barges and various small craft. The traffic that may be expected to use the channel during the progress of the work consists of ocean going vessels, towboats, barges and various small craft. According to Waterborne Commerce Statistics, in 1989 about 7,760 vessel trips were made in and out of Savannah Harbor. Navigation traffic will be using the existing channels at all hours during construction of the project.
 - (i) Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor will be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant and/or pipeline so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles and other markers placed by him under the contract in navigable waters or on the shore.
 - (j) Submerged Pipelines. In the event the Contractor elects to submerge his pipeline, the top of the submerged pipeline shall be no higher than the project depth for the channel in which the submerged pipeline is placed. The location of the submerged pipeline shall be marked with signs, buoys or flags to the complete satisfaction of the Contracting Officer. The Contractor shall notify the Contracting Officer 7 days in advance of submerging or raising pipelines so that a "Notice to Mariners" can be issued.
 - (k) Subsurface Investigations: No subsurface investigations (drilling or core boring) have been performed for this work.
- (A) The Contractor shall promptly, and before the conditions are disturbed, give a written notice, within 3 days, to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (B) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (C) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (i)(A) above for giving written notice may be extended by the Contracting Officer.
- (D) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract. (FAR 52.236-2 DIFFERING SITE CONDITIONS.)

(E) The Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the work, and that he has investigated and satisfied himself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(F) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract (FAR 52.236-3 – SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK).

(G) Disposal Areas. The designated disposal area is shown on the contract drawings and is listed in paragraph DISPOSAL AREA OPERATIONS in Section 02100 DREDGING. The Contractor will not be allowed to use any disposal area for this work other than those identified in paragraph DISPOSAL AREA OPERATIONS in Section 02100 DREDGING.

(H) Channel Condition Existing channel side slopes may not have been previously dredged to required depth, as shown on the contract drawings, in areas covered by this contract. The latest dredgings in the Sediment Basin were completed as follows:

Contract No	Date	Stations Dredged
DACW21-97-C-0050	April 1997	Sediment Basin 0+500 to 13+300
DACW21-99-C-0043	November 1998	Sediment Basin 0+500 to 13+300
DACW21-01-C-0005	December 2000	Sediment Basin 0+500 to 13+300

THE LATEST DREDGINGS IN THE INNER CHANNELS WERE COMPLETED AS FOLLOWS:

DACW21-96-C-0038	April 1996	112+500 to 0+000 (Maintenance Dredging)
DACW21-97-C-0050	April 1997	50+000 to 0+000 (Maintenance Dredging)
DACW21-99-C-0043	November 1998	50+000 to 0+000 (Maintenance Dredging)
DACW21-00-C-0012	August 2000	50-112+500 (Maintenance Dredging)
DACW21-01-C-0005	December 2000	50-0+000 (Maintenance Dredging)

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$658.37 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until

the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.223-4002 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

52.232-4007 ACCOUNTING AND APPROPRIATION DATA (APR 1989 CESAS-RM)

96 X 3123.0000 K6 X 082447 075085 96096 2520 D1KHKH

(End of clause)

52.232-4008 DESIGNATED BILLING OFFICE (APR 1989 CESAS-RM)

Invoices will be mailed to:

U.S. Army Corps of Engineers
Attn: CESAS-OP-NN
P.O. Box 889
Savannah, GA 31402-0889

(End of Clause)

52.232-4009 DESIGNATED PAYMENT OFFICE (AUG 1998 CESAS-RM-F)

Payment will be made by:

U.S. Army Corps of Engineers Finance Center
ATTN: CEFC-AO-P
5720 Integrity Drive
Millington, TN 38054-5005

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: None

(End of clause)

52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$1,000,000.00 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from

exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

52.236-4015 PRECONSTRUCTION CONFERENCE (OCT 1988 SAS) (Ref. FAR 36.305)

(a) A preconstruction conference will be arranged by the Contracting Officer's Representative (COR), after award of contract and before commencement of work. The COR will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

(b) The Contractor shall deliver to CT-P, in completed form, a Certificate of Insurance and Power of Attorney. The contractor will submit the following items at least 14 days prior to the preconstruction conference in either completed or draft form:

- Accident Prevention Plan (5 copies)
(use format shown in Attachment 1 to SECTION 00800)
- Quality Control Plan (5 copies)
- Letter Appointing Superintendent and Quality Control Organization
- Transmittal Register
- Network Analysis System, or Program Chart, when applicable
- List of Subcontractors
- Dredging and Disposal Plan
- Environmental Protection Plan
- Endangered Species Watch Plan

(c) A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the COR to all in attendance.

(End of clause)

52.236-4017 SUBMITTAL OF MODIFICATION COST ESTIMATE PROPOSALS (MAR 1992 SAS) (Ref. DFARS 52.236-7000)

When submittals of Cost Estimate Proposals are required for additions or deletions to work under this contract by modification, the Contractor shall use DA Form 5418-R titled "Cost Estimate Analysis" (see Attachment 1 to SECTION 00800). A separate assemblage will be prepared for submittal by each trade affected by the proposed work.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud,

gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.249-4001 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1991 OCE)
(Ref. FAR 52.249-10)

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORKDAYS BASED ON 5-DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	6	5	4	5	7	9	8	5	2	3	6

(c) Upon acknowledgment of the Notice to Proceed and continuing through-out the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS - EFARS

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

(1) Actual costs for each piece of equipment, or groups of similar serial or series

equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

1. Contract Drawings:

Drawing No. DSH 112/127, Sheets 1 through 35

2. Rates of Wages

3. Formats:

Accident Prevention Plan (Ref. FAR 52.236-13 and EM 385-1-1)

Disposal Areas

Daily Contractor Quality Control Report

Endangered Species Protection and Awareness Program

Sighting Information

Weir Effluent Data Sheet

4. Forms:

SAS Form 9 - Activity Hazard Analysis

SAD Form 1437a-R - Safety Checklist for Floating Plant (EM 385-1-1
And DvR 385-1-1)

SAD Form 1437b-R - Safety Checklist for Launches, Motorboats and Skiffs
(EM 385-1-1 and DvR 385-1-1)

*2

SAD Form 1666a Safety Checklist for Crawler, Truck & Wheel Mounted Cranes

SAD Form 1666b Safety Checklist for Portal, Tower, and Pillar Cranes

SAD Form 1666d Safety Checklist for Motor Vehicles, Trailers and Trucks

SAD Form 1666e-R - Safety Checklist for Crawler Tractors and Dozers

SAD Form 1666f-R - Safety Checklist for Scrapers, Motor Graders, and
Other Mobile Equipment

SAD Form 1666g Safety Checklist for Material Hoists

SAD Form 1666h Safety Checklist for Earth Drilling Equipment

SAD FL 198 - Report of Safety Meeting

ENG Form 2454 - Construction Progress Chart

ENG Form 3394 - Accident Investigation Report

ENG Form 4025 - Transmittal of Shop Drawings, Equipment Data, Material
Samples, or Manufacturer's Certificates of Compliance

ENG Form 4267 - Report of Operations - Pipeline, Dipper or Bucket Dredges

DA Form 5418-R - Cost Estimate Analysis

*2 Maintenance Dredging, Savannah Harbor, Station
0+000-112+500 and Sediment Basin, Station 0+000-13+300

DACW21-02-B-0007

Standard Form LLL-A - Disclosure of Lobbying Activities

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General Decision Number GA020083

General Decision Number **GA020083**

Superseded General Decision No. GA010083

State: Georgia

Construction Type:

DREDGING

County(ies):

STATEWIDE

DREDGING CONSTRUCTION PROJECTS

GEORGIA (East of the Aucilla and Ocmulgee Rivers within the Jacksonville & Savannah Districts of the Corps of Engineers).

Modification Number Publication Date

0 03/01/2002

1 03/08/2002

COUNTY(ies):

STATEWIDE

* ENGI0025E 02/01/2002

	Rates	Fringes
HYDRAULIC DREDGES 20" & OVER		
Leverman	19.22	4.01+a
Engineer	18.09	4.01+a
Derrick Operator	16.78	4.01+a
Mate	15.70	3.81+a
Welder	16.22	3.81+a
Spill Barge Operator	16.45	3.81+a
Carpenter	16.68	4.01+a
Electrician	17.10	4.01+a
Oiler	12.32	3.61+a
Deckhand	11.53	3.61+a
Shoreman	11.30	3.61+a
Handyman	11.53	3.61+a
Fill Placer	16.68	4.01+a
Asst. Fill Placer	15.18	4.01+a
HYDRAULIC DREDGES UNDER 20"		
Leverman	10.03	1.73+b
Engineer	9.59	1.73+b
Welder	9.79	1.73+b
Mate	8.82	1.73+b
Oiler & Fireman	8.11	1.73+b
Deckhand	7.77	1.73+b
Launchman	8.19	1.73+b
Shoreman	7.82	1.73+b
Spill Barge Operator	8.68	1.73+b
Spider Barge Operator	8.68	1.73+b
Cook	8.11	1.73+b
Mess Cook	7.71	1.73+b
Messman & Janitor	7.53	1.73+b
CLAMSHELL DREDGES:		
Operator	19.13	4.01+a
Engineer	17.11	4.01+a
Welder	15.96	3.81+a
Mate	15.37	3.81+a
Oiler	12.32	3.61+a
Deckhand	11.53	3.61+a

Scowman	11.69	3.61+a
Handyman	11.53	3.61+a
DIPPER DREDGES:		
Operator	19.31	4.01+a
Engineer	17.91	4.01+a
Welder	16.22	3.81+a
Mate	15.70	3.81+a
Oiler	12.32	3.61+a
Deckhand	11.53	3.61+a
Scowman	11.69	3.61+a
Handyman	11.53	3.61+a
TUGS LESS THAN 600 HP:		
Tug Master	15.34	4.01+a
Tug Captain	14.85	4.01+a
Tug Deckhand	11.53	3.61+a
TUGS 600 HP TO 1350 HP:		
Tug Master	16.30	4.01+a
Tug Captain	15.00	4.01+a
Tug Deckhand	11.53	3.61+a
TUGS GREATER THAN 1350 HP		
Tug Master	17.34	4.01+a
Tug Captain	16.44	4.01+a
Tug Engineer	16.44	4.01+a
Tug Deckhand	11.53	3.61+a
STEWARD DEPARTMENT:		
Steward	12.70	3.81+a
2nd Cook	11.53	3.61+a
Night Cook	11.53	3.61+a
Messman	11.31	3.61+a
Janitor	11.53	3.61+a
DRILL BOATS:		
Engineer	18.08	4.01+a
Driller	17.42	4.01+a
Blaster	17.42	4.01+a

FOOTNOTE:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday. Plus Vacation Contribution of 7% of straight time pay for all hours worked.
- b. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Plus Vacation Contribution of 7% of stright time pay for all hours worked.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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General Decision Number SC020036

General Decision Number **SC020036**

Superseded General Decision No. SC010036

State: South Carolina

Construction Type:

DREDGING

County(ies):

ABBEVILLE	DILLON	MARION
AIKEN	DORCHESTER	MARLBORO
ALLENDALE	EDGEFIELD	MCCORMICK
ANDERSON	FAIRFIELD	NEWBERRY
BAMBERG	FLORENCE	OCONEE
BARNWELL	GEORGETOWN	ORANGEBURG
BEAUFORT	GREENVILLE	PICKENS
BERKELEY	GREENWOOD	RICHLAND
CALHOUN	HAMPTON	SALUDA
CHARLESTON	HORRY	SPARTANBURG
CHEROKEE	JASPER	STATEWIDE
CHESTER	KERSHAW	SUMTER
CHESTERFIELD	LANCASTER	UNION
CLARENDON	LAURENS	WILLIAMSBURG
COLLETON	LEE	YORK
DARLINGTON	LEXINGTON	

DREDGING

Modification Number	Publication Date
0	03/01/2002
1	03/08/2002

COUNTY(ies):

ABBEVILLE	DILLON	MARION
AIKEN	DORCHESTER	MARLBORO
ALLENDALE	EDGEFIELD	MCCORMICK
ANDERSON	FAIRFIELD	NEWBERRY
BAMBERG	FLORENCE	OCONEE
BARNWELL	GEORGETOWN	ORANGEBURG
BEAUFORT	GREENVILLE	PICKENS
BERKELEY	GREENWOOD	RICHLAND
CALHOUN	HAMPTON	SALUDA
CHARLESTON	HORRY	SPARTANBURG
CHEROKEE	JASPER	STATEWIDE
CHESTER	KERSHAW	SUMTER
CHESTERFIELD	LANCASTER	UNION
CLARENDON	LAURENS	WILLIAMSBURG
COLLETON	LEE	YORK
DARLINGTON	LEXINGTON	

* ENGI0025E 02/01/2002

	Rates	Fringes
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DRILL BOATS:		
Engineer	18.08	4.01+a

Driller	17.42	4.01+a
Blaster	17.42	4.01+a

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday. Plus Vacation Contribution of 7% of straight time pay for all hours worked.

b. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Plus Vacation Contribution of 7% of stright time pay for all hours worked.

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

 In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

FORMAT
(Ref. FAR 52.236-13 and EM 385-1-1 dated 3 Sep 96)
ACCIDENT PREVENTION PLAN

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job specific and shall also address any unusual or unique aspects of the project or activity for which it is written. The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:

a. Plan preparer (corporate safety staff person, QC);

b. Plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);

c. Plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Corporate Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC. The plan will be developed by qualified personnel (plan preparer) and will be signed by a competent person (plan concurrence) and a representative of the prime contractor's project management team (plan approval).

2. BACKGROUND INFORMATION. List the following:

a. Contractor;

b. Contract number;

c. Project name;

d. Brief project description, description of work to be performed, and location (map);

e. Contractor accident experience (provide information such as EMR, OSHA 200 Forms, corporate safety trend analyses);

f. Listing of phases of work and hazardous activities requiring activity hazards analyses.

3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a

significant portion of the information required by the accident prevention plan.)

4. RESPONSIBILITIES AND LINES OF AUTHORITIES.

a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance). For items in EM 385-1-1 which require the use of a competent person or a qualified person, the contractor is to maintain documentation demonstrating the competence or qualification of that individual.

b. Lines of authority

5. SUBCONTRACTORS AND SUPPLIERS. Provide the following:

- a. Identification of subcontractors and suppliers (if known);
- b. Means for controlling and coordinating subcontractors and suppliers;
- c. Safety responsibilities of subcontractors and suppliers.

6. TRAINING.

a. List subjects to be discussed with employees in safety indoctrination.

b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.

c. Identify requirements for emergency response training.

d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

e. Identify location at the project site where the records will be maintained.

7. SAFETY AND HEALTH INSPECTIONS. Provide details on:

a. Who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;

b. Any external inspections/certifications which may be required (e.g., Coast Guard).

8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.

a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.

b. A brief description of the company's safety incentive programs (if any) should be provided.

c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.

d. Provide written company procedures for holding managers and supervisors accountable for safety.

9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:

- a. Exposure data (man-hours worked);
- b. Accident investigations, reports and logs;
- c. Immediate notification of major accidents.

10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.

11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.

12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).

- a. Hazard communication program (01.B.04);
- b. Emergency response plans:
 - procedures and tests (01.E.01)
 - spill plans (01.E.01, 06.A.02)
 - fire fighting plan (01.E.01, 19.A.04)
 - posting of emergency telephone numbers (01.E.04)
 - wildfire prevention plan (09.K.01)
 - man overboard/abandon ship (19.A.04)
- c. Layout plans (04.A.01);
- d. Respiratory protection plan (05.E.01);
- e. Health hazard control program (06.A.02);
- f. Lead abatement plan (06.B.05 & specifications);
- g. Asbestos abatement plan (06.B.05 & specifications);
- h. Abrasive blasting (06.H.01);
- i. Confined space (06.1);
- j. Hazardous energy control plan (12.A.07);
- k. Critical lift procedures (16.C.17);

- 1. Contingency plan for severe weather (19.A.03);
- m. Access and haul road plan (22.1.10);
- n. Demolition plan (engineering and asbestos surveys) (23.A.01);
- o. Emergency rescue (tunneling) (26.A.05);
- p. Underground construction fire prevention and protection plan (26.D.01);
- q. Compressed air plan (26.1.01);
- r. Formwork and shoring erection and removal plans (27.B.02);
- s. Lift slab plans (27.D.01);
- t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);
- u. Blasting plan (29.A.01);
- v. Diving plan (30.A.13);
- w. Plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force).

13. The Contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the accident prevention plan. Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site-specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation. Site-specific hazards are those hazards which would be reasonably be anticipated to occur on the construction site of concern and will be identified through analysis of the activities to be performed. The controls are measures which will be implemented by the contractor to eliminate or reduce each hazard to an acceptable level.

DISPOSAL AREAS

1. Location of Disposal Area _____

a. Time of Inspection _____

(1) Is dredged material properly confined in accordance with specifications? _____

(2) Comments _____

b. Name of Inspector _____

2. Location of Disposal Area _____

a. Time of Inspection _____

(1) Is dredged material properly confined in accordance with specifications? _____

(2) Comments _____

b. Name of Inspector _____

3. Location of Disposal Area _____

a. Time of Inspection _____

(1) Is dredged material properly confined in accordance with specifications? _____

(2) Comments _____

b. Name of Inspector _____

Remarks: (Cover any conflicts in plans, specifications, or instructions)

CONTRACTOR'S CERTIFICATION: I certify that the above report is complete and correct and that all material and equipment used and work performed during this reporting period were in strict compliance with the contract plans and specifications except as noted above.

Contractor's Approved Authorized Representative

CONTRACTOR'S NAME
(Address)

DAILY CONTRACTOR QUALITY CONTROL REPORT

Date: _____ Report No. _____

Contract No. _____

Description and Location of Work: _____

Weather: (Clear) (P. Cloudy) (Cloudy); Temperature: ____ Min. ____ Max; ____

Rainfall _____ inches

Contractor/Subcontractors and Area of Responsibility

1. Work Performed Today: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in table above.)

2. Results of Surveillance: (Include satisfactory work completed, or deficiencies with action to be taken.)

3. Tests required by Plans and/or Specifications Performed and Results of tests:

4. Verbal Instructions Received: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)

5. Remarks: (Cover delays and any conflicts in plans, specifications, or instructions.)

6. Safety Inspection: (Report violations noted; corrective instructions given; and corrective actions taken.)

7. Equipment Data: (Indicate items of construction equipment, other than hand tools, at jobsite, and whether or not used.)

CONTRACTOR'S VERIFICATION: The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

Contractor's Approved Authorized Representative

(SAMPLE FORMAT)

(Name of Dredging Company)

ENDANGERED SPECIES PROTECTION AND AWARENESS PROGRAM
(PROJECT NAME)

A. PURPOSE: Protection of an endangered species (manatee, sea turtles, whales, etc.) during dredging and disposal operations for the above project.

B. EDUCATION OF EMPLOYEES: Prior to initial work, job site meetings will be conducted by an environmental consultant, who will familiarize all employees with the habits and habitats of the locally found endangered species, together with detailed instructions and procedures for reporting endangered species sightings. Additional meetings will be conducted by an onsite coordinator as needed.

C. AWARENESS: In order to provide a continuous reminder to employees of the endangered species program, graphics will be displayed about the operating equipment and employees provided with visual personal display.

D. WATCH PLANS: A watch plan that is adequate to protect endangered species from the impacts of dredging must be approved by the Contracting Officer and used during known times of endangered species presence. This plan shall be submitted for approval prior to the preconstruction conference. The watch plan should cover an area adequate to protect the endangered species from impacts associated with all types of dredging activities (i.e., dredging, disposal, blasting, etc.). All activities should stop when an endangered specie(s) is in the impact zone and not resume until the specie(s) is no longer in the impact zone. Surveillance is mandatory for the following species which are most likely to be present during the following times:

Manatee -----	March through December
Sea turtles -----	April through December
Whales -----	December through March

Surveillance must be conducted to whatever extent (aerial, waterborne, etc.) necessary to detect the endangered species.

E. REPORTS: All sightings must be reported immediately to the dredge inspector within 24 hours of the sighting. Additionally, all sightings must be included in the daily report. Following completion of the project, copies of the daily reports with sightings shall be forwarded to the Dredging Section, ATTN: CESAS-OP-NN, U.S. Army Engineer District, Savannah, P.O. Box 889, Savannah, Georgia 31402-0889. All of the reports must be dated and signed by the Contractor or his representative including the name of the person making the sighting.

F. SUBMITTALS: The Contractor shall submit the Endangered Species Protection and Awareness Program in the above format to the Contracting Officer for his approval before work is commenced in the times identified in Item D above. The submittal must identify the program's coordinator, surveillance personnel, and who will be responsible for reporting sightings.

SIGHTING INFORMATION

DATE AND LOCAL TIME _____

WEATHER CONDITIONS _____

OCEANOGRAPHIC CONDITIONS _____

LOCATION _____

SPECIES _____ RELIABILITY OF I.D. (SURE, UNSURE) _____

NUMBER OF ANIMALS _____

ASSOCIATED ORGANISMS _____

CHARACTERISTICS OBSERVED WHICH RESULTED IN SPECIES IDENTIFICATION _____

BEHAVIOR OF ANIMAL(S) _____

PHOTOS AVAILABLE YES _____ NO _____

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ADDITIONAL REMARKS _____

NAME AND ADDRESS OF OBSERVER (SHIP OR A/C) _____

FOLD HERE

FOLD HERE

SAMPLE WEIR EFFLUENT DATA SHEET

EFFLUENT QUALITY MONITORING DATA SHEET

Project and Contract No. _____

Dredge Name and Type _____

Dredge Location (Station) _____

Investigator _____

Site Conditions:

Date _____ Time _____

Flow Over Weir _____

Ponding Depth at Weir _____

Crest Elevation at Weir _____

Report of Analytical Results:

Sample Location	TSS (g/l)
_____	_____
_____	_____
_____	_____

ACTIVITY HAZARD ANALYSIS

1. Phase of Construction		
2. Location	3. Contract No.	4. Project
5. Prime Contractor	6. Date of Preparatory	7. Estimated Start Date
Potential Safety Hazard	Procedure to Control Hazard	
8. Contractor's Representative (signature)	9.	

SAFETY CHECKLIST FOR FLOATING PLANT

Contract # and title:			
Contractor:	Subcontractor:		
Plant Name:	Owner:		
Superintendent:	Captain:		
Engineer:	Number in crew:		
Contract inspector:	Date inspected:		
	Yes	No	N/A
1. Is a copy of the current USCG Form 835 available for plants regulated by USCG? (19.A.01)			
2. Is documentation of an accredited marine surveyor (SAMS or NAMS) available for non USCG inspected plants? (19.A.01)			
3. Do all officers and crew possess an appropriate USCG license or USACE license and certification? (19.A.02)			
4. Are periodic inspections and test records of all floating plant, equipment, and machinery available as part of the official project file? (19.A.01)			
5. Is there a severe weather plan which contains the following available? (19.A.03) a. a description of potential types of severe weather hazards and steps to guard against the hazards? b. the time frame for implementing the plan? c. the name and location of the safe harbor? d. the name of the vessels which will be used to move any non-self propelled plant, and their type, capacity, speed, and availability? e. river gage readings at which floating plant must be moved away from dams, river structures, etc. to safe areas?			

	Yes	No	N/A
6. Is the station bill conspicuously posted throughout the vessel? (19.A.04)			
7. Has each crew member been given a written description of their emergency duties and are they familiar with them? (19.A.04)			
8. Have the following drills and tests been recorded in the station log? (19.A.04) a. abandon ship drill? b. fire drill? c. man overboard drill? d. pump shell or pipe rupture? e. hull failure? f. emergency power and lighting tests? g. bimonthly emergency power generator tests? h. bimonthly emergency lighting storage batteries tests?			
9. Are material safety data sheets(MSDSs) available for all hazardous materials on board? (06.B.01)			
10. Are employees trained to handle hazardous materials? (06.B.01)			
11. Are at least two employees on each shift certified in CPR and first aid? (03.A.02)			
12. Is there a first aid log at each first aid station? (01.D.04)			
13. Are first aid kits located in a readily accessible location and adequately stocked? (03.B.01 & .02)			
14. Is there an adequate supply of approved, potable drinking water available? (02.A.01)			
15. Are outlets dispensing non-potable water clearly marked "Water Unfit For Drinking, Washing or Cooking"?(02.A.07)			
16. Are the proper numbers of toilets, washbasins and showers provided? (02.B.06 & .07)			

	Yes	No	N/A
17. Are water, soap, and a means of drying available? (02.C.02)			
18. Is the latest information published by the USCG regarding aids to navigation available on board the vessel? (19.A.11)			
19. Is the vessel equipped with: (19.A.05) a. fenders? b. axes or other emergency cutting equipment? c. an appropriate navigational signal device? d. general alarm system operated from primary electrical system with standby batteries on trickle charge? e. easily accessible emergency controls that are adequately protected against accidental operation? f. explosion-proof lights around gasoline and oil barges or other locations where a fire or explosive hazard exists? g. interconnected emergency alarms? h. smoke alarms in living quarters? i. doors that open from both sides? j. clearly marked emergency exits? k. emergency stops for prime movers operating a dredge pump? l. GFCI protection on grounded 120 or 240 volt systems in toilet/shower spaces, galley, machinery spaces, weather deck, exterior or near any sinks? m. properly maintained and identified water tight compartments?			
20. Fuel systems: (19.A.06) a. Are tanks or lines free of gauge glasses or try cocks? b. Do all fuel tanks have shutoff valves that can be operated outside the compartment in which the tank is located and outside the engine compartment and outside the house bulkheads at or above the weather deck? c. Is there a shut off valve at the engine end of the fuel lines that are 6 feet or more in length and can it be operated from outside the house bulkheads at or above the weather deck? overboard discharge?			

<p>d. Are all carburetors on gasoline engines equipped with a backfire trap or flame arrestor?</p> <p>e. Are all carburetors (except downdraft type) equipped with a drip pan, with flame screen, which is continuously emptied by suction from the intake manifold or if permitted by the overboard discharge?</p> <p>f. Are fuel storage tanks diked or curbed IAW NAVFAC DM-22? If not are portable tanks used IAW USCG requirements in 46CFR Parts 64 and 98.3?</p>	Yes	No	N/A
21. Are cables which cross the waterways between floating plants or between plant and mooring marked? (19.A.07)			
22. Is there a fire and emergency warning system (or an established fire watch) on all vessels where people are quartered? (19.A.07)			
23. Are all floors, decks, and bilge's free of accumulation of fuel and grease? (19.A.07)			
24. Are there holdbacks or rings available to secure equipment during rough weather? (19.A.07)			
25. Are all deck openings, elevated surfaces, and similar locations provided with guardrails, bulwarks, or taut cable guardlines? (19.A.07)			
26. Are all rotating machinery, hot pipes, and moving cables guarded against accidental contact? (16.B.03)			
27. Are hazardous energy control procedures available to insure that machinery will not be operated while greasing or making repairs? (12.A.01 & 16.A.08)			
28. Are decks free of tripping hazards? or adequately marked in yellow? (19.A.07)			
29. Is all deck cargo carried on fuel barges placed on dunnage? (19.A.07)			
30. Are all pieces of floating plants operating as one unit securely fastened together with no openings(or with guarded openings)? (19.A.07)			
31. Is there a list of confined spaces available? (19.A.08)			

32. Are all permitted required confined spaces labeled? (19.A.08)	Yes	No	N/A
33. Are engine spaces housing internal combustion engines having electric spark ignition systems equipped with exhaust fans? (19.A.10)			
34. Are all machinery spaces and non-diesel fuel tanks compartments equipped with at least 2 ventilators, fitted with fans? (19.A.10)			
35. Are the following spaces provided with an adequate natural ventilation system? (19.A.10) a. spaces containing a portable fuel tank? b. living spaces or galley? c. other compartment spaces?			
36. Do vent intakes extend to within 1 foot of the bottom of the compartment? (19.A.10)			
37. Is suitable eye protection provided at battery charging stations? (05.B.01 & .05)			
38. Are eye wash stations provided at battery charging stations? (6.B.02)			
39. Are flammable items such as paint and thinners properly stored? (9.B)			
40. Are gasoline and other flammable liquids properly stored, dispensed, and handled? (09.B.01-.30)			
41. Does all electrical wiring meet requirements of USCG-259, the National Electrical Safety Code and the National Electric Code? (11.A.01)			
42. Are insulated mats provided at locations where machinery has exposed live parts? (11.A.07)			
43. Are switch and transformer banks adequately protected and marked to keep unauthorized personnel out of the danger area? (11.A.02)			
44. Are portable electric tools grounded by a multiconductor cord with an identified conductor and a multicontact polarized plug-in receptacle? (11.C.01)			

	Yes	No	N/A
45. Are ground fault circuit interrupters provided in locations where portable tools could be used? (11.C.05)			
46. Are flexible cords protected in work area, appropriately secured or suspended and are they used for appropriate useages. (11.A.03 and Table 11-1?)			
47. Are all means of access properly secured, guarded and free of slipping and tripping hazards? (19.B.01)			
48. Are all working decks, stair treads, ship ladders, platforms, catwalks, and walkways, provided with non-slip surfaces? (19.B.01)			
49. Are grab bars provided on the sides of super structure of tugs, tenders, and launches except where railings are present? (19.B.01)			
50. Are double rung or flat tread type Jacob's ladders restricted to use only when no safer form of access is practical? (19.B.01)			
51. Is there a safe means for boarding or leaving the vessel? (19.B.02)			
52. Is there a stairway, ladder, ramp, gangway, or personnel hoist provided at all personnel points of access with breaks of 19" or more in elevation? (19.B.02)			
53. Are gangways and ramps: (19.B.02) a. secured at one end by at least one point on each side with lines or chains to prevent overturning? b. supported at the other end in such a manner as to support them and their normal loads in the event they slid off their supports? c. placed at an angle no greater than that recommended by the manufacturer? d. provided with a standard guardrail?			
54. Are stairs or permanent inclined ladders provided for vertical access between decks? (9.B.03)			

	Yes	No	N/A
55. Is there at least 2 feet of clearance on outboard edges used for passageways? (19.B.3)			
56. Is the vessel equipped with at least one portable or permanent ladder with at least one portable or permanent ladder with which to rescue a person in the water? (19.B.04)			
57. Are there at least 2 means of escape from all assembly, sleeping and messing areas on the plant? (19.B.04)			
58. Are all means of access maintained safe and functional? (19.B.04)			
59. Are all floating pipelines used as walkways equipped with a walkway which is at least 20" wide and has a handrail on at least one side? (19.B.05)			
60. Are floating pipelines that are not intended as walkways barricaded on both ends?(19B.05)			
61. Are positive measures taken to raise and secure the ladder and to block suction and discharge lines during maintenance on pumps and suction or discharge lines? (19.D.01)			
62. Do floating or trestle supported dredge pipelines display the following lights at night and in periods of restricted visibility: (19.D.02) a. One row of yellow lights that : (1) flash 50-70 times per minute? (2) are visible all around the horizon? (3) are visible for at least 2 miles on a clear night? (4) are between 3-10 feet above the water? (5) are approximately evenly spaced? (6) are not more than 30 feet apart where the pipeline crosses a navigable channel? (7) are sufficient in number to clearly show the pipeline's length and course? b. two red lights at each end of the pipeline (including ends in a channel where the pipeline is separated to allow vessels to pass) that: (1) are visible all around the horizon? (2) are visible for at least 2 miles on a clear dark night? (3) are 3 feet apart in a vertical line with the lower light at the same height above the water as the flashing yellow light?			

	Yes	No	N/A
63. Is the dredge designed such that a failure or rupture of any dredge pump component including the pipe shall not cause the dredge to sink? (19.D.04)			
64. Is submerged pipeline resting on the bottom where it crosses the navigation channel and is it and the anchoring system no higher than the required project depth? (19.D.03)			
65. Is buoyant or semi-buoyant pipeline fully submerged and on the bottom? (19.D.03)			
66. Is raised pipeline adequately marked? (19.D.03)			
67. Is a bilge alarm or shutdown interface available on any dredge with the dredge pump below the waterline? (19.D.07)			
68. Are two positive means available to secure "stone boxes" when the boxes are under positive pressure? (19.D.08)			
69. Remarks: (Enter actions taken for "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR LAUNCHES, MOTORBOATS AND SKIFFS

Contract # and title:			
Contractor:	Subcontractor:		
Name of equipment:	Superintendent:		
	Yes	No	N/A
1. Is a qualified crew person assigned to assist with deck duties under the following circumstances: (19.C.01) a. when extended trips (more than 2 hours) are made from the work site? b. when conditions of navigation make it hazardous for an operator to leave the wheel while underway? c. when operation other than tying-in require the handling of lines? d. when operating at night or in inclement weather? e. when towing?			
2. Are all motorboats, launches and skiffs posted with the number of passengers and weight they can carry? (19.C.02)			
3. Is there a PFD available for each passenger and crew member? (19.C.02)			
4. Do all launches and motorboats that are less than 26 feet in length have at least one 1A-10B:C fire extinguisher on board? (19.C.03)			
5. Do all launches and motorboats that are 26 feet or more in length have at least 2 1A-10B:C fire extinguishers on board? (19.C.03)			

	Yes	No	N/A
<p>6. Do all launches and motorboats that have gasoline or liquid petroleum gas power plants or equipment in cabins, compartments, or confined spaces have built-in automatic CO2 or other equally effective type of fire extinguishing system? (19.C.03)</p>			
<p>7. Remarks: (Enter actions taken for "no" answers.)</p>			
<p>Contractor inspector signature</p>			
<p>Contractor QC/safety officer/project manager signature</p>			

*2 SAFETY CHECKLIST FOR CRAWLER, TRUCK & WHEEL MOUNTED CRANES

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contract Inspector:		Date inspected:	
	Yes	No	N/A
1. Unless the manufacture has specified an on-rubber rating, outriggers will be fully extended and down? (16.D.10)			
2. Are lattice boom cranes equipped with a boom angle indicator, load indicating device, or a load moment indicator? (16.D.01)			
3. Are lattice boom and hydraulic cranes equipped with a means for the operator to visually determine levelness? (16.D.02)			
4. Are lattice boom and hydraulic cranes, except articulating booms cranes, equipped with drum rotation indicators located for use for the operator? (16.D.03)			
5. Are lattice boom and hydraulic mobile cranes equipped with a boom angle or radius indicator within the operator's view? (16.D.04)			
6. Are lattice boom cranes, with exception of duty cycle cranes, equipped with an anti-two blocking device? (16.D.05)			
7. When duty cycle machines are required to make a non-duty lift, is the crane equipped with an international orange warning device and is a signal person present? (16.D 05)			
8. Are the following with the crane at all times: (16.C.02)			
<ul style="list-style-type: none"> a. the manufacturer's operating manual? b. the load rating chart? c. the crane's log book documenting use, maintenance, inspections and tests? d. operating manual for crane operator aids used on the crane. 			

	Yes	No	N/A
9. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspection? (16.C.12) c. written reports of the operational performance test? (16.C.13) d. written reports of the load performance test? (16.C.13)			
10. Are all operators physically qualified to perform work? (16.C.05)			
11. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
12. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.06)			
13. Is a hazard analysis for set-up and set-down available? (16.C.08)			
14. Are accessible areas within the swing radius of the rear of the crane barricaded? (16.C.09)			
15. Are there at least 3 wraps of cable on the drum? (16.C.10)			
16. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
17. Are critical lift plans available? (16.C.18)			
18. Are minimum clearance distance for high voltage lines posted at the operator's position? (11.E.04)			
19. Do older lattice boom cranes with anti-two block warning devices in lieu of anti-two block prevention devices have a written exemption? (16.D.05)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08.A.04)			
21. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			

SAD Form 1666a-R Previous editions may be used for contracts
Mar 97 referencing the 1992 edition of EM 385-1-1.

	Yes	No	N/A
22. Is all equipment to be operated on public roads provided with: (16A.07) a. headlights? b. brake lights? c. taillights? d. back-up lights? e. front and rear turn signals?			
23. Are seat and seat belts provided for the operator and each rider on equipment? (16.A.07 and 16.B.08)			
24. Is all equipment with windshields equipped with powered wipers and defogging or defrosting devices? (16.A.07)			
25. Is the glass in the windshield or other windows clear and unbroken to provide adequate protection and visibility for the operator? (16.A.07, 16.B.10)			
26. Is all equipment equipped with adequate service brake system and emergency brake system? (16.A.18)			
27. Are areas on equipment where employees walk or climb equipped with platforms, footwalks, steps, handholds, guardrails, toeboards and non-slip surfaces? (16.B.03)			
28. Is all self propelled equipment equipped with automatic, audible, reverse signal alarms? (16.B.01)			
29. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.18)			
30. Are truck and crawler cranes attached to a barge or pontoon by a slack tiedown system? (16.F.06)			
31. Have the following conditions been met for land cranes mounted on barges or pontoons: (16.F.04) a. Have load ratings been modified to reflect the increased loading from list, trim, wave, and wind action? b. Are all deck surfaces above the water? c. Is the entire bottom area of the barge or pontoon submerged? d. Are tie downs available? e. Are cranes blocked and secured?			
32. Are all belts, gears, shafts, spindles, drums, flywheels, or other rotating parts of equipment guarded where is a potential for exposure to workers? (16.B.03)			

	Yes	No	N/A
33. Is the area where the crane is to work level, firm and secured? (16.A.10)			
34. Is a dry chemical or carbon dioxide fire extinguisher rated at least 5-B:C on the crane? (16.A.26)			
35. Are trucks, for truck mounted cranes, equipped with a working reverse signal alarm? (16.B.01)			
36. Is a signal person provided where there is danger from swinging loads, buckets, booms, etc.? (16.B.13)			
37. Is there adequate clearance from overhead structures and electrical sources for the crane to be operated safely? (16.C.09)			
38. Is there adequate lighting for night operations? (16.C.19)			
39. Has the the boom stop test on cable-supported booms been performed? (16.D.06)			
40. Is the boom disengaging device functioning as required? (16.D.06)			
41. Has all rigging and wire rope been inspected? (Section 15)			
Remarks:(Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

*2 SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES

Contract # and Title:				
Equipment name & number: owned or leased?				
Contractor:		Subcontractor:		
Contract Inspector:		Date Inspected:		
		Yes	No	N/A
1. Are the following available: (16.E.02)				
a. written erection instructions?				
b. listing of the weight of each component?				
c. an activity hazard analysis for the erection?				
d. does the activity hazard analysis contain				
(1.) location of crane and adjacent structures?				
(2.) foundation design and construction requirements?				
(3.) clearance and bracing requirements?				
2. Is there a boom angle indicator within the operator's view? (16.E.04)				
3. Are luffing jib cranes equipped with: (16.E.05)				
a. shock absorbing jib stops?				
b. jib hoist limit switch?				
c. jib angle indicator visible to operator?				
4. If used, do rail clamps have slack between the point of attachment to the rail and the end fastened to the crane? (16E.06)				
5. Are the following with the crane at all times: (16.C.02)				
a. the manufacturer's operating manual?				
b. the load rating chart?				
c. the crane's log book documenting use, maintenance, inspections and tests?				
d. the operating manual for crane operational aids used on the crane?				

	Yes	No	N/A
6. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspections? (16.C.12) c. written reports of the operational performance tests? (16.C.13) d. written reports of the load performance tests? (16.C.13)			
7. Is every crane operator certified by a physician to be physically qualified to perform work? (16.C.05)			
8. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
9. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.05)			
10. Is a hazard analysis for set-up and set-down available? (16.C.08)			
11. Are there at least 3 wraps of cable on the drum? (16.C.10)			
12. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
13. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.07)			
5. Remarks: (Enter actions taken)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

***2 SAFETY CHECKLIST FOR MOTOR VEHICLES ,
TRAILERS AND TRUCKS**

Contract # and title:
owned or leased?

Equipment name & number:

Contractor:	Subcontractor:
-------------	----------------

Contractor inspector:	Date inspected:
-----------------------	-----------------

	Yes	No	N/A
1. Are records of safety inspections of all vehicles available? (18.A.02)			
2. Are all vehicles to be operated between sunset and sunrise equipped with: (18.A.04) a. 2 headlights? b. taillights and brake lights? c. front and back turn signals? d. 3 emergency flares, reflective markers, or equivalent portable warning devices?			
3. Are vehicles, except trailers or semi-trailers having a gross weight of 5000 lbs or less, equipped with service brakes and manually operated parking brakes? (18.A.05)			
4. Are service brakes on trailers and semitrailers controlled from the driver's seat of the prime mover? (18A.06)			
5. Does the vehicle have: (18.A.06) a. a speedometer? b. a fuel gage? c. an audible warning device (horn)? d. a windshield & adequate windshield wiper? e. an operable defroster and defogging device? f. an adequate rearview mirror? g. a cab, cab shield, and other protection to protect the driver from the elements and falling or shifting materials? h. non-slip surfaces on steps? I. a power-operated starting device?			

	Yes	No	N/A
6. Is all the glass safety glass and is all broken or cracked glass replace? (18.A.07)			
7. Do trailers meet the following: (18A.08) a. Are all towing devices adequate for the weight drawn? b. Are all towing devices properly mounted? c. Are locking devices or a double safety system provided on every 5th wheel mechanism and tow bar arrangement to prevent accidental separation? d. Are trailers coupled with safety chains or cables to the towing vehicle? e. Are trailers equipped with the power brakes equipped with a break-away device which will lock-up the brakes in the event the trailer separates from the towing vehicle?			
8. Are all dump trucks:(18.A.10) a. equipped with a holding device to prevent accidental lowering of the body? b. equipped with a hoist lever secured to prevent accidental starting or tipping? c. equipped with means to determine (from the operator's position) if the dump box is lowered? d. equipped with trip handles for tailgates that allow the operator to be clear?			
9. Are all buses, trucks and combination of vehicles with a carrying capacity of 1.5 tons or more, to be operated on public roads equipped with: (18.A.11) a. 3 reflective markers? b. 2 wheel chocks for each vehicle? c. at least one 2A:10B:C fire extinguisher? d. at least two properly rated fire extinguishers (for vehicles carrying flammable cargo)? e. a red flag not less than 1 foot square.			
10. Is vehicle exhaust controlled so as not to present a hazard to personnel? (18.A.13)			
11. Are all rubber tired motor vehicles equipped with fenders or with mud flaps if the vehicle is not designed for fenders? (18.A.14)			

	Yes	No	N/A
12. Are all vehicles, except buses, equipped with seat belts? (18.B.02)			
13. Does all self-propelled construction and industrial equipment have a working reverse signal alarm? (16.B.01)			
14. Are all hot surfaces of equipment, including exhaust pipes or other lines, guarded or insulated to prevent injury or fire? (16.B.03)			
15. If an off the road vehicle, is it equipped with rollover protective structures? (16.B.12)			
16. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

	Yes	No	N/A
10. Are exhaust discharges directed so they do not endanger person or obstruct operator vision?(16.B.05)			
11. Are seat belts provided? (16B.08)			
12. Is protection (grills, canopies, screens) provided to shield operator from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS, AND OTHER MOBILE EQUIPMENT

Contract # and title:			
Equipment name and number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01 & .02)			
2. Are only qualified operators assigned to operate equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
5. Is there an effective working reverse alarm? (16.B.01)			
6. Is the unit shut down for refueling? (16.A.14)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03, .07 and .13)			
8. Is protection against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflow from running onto engine exhaust or electrical equipment? (16.B.04)			
10. Are exhaust discharges directed so they do not endanger persons or obstruct operator vision? (16.B.05)			

	Yes	No	N/A
11. Are seat belts provided for each person required to ride on the equipment? (16.B.08)			
12. Is protection (grills, canopies, screens) provided to shield operators from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Is a safe means of access to the cab provided (steps, grab bars, non-slip surfaces)? (16.B.03)_			
15. Are adequate head and tail lights provided? (16.A.07)			
16. Have brakes been tested and found satisfactory? (16.A.07)			
17. Does the unit have an emergency brake which will automatically stop the equipment upon brake failure? Is this system manually operable from the drivers position? (16.A.07)			
18. Is all equipment with windshields equipped with powered wipers and defogging or defrosting system? (16.A.07)			
19. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08A.04)			

	Yes	No	N/A
21. Have air tanks been tested and certified? (20.A.01)			
22. Is an air pressure gage in working condition installed on the unit? (20.A.12)			
23. Does the air tank have an accessible drain valve? (20.B.17)			
24. Remarks: (Enter action taken for all "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

*2 SAFETY CHECKLIST FOR MATERIAL HOISTS

Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contract Inspector:		Date inspected:	
	Yes	No	N/A
1. Are all hoist towers, masts, guys or braces, counterweights, drive machinery supports, sheave supports, platforms, supporting structures, and accessories designed by a licensed engineer? (16.K.02)			
2. Is a copy of the hoist operating manual available? (16.K.04)			
3. Do all floors and platforms have slip-resistant surfaces? (16.K.08)			
4. Are landings and runways adequately barricaded and is overhead protection provided where needed? (16.K.08)			
5. Are hoisting ropes installed IAW manufacturer's instructions? (16.K.10)			
6. Are operating rules posted at the hoist operator's station? (16.K.14)			
7. Are air powered hoists connected to an air supply of sufficient capacity and pressure to safely operate the hoist? (16.K.15)			
8. Are pneumatic hoses secured by some positive means to prevent accidental disconnection? (16.K.15)			
9. Remarks: (Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

*2 SAFETY CHECKLIST /EARTH DRILLING EQUIPMENT

Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Is a copy of the manual for all drilling equipment available? (16.M.01)			
2. Have all overhead electrical hazards and potential ground hazards been identified in a site layout plan and addressed in an activity hazard analysis? (16.M.02)			
3. Are MSDSs for all drilling fluids available? (16.M.05)			
4. Does the drilling equipment have 2 easily accessible emergency shut down devices (one for the operator and one for the helper)? (16.M.06)			
5. Is the equipment posted with a warning of electrical hazards? (16.M.06)			
6. Is there a spotter or an electrical proximity warning device available to ensure safe distances from power lines are maintained? (16.M.06)			
7. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAD Form 1666h-R Previous editions may be used for contracts referencing Mar 97 the 1992 edition of EM 385-1-1. (Added by Amendment No. 0002)

REPORTING OF SAFETY MEETING _____
(INSTALLATION, FIELD OFFICE, JOB, ETC.)

THRU EN
CD
OP
RE
TO SO

FROM:

DATE: _____ TIME: _____ (A.M./P.M.)
NO. EMPLOYEES PRESENT _____ DURATION: _____

Old Business: (Review report of last meeting. Follow up on action taken or anticipated to correct any safety deficiencies brought up at last meeting. Discuss any unfinished business.)

New Business: (Discuss any unsafe acts or conditions observed since last safety meeting and any mishaps or injuries which occurred during the week.)

Safety Presentation: (Safety talk, movie, or slide presentation on subject that is relevant to operation at hand.)

DATE AND TIME OF NEXT MEETING _____

(Signature and Title)

<i>(For Safety Staff only)</i>	REPORT NO.	EROC CODE	UNITED STATES ARMY CORPS OF ENGINEERS ACCIDENT INVESTIGATION REPORT <i>(For Use of this Form See Help Menu and USACE Suppl to AR 385-40)</i>				REQUIREMENT CONTROL SYMBOL: CEEC-S-8(R2)		
1. ACCIDENT CLASSIFICATION									
PERSONNEL CLASSIFICATION		INJURY/ILLNESS/FATAL		PROPERTY DAMAGE		MOTOR VEHICLE INVOLVED			
GOVERNMENT <input type="checkbox"/> CIVILIAN <input type="checkbox"/> MILITARY		<input type="checkbox"/>		<input type="checkbox"/> FIRE INVOLVED <input type="checkbox"/> OTHER		<input type="checkbox"/>			
<input type="checkbox"/> CONTRACTOR		<input type="checkbox"/>		<input type="checkbox"/> FIRE INVOLVED <input type="checkbox"/> OTHER		<input type="checkbox"/>			
<input type="checkbox"/> PUBLIC		<input type="checkbox"/> FATAL <input type="checkbox"/> OTHER		XXXXXXXXXX		XXXX			
2. PERSONAL DATA									
a. Name (Last, First, MI)		b. AGE	c. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE		d. SOCIAL SECURITY NUMBER				
f. JOB SERIES/TITLE		g. DUTY STATUS AT TIME OF ACCIDENT <input type="checkbox"/> ON DUTY <input type="checkbox"/> TDY <input type="checkbox"/> OFF DUTY		h. EMPLOYMENT STATUS AT TIME OF ACCIDENT <input type="checkbox"/> ARMY ACTIVE <input type="checkbox"/> ARMY RESERVE <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> PERMANENT <input type="checkbox"/> FOREIGN NATIONAL <input type="checkbox"/> SEASONAL <input type="checkbox"/> TEMPORARY <input type="checkbox"/> STUDENT <input type="checkbox"/> OTHER (Specify) _____					
3. GENERAL INFORMATION									
a. DATE OF ACCIDENT (month/day/year)	b. TIME OF ACCIDENT (Military time) hrs	c. EXACT LOCATION OF ACCIDENT			d. CONTRACTOR'S NAME				
e. CONTRACT NUMBER _____ <input type="checkbox"/> CIVIL WORKS <input type="checkbox"/> MILITARY <input type="checkbox"/> OTHER (Specify) _____		f. TYPE OF CONTRACT <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SERVICE <input type="checkbox"/> A/E <input type="checkbox"/> DREDGE <input type="checkbox"/> OTHER (Specify) _____		g. HAZARDOUS/TOXIC WASTE ACTIVITY <input type="checkbox"/> SUPERFUND <input type="checkbox"/> DERP <input type="checkbox"/> IRP <input type="checkbox"/> OTHER (Specify) _____					
4. CONSTRUCTION ACTIVITIES ONLY (Fill in line and corresponding code number in box from list - see help menu)									
a. CONSTRUCTION ACTIVITY (CODE) #				b. TYPE OF CONSTRUCTION EQUIPMENT (CODE) #					
5. INJURY/ILLNESS INFORMATION (Include name on line and corresponding code number in box for items e, f & g - see help menu)									
a. SEVERITY OF ILLNESS/INJURY (CODE) #			b. ESTIMATED DAYS LOST	c. ESTIMATED DAYS HOSPITALIZED	d. ESTIMATED DAYS RESTRICTED DUTY				
e. BODY PART AFFECTED (CODE) PRIMARY # SECONDARY #			g. TYPE AND SOURCE OF INJURY/ILLNESS TYPE (CODE) # SOURCE (CODE) #						
f. NATURE OF ILLNESS / INJURY (CODE) #									
6. PUBLIC FATALITY (Fill in line and correspondence code number in box - see help menu)									
a. ACTIVITY AT TIME OF ACCIDENT (CODE) #				b. PERSONAL FLOATION DEVICE USED? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A					
7. MOTOR VEHICLE ACCIDENT									
a. TYPE OF VEHICLE <input type="checkbox"/> PICKUP/VAN <input type="checkbox"/> AUTOMOBILE <input type="checkbox"/> TRUCK <input type="checkbox"/> OTHER (Specify) _____		b. TYPE OF COLLISION <input type="checkbox"/> SIDE SWIPE <input type="checkbox"/> HEAD ON <input type="checkbox"/> REAR END <input type="checkbox"/> BROADSIDE <input type="checkbox"/> ROLL OVER <input type="checkbox"/> BACKING <input type="checkbox"/> OTHER (Specify) _____			c. SEAT BELTS		USED	NOT USED	NOT AVAILABLE
					(1) FRONT SEAT				
					(2) REAR SEAT				
8. PROPERTY/MATERIAL INVOLVED									
a. NAME OF ITEM			B. OWNERSHIP		C. \$ AMOUNT OF DAMAGE				
(1)									
(2)									
(3)									
9. VESSEL/FLOATING PLANT ACCIDENT (Fill in line and correspondence code number in box from list - see help menu)									
a. TYPE OF VESSEL/FLOATING PLANT (CODE) #				b. TYPE OF COLLISION/MISHAP (CODE) #					
10. ACCIDENT DESCRIPTION (Use additional paper, if necessary)									
See attached page.									

10. ACCIDENT DESCRIPTION *(Continuation)*

13a. DIRECT CAUSE *(Continuation)*

13b.

INDIRECT CAUSES *(Continuation)*

14.

ACTION(S) TAKEN, ANTICIPATED, OR RECOMMENDED TO ELIMINATE CAUSE(S) *(Continuation)*

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A -- Approved as submitted.	E -- Disapproved (See attached).
B -- Approved, except as noted on drawings.	F -- Receipt acknowledged.
C -- Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX -- Receipt acknowledged, does not comply as noted with contract requirements.
D -- Will be returned by separate correspondence.	G -- Other (<i>Specify</i>)

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

(Reverse of ENG Form 4025-R)

SUMMARY OF COSTS							
ITEMS					COST		
DIRECT PLANT OPERATING COSTS							
UNIFORM DAILY RATE BASIS (To be completed when submitting Final and Completion reports)							
CHARGES _____ DAYS AT \$ _____ PER DAY (less 1% F.V.G. base 22 (Costs) — <i>adjusted to include plant investment cost</i>) — OR —							
ACTUAL PLANT COSTS (To be completed when submitting Annual report)							
PAYROLLS (year)					\$		
SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE					\$		
FUEL _____ BARRELS AT \$ _____ PER BARREL					\$		
WATER					\$		
LUBRICANTS					\$		
PLANT OWNERSHIP COSTS (As computed below)					\$		
INSURANCE					\$		
ATTENDANT PLANT					\$		
MISCELLANEOUS					\$		
SUBTOTAL — UNIFORM DAILY RATE OR ACTUAL COSTS					\$		
SUBTOTAL — PLANT UNIT COST \$ _____ PER CUBIC YARD							
SHORE WORK							
SUBTOTAL — SHORE WORK COSTS					\$		
SUBTOTAL — SHORE WORK UNIT COSTS \$ _____ PER CUBIC YARD							
OTHER COSTS							
SURVEYS					\$		
INSPECTION AND SUPERVISION					\$		
OVERHEAD					\$		
OTHER INDIRECT COSTS					\$		
SUBTOTAL — OTHER COSTS					\$		
SUBTOTAL — OTHER UNIT COST \$ _____ PER CUBIC YARD							
GRAND TOTAL — ALL COSTS					\$		
GRAND TOTAL — ALL UNIT COSTS \$ _____ PER CUBIC YARD							
OPERATING SUPPLIES				ANNUAL REPORT DATA <i>(Complete when submitting Annual report)</i>			
COMMODITIES	CONSUMED		INVENTORY		COST PER RENTAL HOUR <i>(Based on total operating unit)</i>	\$	per hr.
	LNT	QUANTITY	QUANTITY	VALUE			
FUEL (oil)	GAL				TOTAL COST OF PLANT <i>(End of F.V. reporting period)</i>	\$	
LUBRICANT (oil)	GAL				BOOK VALUE <i>(End of F.V. reporting period)</i>	\$	
LUBRICANT (grease)	LBS				BALANCE IN PLANT ACCOUNT <i>(End of F.V. reporting period)</i>	\$	
WATER	GAL				PLANT OWNERSHIP COSTS <i>(Annual for F.V. reporting period):</i>		
					DEPRECIATION	\$	
					REPAIRS (Adjusted)	\$	
					CESSATION OF WORK	\$	
					SMALL TOOLS, ETC.	\$	
SUBSISTENCE SUPPLIES							
MISCELLANEOUS SUPPLIES							
TOTAL				\$	TOTAL	\$	
REMARKS							
SUBMITTED BY (Name, title, and signature)			RECOMMENDED BY (Name, title, and signature)			APPROVED BY (Name, title, and signature)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by
OM
0348-0046

Reporting Entity: _____ Page _____ of _____

*2 Maintenance Dredging, Savannah Harbor, Station
0+000-112+500 and Sediment Basin, Station 0+000-13+300

DACW21-02-B-0007

DESCRIPTION/SPECIFICATIONS

TABLE OF CONTENTS
DIVISIONS 1 AND 2

Section Number	Section Title
	DIVISION 1 - GENERAL
01330	Submittal Procedures w/ENG Form 4288
01502	General Contract Requirements
	DIVISION 2 - SITE WORK
02100	Dredging
02112	Environmental Protection

CEGS-01330/S (September 1997)

SECTION 01330

SUBMITTAL PROCEDURES
09/97

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

- SD-01 Data
- SD-04 Drawings
- SD-06 Instructions
- SD-07 Schedules
- SD-08 Statements
- SD-09 Reports
- SD-13 Certificates
- SD-14 Samples
- SD-18 Records
- SD-19 Operation and Maintenance Manuals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

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

1.2.2 Information Only

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

1.3 APPROVED SUBMITTALS

The Contracting Officer or his Authorized Representative's approval of submittals shall not be construed as a complete check, but will indicate

only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer or his Authorized Representative, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

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

1.5 WITHHOLDING OF PAYMENT

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

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

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

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 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. The Contractor will also be given the submittal register as a diskette containing the computerized ENG Form 4288 and instructions on the use of the diskette. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer or his Authorized Representative for approval within 30 calendar days after Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. 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.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 10 calendar days shall be allowed and shown on the register for review and approval of submittals for food service equipment and refrigeration and HVAC control systems.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) included in Attachment 1 to Section 00800 shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. 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 sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

The Contractor shall be responsible for the scheduling and control of all submittals. The Contractor is responsible for confirming that the submittal register includes all submittals required by the contract documents.

In addition to those items listed on ENG Form 4288, the Contractor will furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes and critical items must be tied to the contractor's approved schedule where applicable.

The Contractor will submit to the Contracting Officer or his Authorized Representative for approval a minimum of five copies of all GA/D or GA/F level submittals. Three copies of all FIO level submittals will be provided. The number of copies of submittals specified in this portion of

the contract shall be complied with in lieu of four copies as specified by FAR 52.236-21.

Where ENG Form 4025 must be submitted prior to approval of the Construction Progress Schedule, the Contractor shall submit an initial annotated ENG Form 4288 upon which dates for submittal, approval and delivery of procurement items shall be included for the first 60 days of the work. Upon approval of the Construction Progress Schedule, or no later than 60 days after Notice to Proceed, the Contractor shall submit final annotated copies of ENG Form 4288. Dates shall be coordinated with the approved Construction Progress Schedule to logically interface with the sequence of construction. Critical item numbers will be shown on the listing if NAS is required.

Furnishing the schedule shall not be interpreted as relieving the Contractor of his obligation to comply with all the specification requirements for the items on the schedule. Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. The Contractor shall furnish a list each 30 days of all submittals on which either Government's or Contractor's action is past due. He shall also furnish revised due dates in those cases when the original submittal schedule is no longer realistic. This monthly list of delayed items shall also be annotated by the Contractor to show what corrective action he is taking with regard to slippages in submittal schedule which are attributable to actions by him, his subcontractors, or suppliers.

The Contractor shall provide a complete updated submittal register indicating the current status of all submittals when requested by the Contracting Officer or his Authorized Representative in order to assure himself the schedule is being maintained.

The Contractor shall certify that each submittal is correct and in strict conformance with the contract drawings and specifications. All submittals not subject to the approval of the Contracting Officer or his Authorized Representative will be submitted for information purposes only.

No Corps of Engineers action will be required prior to incorporating these items into the work, but the submittal shall be furnished to the Area/Resident Engineer not less than 2 weeks prior to procurement of Contractor certified material, equipment, etc.

These Contractor approved submittals will be used to verify that material received and used in the job is the same as that described and approved and will be used as record copies. All samples of materials submitted as required by these specifications shall be properly identified and labeled for ready identification, and upon being certified by the Contractor and reviewed by the Contracting Officer or his Authorized Representative, shall be stored at the site of the work for job site use until all work has been completed and accepted by the Contracting Officer or his Authorized Representative. Delegation of this approval authority to Contractor Quality Control does not relieve the Contractor from the obligation to conform to any contract requirement and will not prevent the Contracting Officer or his Authorized Representative from requiring removal and replacement of construction not in contract conformance; nor does it relieve the Contractor from the requirement to furnish "samples" for testing by the Government Laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

Contractor certified drawings will be subject to quality assurance review by the Government at any time during the duration of the contract. No adjustment for time or money will be allowed for corrections required as a result of noncompliance with plans and specifications.

Submittals Requiring Government Approval (GA/D Level or GA/F Level). Where the review authority is designated to the Government, the Contractor is required to sign the certification on ENG Form 4025 in the box beside the remarks block in Section I. The Government will code the items in block h and sign the approval action block in Section II as the approving authority.

Operating and Maintenance Instructions. Six complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished. Each set shall be permanently bound and shall have a hard cover. One complete set shall be furnished at the time test procedures are submitted. Remaining sets shall be furnished before the contract is completed. The following identification shall be inscribed on the covers: The words "OPERATING AND MAINTENANCE INSTRUCTIONS," name and location of the facility, name of the Contractor, and contract number. Fly sheets shall be placed before instructions covering each subject. Instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. Instructions shall include but are not limited to:

- (1) System layout showing piping, valves and controls;
- (2) Approved wiring and control diagrams;
- (3) A control sequence describing startup, operation and shutdown;
- (4) Operating and maintenance instructions for each piece of equipment, including lubrication instructions and troubleshooting guide; and
- (5) Manufacturer's bulletins, cuts and descriptive data; parts lists and recommended parts.

3.5.2 Deviations

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

3.6 CONTROL OF SUBMITTALS

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

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the

Contracting Officer or his Authorized Representative and one copy of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer or his Authorized Representative 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 or his Authorized Representative 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.

3.9 STAMPS

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

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

SUBMITTAL REGISTER (ER 415 1-10)														Contract No.												
TITLE AND LOCATION				Maint Dredging Sediment Basin, Savannah Harbor, GA										CONTRACTOR		Specification Section										
ACTIVITY NO.	TRANSMITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION			CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION			
					DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	O & M MANUALS	INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE	REMARKS
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.
			01502-3.	Quality Control Plan					X						X											
			02100-4.1	Disposal and Dredging Plan						X					X											
			02100-7.3	Pipeline Survey		X									X											
			02100-7.5.1	Stoplog Certificate											X											
			02100-13.3.2	Water Quality Tests					X						X											
			02100-20.	Progress Chart				X								X										
			02100-21.	Lever Room Log					X						X											
			02112-3.	Endangered Species Watch Plan					X						X											

SECTION 01502

SPECIAL CONTRACT REQUIREMENTS

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (ALTERNATE B) (JUN 2000 SAS): The Contractor will be required to commence work under this contract within 15 calendar days after the date of receipt by him of Notice to Proceed, to prosecute said work diligently and to complete the entire work ready for use not later than 420 calendar days after the date of receipt by him of Notice to Proceed, excluding the 75-day environmental window from 15 March to 31 May during which time NO dredging will be performed, except between Station 50+000 to 63+250. Should the total quantity of material to be paid for actually removed under the contract exceed the limit established in the clause entitled VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS, additional time will be allowed at the rate of 30 calendar days for each 350,000 cubic yards in excess of the established limit. The time stated for completion shall include final cleanup of the premises.

2. OMITTED

3. CONTRACTOR QUALITY CONTROL (JAN 1994 SAS):

3.1 The Contractor shall provide and maintain an effective quality control program that complies with clause INSPECTION OF CONSTRUCTION (FAR 52.246-12) of SECTION 00800.

3.2 The Contractor shall establish a quality control system to perform sufficient inspection of all items of work, including that of his subcontractors, to ensure conformance to applicable specifications and drawings with respect to the materials, workmanship, construction, finish functional performance, and identification. This control shall be established for all dredging except where the technical provisions of the contract provide for specific Government control by inspections or other means. The Contractor's control system shall specifically include the surveillance required in the technical provisions of the contract specifications.

3.3 The Contractor's quality control system is the means by which he assures himself that his dredging complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all dredging operations and should be keyed to the proposed dredging sequence.

3.4 The Contractor's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance or special technicians to provide capability for the controls required by the technical provisions of the specifications.

3.5 After the contract is awarded and before dredging operations are started, the Contractor shall meet with the Contracting Officer or his Authorized Representative, and discuss quality control requirements. The meeting shall develop mutual understanding relative to details of the system, including the forms to be used for recording the quality control operations, inspections, administration of the system, and the interrelationship of Contractor and Government inspection.

3.6 Unless specifically authorized by the Contracting Officer or his Authorized Representative, no dredging shall be started until the Contractor's quality control plan is approved.

3.7 All compliance inspections shall be recorded on the form Daily Contractor Quality Control Report (see ATTACHMENT 1 to SECTION 00800) and/or the Daily Contractor Quality Control Report for Dike Construction (see ATTACHMENT 1 to SECTION 00800) as appropriate, including but not limited to the specific items required in each technical section of the specifications. This form, to

include records of corrective action taken, shall be furnished to the Government as required by the Contracting Officer or his Authorized Representative.

3.8 If recurring deficiencies in an item or items indicate that the quality control system is not adequate, such corrective actions shall be taken as directed by the Contracting Officer or his Authorized Representative.

4. PROGRESS PAYMENTS (JUN 1982 OCE): Progress payments made pursuant to the clause PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS of SECTION 00700 for any item of work in the bid schedule shall be based on the contract unit price or lump sum amount set forth in the Bid Schedule for that item of work. If the amount of the unit price or lump sum bid for any item of work is in excess of 125 percent of the Government estimate for such item, the Contracting Officer or his Authorized Representative may require the Contractor to produce cost data to justify the price of the bid item. Failure to justify the bid item price to the satisfaction of the Contracting Officer or his Authorized Representative may result in payment of an amount equal to 125 percent of the Government estimate for such bid item upon completion of work on the item and payment of the remainder of the bid item price upon final acceptance of all contract work. (DAEN-PRZ/CWO-C, 30 June 1980, EC 715-2-31 amended 28 Jun 82.)

5. DATUM AND BENCHMARKS (JAN 1994 SAS): The plane of reference of mean low water as used in these specifications is that determined by the following benchmarks for Savannah Harbor:

<u>Name</u>	<u>Description</u>	<u>Elevation above MLW</u>
1-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 70 feet from north shoreline of river	17.07
2-G	Brass disk set in most westerly round concrete pier of the GPA LASH facility	14.32
3-G	5/8 inch steel reinforcing rod set in concrete with cap on top, on Cockspur Island	9.66
4-G	5/8 inch steel reinforcing rod set in concrete with cap on top, 100 feet from the river	9.29
5-S	5/8 inch steel reinforcing rod set in concrete with cap on top, in Jones Island Disposal Area, 145 feet from the river	11.88
6-G	5/8 inch steel reinforcing rod set in concrete with cap on top, on Long Island, 43 feet from river	9.55

<u>Name</u>	<u>Description</u>	<u>Elevation above MLW</u>
14-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 70 feet from the river	10.45
18-S	5/8 inch steel reinforcing rod set in concrete with cap on top	xx.xx
19-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 110 feet from centerline of dirt road on top of dike	13.90
21-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 34 feet from centerline of dirt road along dike	21.81
23-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 55 feet from centerline of dirt road along dike	30.56
24-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 12 feet from centerline of dirt road along dike	34.84
25-G	Brass disk set in concrete dock of Fort Jackson, located 65 feet from USGS Marker No. 3 and 100 feet from USGS Marker No. 1	11.07
26-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 13 feet from centerline of dirt road along dike	xx.xx
27-G	Brass disk set in concrete dock on the loading dock of Standard Oil Company	14.78
28-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 41 feet from river	10.66
29-G	5/8 inch steel reinforcing rod set in concrete with cap on top, 80 feet from river, at the SCL Railroad Industrial Site	9.76
30-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 55 feet from river	17.41
32-S	5/8 inch steel reinforcing rod set in concrete with cap on top, located 23 feet from the river	20.69
33-G	Brass disk set in concrete dock located west of Berth 6 at East Coast Terminal Co.	13.29
34-G	Brass disk set in brick dock located near River Street in the City of Savannah	13.07
37-S	5/8 inch steel reinforcing rod set in concrete with cap on top	9.55

<u>Name</u>	<u>Description</u>	<u>Elevation above MLW</u>
38-G	Brass disk set in concrete dock located at Berth 1	14.46
41-G	Brass disk set in concrete dock in front of Berth 19	14.48
42-S	Brass disk set in concrete dock at Diamond Construction Company	15.60
43-G	Brass disk set in concrete walk located near Union Camp Corporation property	17.46
44-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 61 feet from the river	19.59
45-G	Brass disk set in most northwesterly pier at Amoco Oil Company Asphalt Refinery	12.79
46-S	5/8 inch steel reinforcing rod set in concrete with cap on top, located 23 feet from river, and 43 feet from construction crossing sign	18.89
47-G	Brass disk set in dock of National Gypsum Co.	13.58
48-G (Kick)	Brass marker located in GPA dock at Berth 51 (downstream corner)	14.81
CE-R-21	Standard disk set in concrete dock at GPA near Shed 4	xx.xx
CE-R-19	Standard disk in GPA dock at Berths 57 and 58	14.75
50-G	Brass disk set in concrete pier at GPA Garden City Terminal	14.78
52-G	5/8 inch steel reinforcing rod set in concrete with cap on top, 10 feet from river	18.00
51-S	5/8 inch steel reinforcing rod set in concrete with cap on top, on Argyle Island, 24 feet from river	10.38
53-G	5/8 inch steel reinforcing rod set in concrete with cap on top, on Argyle Island, 70 feet from river	11.86
54-G	5/8 inch steel reinforcing rod set in concrete with cap on top, 12 feet from river	14.77
55-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 250 feet from east shoreline of river	19.79

<u>Name</u>	<u>Description</u>	<u>Elevation above MLW</u>
56-G	5/8 inch steel reinforcing rod set in concrete with cap on top, 2 feet from river, between Atlantic Creosoting Co. and SEPCO Port Wentworth Generating Station	12.06
57-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 48 feet from river, between Houlihan Bridge and Middle River	16.83
58-G	Brass disk set in concrete dock at Georgia Pacific Corporation	16.57
59-G	Brass disk set in concrete dock at Stone Container Corporation	18.45
60-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 18 feet from east shoreline of river, south of Houlihan Bridge	11.81
61-G	5/8 inch steel reinforcing rod set in concrete with cap on top, 69 feet from west shoreline of river, 17 feet north of centerline of Houlihan Bridge	20.01
72-S	5/8 inch steel reinforcing rod in concrete with cap on top, 95 feet riverward of the centerline of the dirt road paralleling Back River	26.59
74-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 115 feet riverward of the centerline of the dirt road paralleling Back River	11.67
75-S	5/8 inch steel reinforcing rod set in concrete with cap on top, 84 feet landward of the dirt road paralleling Back River	26.47
CE2	Corps of Engineers brass disk located between Back River and Long Road (approximately 142 feet riverward of the centerline of the dirt road paralleling Back River)	14.34

6. PLANT (JUL 1999 SAS):

6.1 The Contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications and the plant shall be subject to inspection by the Contracting Officer or his Authorized Representative at all times. The plant listed on the Plant and Equipment schedule, ENG Form 1619-R (SECTION 00010), is the minimum which the Contractor agrees to place on the job unless otherwise determined by the Contracting Officer or his Authorized Representative, and its listing thereon is not to be construed as an agreement on the part of the Government that it is adequate for the performance of the work.

6.2 All scows must be kept in good condition, the coamings repaired and the pockets provided with proper doors or appliances to prevent leakage of material.

6.3 All pipelines for hydraulic machines must be kept in good condition and all items and any leaks or breaks along their length must be promptly and properly repaired. Any damages to dikes and riverbanks shall be repaired. The Contractor is required to report any such leaks or breaks that occur to the Government.

6.4 No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer or his Authorized Representative. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply.

6.5 In the event of collision, fire, major breakdown or any other action preventing continuation of dredging operations for a period of more than 48 hours which is anticipated to continue for a period of 30 days or more, additional dredging plant shall be delivered as required by paragraph COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK. In the event the additional plant as directed by the Contracting Officer or his Authorized Representative is not delivered and placed in operation within the allowable 30 days, the contract will be terminated under the clause DEFAULT (FIXED-PRICE CONSTRUCTION) (FAR 52.249-10) of SECTION 00700.

7. OMITTED

8. NAVIGATION AIDS AND PERMITS (MAR 1978 SAS):

8.1 Navigation Aids: Navigation aids located within or near the areas required to be dredged will be removed, if necessary, by the U.S. Coast Guard in advance of dredging operations. The Contractor shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation. The Contracting Officer or his Authorized Representative will request the U.S. Coast Guard to relocate the aids if it is determined that they will interfere with the dredging process.

8.2 Dredging Aids: Dredging aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigation aids.

8.3 Coast Guard Permits: The responsibility for maintaining and operating the job site installations and vessels in accordance with applicable law rests with the Contractor.

9. SIGNAL LIGHTS (AUG 1984 SAS): In accordance with Navigation Rules, International-Inland COMDTINST M16672.2, the Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges and vessels engaged in laying cables or pipes or in submarine or bank protection operations, lights to be displayed on dredge pipeline and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel and the passing by other vessels or floating plant working in navigable channels, as set forth in Commandant, U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (COMDTINST M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

10. NOTICE TO MARINERS (APR 1984 SAS): Should the Contractor, during dredging operations, encounter any objects on the channel bottom which could be a hazard to navigation, he will notify the Contracting Officer or his Authorized Representative immediately as to the location of said object and any other pertinent information necessary for the Contracting Officer or his Authorized Representative to put out a Notice to Mariners.

11. COAST GUARD CERTIFICATION OF PLANT (APR 1984 SAS): The Contractor shall furnish the Contracting Officer or his Authorized Representative sufficient evidence that the Contractor's floating plant (or self-propelled dredge) has proper and necessary U.S. Coast Guard certification as may be applicable under one or more of the following laws and/or regulations: steam (or motor) vessels, cargo and miscellaneous 46 U.S.C. 391(b), Inland Water Rules 46 CFR 7, coastwise vessels and load line 46 U.S.C. 88, or certificated - Oceans (load line exemption).

12. ADVANCE NOTICE REQUIREMENT (JUN 1984 SAS): The Contractor shall give the Contracting Officer or his Authorized Representative 15 days' written notice of the date he plans to complete work in each acceptance section in order that before dredging surveys for the next area of assignment may be made sufficiently in advance of the Contractor's operations.

13. OMITTED

14. COMPLIANCE WITH APPLICABLE NAVIGATION RULES AND REGULATIONS, MARINE EQUIPMENT (SEP 1979 SAD):

14.1 The Contractor shall ascertain that all vessels utilized in project operations consequent to this project are commanded, equipped, navigated and/or operated so as to be in strict compliance with the general regulations of the Department of the Army and of the Coast Guard, including applicable section, safety, environmental and navigational rules and regulations of the Code of Federal Regulations (CFR), parts 33 and 46.

14.2 Installations as may be placed by the Contractor on or over the seabed of the work area, i.e., pipeline, pipeline risers and booster stations, are obstructions or structures in accordance with Title 33 CFR Subpart 67.01. Such installations or portions thereof are subject to applicable regulations set forth in Title 33 CFR, parts 64, 66, and 67.

14.3 The responsibility for notifying Commander, Seventh Coast Guard District, per Title 33 CFR subpart 67.40, and the responsibility of securing necessary installation approvals therefrom, rests with the Contractor. The further responsibility for maintaining and operating his job site installations and vessels in accordance with applicable law rests with the Contractor.

--End of Section--

SECTION 02100

DREDGING

1. WORK COVERED BY CONTRACT PRICE (JUN 1999 SAV): The contract price includes all mobilization and demobilization, dredging and disposal of all materials and all disposal area operations as directed by the Contracting Officer or his Authorized Representative. The work covered by this section consists of furnishing all plant, labor, and materials and performing all operations as may be necessary to complete the following work as shown on the drawings and as herein specified and as directed by the Contracting Officer or his Authorized Representative.

*2

1.1 The required dredging for this contract is from Station 0+500 to 13+300 in the Sediment Basin and from Station 0+000 to 112+500 in the Savannah River as directed by the Contracting Officer or his Authorized Representative. The limits of dredging for this contract also include Port Wentworth Turning Basin, Argyle Island Turning Basin, Kings Island Turning Basin, Marsh Island Turning Basin, Fig Island Turning Basin, and the Rehandling Basin/Oysterbed Island Turning Basin. Areas of rapid shoaling are indicated on the contract plans by cross-hatched areas which represent areas which typically have more than 5 feet of deficiency (bank) on the toe of the channel. These areas are to be dredged under production dredging (cost per cubic yard of material removed). Any contiguous portion of the shoal above the required dredging depth in the hatched areas that extends beyond the length or width of the hatched area shall also be dredged under production dredging. These areas do not represent all areas which might require dredging during contract performance. If the Contracting Officer or his Authorized Representative directs the Contractor to dredge shoals that have less than 5 feet of bank height above the required dredging depth at the toe of the channel, the Contractor has the option to dredge the shoal under station dredging (payment by lineal foot of ½ channel advance of the dredge) or by production dredging if more advantageous to the Contractor. The Contractor may also be directed to redredge any shoaling that occurs in any section of previously accepted work from Station 0+500 to 13+300 in the Sediment Basin and from Station 0+000 to 112+500 in the Savannah River as described in paragraph 18, "SHOALING" by either production or station dredging depending on the nature of the shoal. The Contracting Officer or his Authorized Representative has discretion to waive the requirement to remove material above the required depth if the Government does not consider it a hazard to navigation. The required depths for material removal are as follows:

Sediment Basin

Sta. 0+500 to 2+000	-38.0 Ft. MLW
Sta. 2+000 to 2+150	-40.0 Ft. MLW
Sta. 2+150 to 13+300	-40.0 Ft. MLW

Savannah River

Sta. 112+500 to 105+500	-32.0 Ft. MLW
Sta. 105+500 to 103+000	-38.0 Ft. MLW
Sta. 103+000 to 102+000	-42.0 Ft. MLW
Sta. 102+000 to 100+000	-44.0 Ft. MLW
Sta. 100+000 to 79+600	-44.0 Ft. MLW
Sta. 79+600 to 70+000	-44.0 Ft. MLW
Sta. 70+000 to 50+000	-46.0 Ft. MLW
Sta. 50+000 to 37+000	-46.0 Ft. MLW
Sta. 37+000 to 35+000	-48.0 Ft. MLW

Sta. 35+000 to 24+000	-46.0 Ft. MLW
Sta. 24+000 to 0+000	-44.0 Ft. MLW
Argyle Island Turning Basin	-30.0 Ft. MLW
Kings Island Turning Basin and Transition	-44.0/-50.0 Ft. MLW
Marsh Island Turning Basin	-34.0 Ft. MLW
Fig Island Turning Basin	-38.0 Ft. MLW
Rehandling Basin and Oysterbed Island Turning Basin	-40.0 Ft. MLW

1.1.1 If additional shoals develop anywhere in the project area above the required depths, then they will be required to be dredged by this contract. Areas within the limits of dredging which have existing shoals above the project depth which have not been identified as requiring dredging will be monitored by the Government. If dredging is required, the Contracting Officer or his Authorized Representative shall direct the Contractor to remove the shoals at the unit price for Bid Item Nos. 0002 - 0012.

1.1.2 Operations required by this contract shall consist of the removal and disposal of all material which is indicated to be dredged in these specifications and drawings. Movement of the dredge plant as required by the order of work, and the positioning of pipelines and attendant plant to facilitate proper dredge operations are also required. The Contractor will be required to remove material above the required depth as shown on the contract drawings and any additional shoaling which may have occurred between the time of the Examination Survey and the Before Dredging Surveys within the construction limits at the unit price for Bid Item Nos. 0002 - 0012.

1.1.3 The Contractor shall be required to perform water quality surveillance during the release of effluent from the disposal area.

1.1.4 The Contractor shall be responsible for the operation, maintenance and monitoring of the disposal area.

1.1.5 The Contractor is responsible for performing all surveys and layout and maintaining all targets, ranges, and stakes necessary for this contract (except Before Dredging and After Dredging Surveys).

2. APPLICABLE PUBLICATIONS (JUN 1999 SAV): The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

2.1 American Wood Preservers' Association (AWPA) Standards:

C18	Standard Soil Contact
M4	The Care of Preservative-Treated Wood Products

2.2 American Wood Preservers Bureau (AWPB) Standard

MLP 80	Standard
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2.3 American Water Works Association (AWWA):

AWWA-01	(1985; 16th Ed) Standard Methods for the Examination of Water and Wastewater
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3. ORDER OF WORK (JUN 1999 SAV):

3.1 Order of work will be as follows or as directed by the Contracting Officer or his authorized representative. The Contractor shall commence dredging in the Sediment Basin, beginning work at Station 7+000 and proceeding progressively and successfully toward Station 0+500. Upon completion of this channel segment the Contracting Officer or his authorized representative will determine, based on before dredging surveys and disposal area availability, the next order of work. This next order of work will either be shoals in the Savannah River between Station 112+500 and Station 0+000 or completion of dredging in the Sediment Basin from Station 7+000 to 13+300. The order of work for dredging shall be directed insofar as practicable to provide for efficient operation of the dredging equipment. However, dredging for navigation needs will be given priority and the Contractor shall be directed to perform work in any area as, in the opinion of the Contracting Officer or his Authorized Representative, is more advantageous to the Government. Orders to the Contractor's Representative at the site of the work will be in writing based on acceptance sections as shown on the contract drawings.

4. PLAN AND SCHEDULE OF WORK (JUN 1999 SAV):

4.1 The Contractor shall submit a dredging and disposal plan prior to the preconstruction conference, to be approved by the Contracting Officer or his Authorized Representative prior to the commencement of dredging. The dredging plan must include the dredging plant the Contractor intends to use on each acceptance section, and his schedule indicating starting and completion dates for dredging each section. The Contractor's dredging and disposal plan and schedule shall ensure the following:

(1) Sufficient ponding area within the disposal area(s) for proper effluent water quality.

(2) Dredge size and production rates suitable to the disposal area size and proper effluent discharge rates.

(3) Performance of all work in strict accordance with the drawings and specifications.

(4) Completion of the work within the time allowed by the contract.

4.2 The dredging plan shall include (but is not limited to) the following:

(1) A description and schedule of all operations which will be performed in connection with the removal and transport of material. The operations shall be described in the sequence in which they will be performed.

(2) A description of all plant (including names of dredges) and equipment which will be utilized in connection with the removal and transport of material and its intended area of work.

(3) Plant to be used in each acceptance section.

(4) A description of the plan of operation of the weirs, including which weirs will be used during dredging operations.

5. CHARACTER OF MATERIALS (JUN 1999 SAV):

5.1 The materials to be removed from the Sediment Basin reaching from Station 0+500 to 13+300 and from the Savannah River reaching from Station 0+000 to Station 112+500 are principally those which have accumulated as a result of shoaling since previous dredging. Materials in the allowable overdepth of this area may or may not have been dredged as part of a continuous maintenance program. All soils discussed in these paragraphs are classified in accordance with the Unified Soil Classification System. Discussions of soil consistencies are based on blow count data. The blow count is the number of blows, or strikes, from a 140-pound hammer falling 30 inches needed to drive a 1-3/8 inch inner diameter splitspoon 12 inches.

5.2 The shoal materials from the Sediment Basin are anticipated to consist primarily of fine material passing a 200 mesh sieve and fine to coarse sand. These include silty sands (SM); poorly graded, silty sands (SP-SM); well graded, silty sands (SW-SM); clayey sands (SC); low liquid limit silts (ML); high liquid limit silts (MH); low liquid limit clays (CL); high liquid limit clays (CH); and organic silts and organic clays (OL and OH). Materials encountered from Station 12+000 to 13+300 during previous dredging contracts were found to contain higher percentages of medium to coarse sand. The consistency of these shoal materials can be described as very soft to soft (4 blow counts or less) for fine grained soils (silts and clays) and very loose to loose (10 blow counts or less) for coarse grained soils (sands and gravels).

5.3 The shoal materials from the Savannah River are anticipated to primarily consist of fine material passing a 200 mesh sieve, fine to coarse sands, and gravels. These include silty gravels (GM); clayey gravels (GC); poorly graded sands (SP); silty sands (SM); poorly graded, silty sands (SP-SM); well graded, silty sands (SW-SM); clayey sands (SC); low liquid-limit silts (ML); high liquid-limit silts (MH); low liquid-limit clays (CL); high liquid-limit clays (CH); and organic silts and organic clays (OL and OH). The consistency of these shoal materials could be described as very soft to soft (4 blow counts or less) for fine-grained soils (silts and clays) and very loose to loose (10 blow counts or less) for coarse-grained soils (sands and gravels). Shoal materials between Stations 0+000 to 40+000 have consistently contained higher percentages of medium and coarse grained sands resulting in slower production rates for similar but less sandy materials in other areas of the project.

5.4 Materials within the allowable overdepths and, to a certain degree, material immediately below the allowable overdepths, should be both shoal material and undisturbed material. These materials would be consistent with materials found at the bottom of the harbor in other dredging projects. Sands, silts, and clays should be anticipated in various mixes. Blow counts for fine-grained soils (silts and clays) are generally in the 1 to 10 range, and blow counts for the coarse-grained soils are generally in the 1 to 30 range. Consequently, the consistency of the fine-grained soils could be described as very soft to stiff, while the consistency of the coarse-grained soils could be described as very loose to medium. In addition, the silts and clays may exhibit some plasticity with a high liquid-limit, which would cause some difficulty mixing with water if hydraulic means are used to remove the material.

5.5 In addition to shoal materials, inorganic and organic debris must be expected. This debris could include, but is not limited to: tools and equipment, wood, automotive tires, metal implements and fragments, concrete masses, riprap, cable, wire rope, container ties, construction rubble generated during widening and deepening construction activities, and other debris associated with maritime activities. During past maintenance and new

work contracts, contractors have encountered this debris throughout the channel and turning basins. This has caused extra downtime to clear the dredge cutterhead, suction, and pumps. The debris encountered is a normal condition of the harbor and no extra payment will be made for downtime due to debris removal from the dredge cutterhead, suction or pumps. The Contractor will be required to remove all inorganic and organic debris above the required dredging depths.

5.6 Bidders should examine the areas included in this contract and determine for themselves the character of materials. Records of previous dredging in the vicinity of the maintenance area are available in the office of the District Engineer, U.S. Army Engineer District, Savannah, 100 West Oglethorpe Avenue, Savannah, Georgia 31401-3640. Access to these data may be obtained through Mr. Walt Lanier at 912-652-5064.

5.7 The Contractor should expect substantial debris in the area of the channel from Station 69+310 to 103+000. Although some of this debris has been removed during recent maintenance dredging, debris quantities are expected to be greater than would be expected to be encountered in normal maintenance dredging in Savannah Harbor. Dredges have experienced up to 4 hours of downtime per day for pump, suction, and cutterhead cleaning even though contractors have used various mechanical means to reduce such impacts on previous contracts. Bidders should expect to experience similar or greater conditions during performance of this contract if dredging is required in this area. No additional payment will be made for downtime for debris removal from the cutterhead, suction, pumps, or discharge lines.

6. DREDGING CONTROLS (JUN 1999 SAV): In high silt areas, controlled dredging shall be used to avoid excess agitation of the fine grained silt materials. The cutter speed shall be limited to a maximum RPM to limit the peripheral speed to 2 feet per second. The swing of the dredge shall be limited to a maximum of 1 foot per second in horizontal movement of the cutter head. The dredged bank shall be cut in layers not to exceed 1.5 times the diameter of the cutter. The Contractor shall provide a printout of the GPS coordinates of the dredge cutterhead when dredging occurs near structures.

7. DISPOSAL AREA OPERATIONS (JUN 1999 SAV):

7.1 The dredged material shall be transported to and deposited in disposal areas as shown on drawings described in the clause CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DFARS 252.236-7001) of SECTION 00700. The Contractor will be required to place his head sections in the locations indicated on the drawings and move his head sections as necessary to maintain flows toward the back of the disposal areas. The Contractor should place his head section within the disposal area and pipe off as necessary to ensure the deposition of coarse grain material contiguously along the front interior side of the dikes. Any deviation from the approximate head section location shown on the drawings must be approved by the Contracting Officer or his Authorized Representative prior to placement of the dredge pipe in the disposal area. The Contracting Officer's Representative reserves the right to direct placement of the Contractor's head section or add additional head sections in the disposal area. The Contractor shall coordinate the location of his pipe head section with the Contracting Officer or his Authorized Representative prior to placement of the pipe in disposal area. Dredged material from each channel reach or work area shall be deposited in the designated areas as follows:

Channel Reach	Disposal Area Name/Location
112+500 - 103+000	1-N/2-A Onslow Island (if allowed)
103+000 - 79+600	12-B/12-A Jasper Co., SC
79+600 - 60+000	12-B/12-A Jasper Co., SC
60+000 - 50+000	13-A Jasper Co., SC
50+000 - 40+000	13-A Jasper Co., SC
40+000 - 26+400	14-B Jasper Co., SC
26+4500 - 0+000	Jones/Oysterbed
Port Wentworth Turning Basin	1-N/2-A Onslow Island
Argyle Island Turning Basin	1-N/2-A Onslow Island
Kings Island Turning Basin and Transition	12-B/12-A Jasper Co., SC
Marsh Island Turning Basin	12-B/12-A Jasper Co., SC
Fig Island Turning Basin	12-B/12-A Jasper Co., SC
Rehandling Basin and Oysterbed Island Turning Basin	Jones/Oysterbed
Sediment Basin	12-B/12-A Jasper Co., SC

7.1.1 The Contractor will be given access to disposal areas 12, 13 and 14 through the entrance gate. The Contractor shall be responsible for controlling access through the gate and ensuring that it remains locked at all times. Failure to comply with these requirements will result in loss of access to the site. The key to the gate at disposal area 1-N can be obtained from USFWS, Alan Flock (phone number 912-652-4415), 1000 Business Center, Suite 10. Land access to Disposal Area 2-A is available only by passing through International Paper Company's property. The Contractor shall be responsible for obtaining the necessary permission or easements for equipment and personnel to pass through International Paper Company's property. No Government easement is available across Hutchinson Island for land pipeline.

7.2 Deviation from the use of the disposal area designated in paragraph 7.1 shall not be allowed without written approval from the Contracting Officer or his Authorized Representative. Should the Contractor propose alternate suitable disposal areas, the Contractor shall be responsible for ensuring that no adverse impacts to the project will result from such a deviation. The Contractor shall also be responsible for ensuring that the proposed disposal area has suitable capacity to hold the dredged material, is suitable to meet all water quality requirements, that all necessary permits have been obtained, and that the dikes are suitable and stable to contain the effluent from the dredge. If an impact to the schedule occurs, the Contractor shall dispose any

of the remaining material into the areas as specified in paragraph 7.1. Furthermore, use of the disposal areas other than those specified requires that the Contractor accept complete responsibility for adherence to all applicable environmental regulations involving disposal of dredged material into confined disposal sites. The Contractor shall be responsible for all maintenance and repairs of the dikes around any proposed alternative disposal site.

7.3 The Contractor shall be responsible for continuous surveillance of all pipelines used for transporting dredged material. All pipeline leaks are to be repaired and any damage from the leaks shall be repaired at the Contractor's expense. The Contractor shall survey all submerged pipelines during dredging operations at least twice a week to detect the occurrence of leaks. All surveys shall be plotted and copies submitted to the Contracting Officer or his Authorized Representative within 2 days after performance of the survey.

7.4 Debris Disposal: All debris recovered during the dredging process (i.e., timber, sheet metal, rope, cable, of a nontoxic nature, etc.) shall become the property of the Contractor. The debris shall be unloaded at the disposal ramp at old Screven Ferry Road between disposal areas 12-A and 12-B for inspection. Prior to payment for an acceptance section, the Contractor will be responsible for removing and disposing of debris off site in any state permitted landfill as selected by the Contractor. Disposal of debris will not be permitted on the riverbanks or in navigable waterways. All debris and proposed disposal area locations will be reported in the daily log of operations.

7.5 The Contractor shall be responsible for reasonable care in the use of the disposal area, and for the operations and control of the weirs. Stoplogs for the weirs shall be provided by the Contractor as necessary for his operations. However, adequate stoplogs shall be provided and all flows managed so that all release of effluent can be stopped if required by the Contracting Officer or his Authorized Representative.

7.5.1 All stoplogs shall be of dense select structural southern pine lumber and pressure treated with either Ammoniacal Copper Arsenate (ACA) or Chromated Copper Arsenate (CCA) and shall conform to American Wood Preservers Association (AWPA) Standard C18 (soil contact). A certificate from any approved nationally recognized testing organization, adequately equipped and competent to perform such services, attesting that the lumber is dense select structural southern pine and meets or exceeds the AWPA Standard C18, shall be delivered to the Contracting Officer or his Authorized Representative prior to installing the stoplogs in the spillway's riser structure. In lieu of the aforementioned certificate, as evidence of conformance to this specification, the treated material shall be legibly branded or marked in accordance with the American Wood Preservers Bureau (AWPB) Standard MLP-80. Cut or damaged lumber may be used if acceptable to the Contracting Officer or his Authorized Representative and shall be treated in accordance with AWPA Standard M4.

7.6 For the duration of this contract, the Contractor must maintain 24-hour surveillance over all disposal areas in use during this contract. The Contractor will be required to provide two men per shift to perform this surveillance and ensure that communication with the dredge is maintained at all times. The Contractor will provide a vehicle, other than construction equipment, capable of transporting the dike surveillance crews to perform their mission. Repair and maintenance of pipe ramps shall be the responsibility of the Contractor. The Contractor shall make necessary repairs

to the weirs and outfall pipes in order to contain the dredged material and maintain water quality of the effluent. The Contractor shall be responsible to patrol, maintain and repair any damage to existing weirs and outfall pipes under the dikes.

7.7 Any material that is deposited or allowed to flow elsewhere than in places designated or approved by the Contracting Officer or his Authorized Representative will not be paid for, and the Contractor may be required to remove such misplaced material and deposit it where directed, at his expense. If the misplaced material is subsequently removed and placed in an approved disposal area, payment will be made for the initial dredging in accordance with the SCHEDULE (SECTION 00010).

7.8 Vehicle access must be provided along the top of all the dikes at all times. All pipelines shall be adequately ramped over to provide crossover access. At the completion of dredging, all roads and the tops of dikes shall be left in a smooth and graded condition. All pot holes, ruts, and areas with ponded water which are caused by traffic from the Contractor's personnel and/or equipment shall be repaired. The Contractor shall grade and crown the roads in a manner so as not to leave berms on the shoulders of the road. The Contracting Officer or his Authorized Representative will designate a borrow area if fill material is necessary for road fill. The Contractor shall repair weirs and pipes damaged as a result of his operations.

7.9 Disposal areas 1-N and portions of Jones/Oysterbed are located within the Savannah National Wildlife Refuge. All activity in this area shall conform to the regulations stated in 50 CFR 1, subchapter C.

8. OVERDEPTH AND SIDE SLOPES (JUN 1999 SAV):

8.1 Overdepth: To cover the inaccuracies of the dredging process, material actually removed from within the areas specified in the dredging orders to be dredged to a depth of not more than 2 feet measured vertically below the required depth will be computed and paid for at the contract unit price for Bid Item Nos. 0002 - 0012. The Contractor is not entitled to remove any overdepth material where material above the required depth is not available.

8.2 Side Slopes: Side slope dredging is not required. The Contractor is required to vertically cut the slope to the required depth at the channel toe. Material actually removed from outside the required section, shown on the contract drawings as lying between the vertical cut and maximum pay slope plane (1 vertical on 3 horizontal), will be computed and paid for at the contract unit price for Bid Item Nos. 0002 - 0012. In computing the limiting amount of side slope dredging, an overdepth of 2 feet measured vertically will be used.

8.2.1 The Contractor shall not overswing the toes of the Marsh Island Turning Basin to avoid undercutting existing riprap bank protection. The Contractor shall set sufficient ranges and/or stakes to ensure that he complies with this requirement. Ranges and/or stakes shall be visible at all times while dredging is being performed in Marsh Island Turning Basin.

8.2.2 During a previous maintenance dredging contract, the dredge encountered obstacles in the vicinity of Station 56+985, Station 87+115, and Station 112+375. The Contractor should proceed with caution when dredging in these areas.

8.2.3 The Contractor shall avoid impacts to the wreck of the C.S.S. GEORGIA, Ship Channel Station 58+000 to 59+000 and Sediment Basin Channel Station 0+000 to 0+500, identified as "Wreck Area" on drawing DSH 184/303, Plate E-14. This area is in the vicinity of the Sediment Basin throat on the north side of the Savannah Harbor Ship Channel, across from Fort Jackson.

8.2.4 The Contractor shall avoid impacts to a sunken barge positioned on the northern channel sideslope in the vicinity of Station 82+000. The barge is 32 feet wide by 120 feet long by 8 feet deep and is positioned at an approximate 45-degree angle.

8.2.5 The Contractor shall avoid impacts and not set anchors or spuds in the pipeline areas between Stations 51+600 and 51+300 (top elevation of the pipeline is approximately -50 feet mhw) or between Stations 89+100 and 89+250 (top elevation of the pipeline is approximately -64 feet mhw) as shown on the contract drawings. This may require the Contractor to dredge the shoal by working his dredge facing both upstream and downstream from either side of the pipeline. When dredging near the upstream pipeline, the Contractor shall contact International Paper Company. When dredging near the downstream pipeline, the contractor shall contact Jeff Sheffield, Southern Natural Gas Company at 912-944-3800.

8.2.6 During a previous maintenance dredging contract, the dredge encountered stone along the channel toe on the south quarter of the channel between approximate Station 65+000 to Station 70+000 in the vicinity of Con Bulk Industries. The Contractor should proceed with caution when dredging in this area.

8.2.7 No overswing beyond the north toe will be allowed along Blue Circle Cement Company property between Sta. 78+000 and 78+843. Tolerance is zero.

8.3 Excessive Dredging: Material taken from beyond the limits as described in paragraphs OVERDEPTH AND SIDE SLOPES above will be deducted from the total amount dredged as excessive dredging for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of either paragraphs FINAL EXAMINATION AND ACCEPTANCE or SHOALING of this section.

9. SURVEYS (JUN 1999 SAV):

9.1 Acceptance and final payment for each acceptance section will be based (as described in paragraph MEASUREMENT AND PAYMENT of this section) on Before and After Surveys made by the Government. The Government will make Before and After Surveys only after the Contractor provides the following notices in writing:

(1) Commencement Notice: Fifteen days before dredging is to begin in an acceptance section, the Contractor shall provide to the Contracting Officer or his Authorized Representative written notice of the commencement of dredging. Within 15 days (weather permitting) after receipt of the notice, a Before Survey will be performed for the entire acceptance section by the Government. If the commencement of dredging in the acceptance section is delayed more than 15 days after the date of the Before Survey, the Government will, at the Contractor's request, resurvey the entire acceptance section. Unless the delay is caused by the event(s) described in clause FAR 52.211-12 of SECTION 00800 and clause FAR 52.249-10 of SECTION 00700, the additional survey will be charged to the Contractor at the rate of \$3,200 per survey-crew day required by the Government to mobilize, survey, and demobilize.

(2) Completion Notice: Upon completion of an acceptance section, the Contractor shall provide notice of completion to the Contracting Officer or his Authorized Representative. Within 5 working days (weather permitting) after receipt by the Contracting Officer or his Authorized Representative of the notice, an After Survey will be performed for the entire acceptance section by the Government. Copies of the plotted After Survey will generally be provided to the Contractor within 2 days after the completion of the survey. Additional copies will be furnished on request at the cost of reproduction. The work will be thoroughly examined in accordance with the procedure described in paragraph FINAL EXAMINATION AND ACCEPTANCE of this section.

9.2 Before and After Surveys are made for acceptance and payment purposes only. Other surveys made by the Government as described in SECTION 00800, clause FAR 52.246-12, INSPECTION OF CONSTRUCTION, are for the sole benefit of the Government.

9.3 Dispute of Surveys Performed by the Government: In the event that the Contractor disputes the accuracy of any Government performed survey, the Contractor will immediately notify the Contracting Officer or his Authorized Representative in writing as to the nature of the dispute. If the dispute is such that no agreement can be immediately resolved, the Contractor will submit to the Government the results of a survey performed by the Contractor in the presence of a Government Inspector and without cost to the Government, which substantiates the nature of the dispute. Where applicable, any or all of the following will be submitted with the Contractor performed survey:

- (1) Method of horizontal positioning.
- (2) Method of depth sounding.
- (3) Date, time, and stage of tide.
- (4) Water surface conditions.
- (5) A map showing the reduced depth soundings.
- (6) Plotted cross sections at a scale of 1 inch equals 50 feet horizontal and 1 inch equals 10 feet vertical of the Contractor-performed survey compared with the disputed Government-performed survey.
- (7) A map showing areas worked by the dredge plant.
- (8) Survey data in ASCII format on 3.5 inch double sided, high density disks. This data should be in the form of x-coordinate, y-coordinate, reduced depth sounding, in column format and separated by spaces. Each survey line should be separated by a header showing station number and number of points on that survey line.

10. ESTIMATED QUANTITIES (JUN 1999 SAV):

10.1 Dredging: The contract drawings should be considered for information purposes only. The following estimated quantities are available for Bid Items No. 0002 - 0012, Maintenance Dredging.

ESTIMATED DREDGING QUANTITIES

*2

Bid Item	Location Stations (1,000 Ft.)	Req'd Depth (FT,MLW)	Dredging to Req'd Depth (CY)	**Allow Over-Depth (CY)	***Side Slopes (CY)	Anti-cipated Shoaling (CY)	****Total Dredging Available (CY)
<u>Savannah Harbor</u>							
0+000 - 112+500							
0002	112+500-103+000	-32.0/-38.0					
	111+000-110+000	-32.0	22,400	13,900	13,000	4,800	54,100
0003	103+000 -79+600	-42.0/-44.0					
	92+500 - 88+250	-44.0					111,500
	87+500 - 86+000	-44.0	14,600	12,300	7,100	1,100	35,100
0004	KITB	-50.0					895,000
0005	MITB	-34.0					30,000
0006	79+600 - 60+000	-44.0/-46.0					
	79+000 - 76+500	-44.0	23,800	17,200	14,900	3,000	58,900
	73+000 - 70+000	-44.0	38,900	17,400	16,400	54,700	127,400
	70+000 - 66+000	-46.0				108,500	108,500
	63+000 - 60+000	-46.0	74,400	46,600	36,700	20,200	177,900
0007	FITB	-38.0					88,000
0008	60+000 - 50+000*	-46.0					
	60+000 - 59+500	-46.0	14,300	10,600	9,200	4,900	39,000
	52+500 - 51+500	-46.0	19,100	12,800	5,500	5,300	42,700
0009	50+000 - 40+000	-46.0					
	50+000 - 46+000	-46.0	75,800	59,600	72,000	10,900	218,300
	43+500 - 41+500	-46.0	52,700	35,500	19,900	6,600	114,700
0010	40+000 - 26+500	-46.0/-48.0					
	38+000 - 35+000	-46.0/ -48.0	54,000	42,900	9,300	13,500	119,700
	28+500 - 26+500	-46.0	62,200	65,100	13,600	10,800	151,700
0011	26+500 - 0+000	-46.0/-44.0					
	7+000 - 4+500	-44.0	34,700	25,700	9,000	6,600	76,000
<u>Sediment Basin</u>							
0012	0+500 - 13+300	-38.0/-40.0					1,500,000

* No dredging is allowed between Stations 58+000 and 59+000

**Allowable overdepth is calculated using a vertical sideslope. 85% of allowable overdepth quantity is included in Bid Items 0002 through 00012, SECTION 00010..

***50% of side slope quantity available is included in Bid Items 0002 through 00012, SECTION 00010.

****NOTE: This quantity includes required dredging plus shoaling anticipated to occur between the time of the examination survey and before dredging surveys plus 100 percent of the overdepth and side slopes available for dredging. If quantity for reach listed only in Total Dredging Available column, then the quantity is based on a historical average for that reach.

11. OMITTED

12. COMMUNICATIONS (JUN 1999 SAV): All dredges shall be equipped with a bridge-to-bridge radio-telephone capable of operation from its main control station and capable of transmitting and receiving on the frequency or frequencies within the 156-162 Mega-Hertz bank using the classes of emissions designated by the Federal Communications Commission for the exchange of navigational information and to provide for maximum safety of operations. Final acceptance of the plant will not be made until the radio-telephone is installed and in good working order. The Contractor shall be responsible for installing and maintaining the radio. A cellular telephone must be provided by the Contractor for communication between the dredge and the District Office.

13. WATER QUALITY SURVEILLANCE (JUN 1999 SAV):

13.1 General: In concert with SECTION 01502, paragraph CONTRACTOR QUALITY CONTROL, the Contractor shall provide for surveillance of the quality of the water discharged from the disposal area.

13.2 All weir discharges must comply with state water quality standards. If water quality monitoring performed by either the Contractor or the Government show that any of the standards for water quality have been violated, then the Contractor shall be required to modify his operations to meet the water quality standards. The modifications could include raising the elevation of the weir boards or decreasing the operating time of the dredge.

13.3 Quality Control Surveillance by the Contractor: The Contractor's quality control system shall be responsible for ensuring effluent total suspended solids levels less than 500 milligrams per liter at all times. Quality control personnel shall analyze, on the work site at least every 24 hours, the effluent for total suspended solids. A calibrated standard may be used for on site determinations. The Contractor's procedure for evaluating suspended solids levels must be approved by the Government prior to initiation of dredging. If a test for suspended solids indicates concentrations equal to or greater than 500 milligrams per liter, the Contractor shall be required to modify his operations as necessary to achieve proper effluent quality. The modifications could include, but not be limited to, raising the elevation of the weir stoplogs or changing the dredge's pumping rates or operating time. Each test shall be conducted as follows:

13.3.1 One sample shall be taken of the discharge from each operating weir outfall pipe.

13.3.2 The following information shall be recorded on the Contractor's Quality Control Report at each sampling:

- (1) Date, time and location of sampling (to be labeled on each sample).
- (2) Depth of flow over each weir crest.
- (3) Ponding depth at each weir.
- (4) Weir crest elevation of each weir.

13.3.3 Without undue delay after the sample is gathered, the sample shall be analyzed on the work site for total suspended solids (mg/l). Upon completion of the analysis, the Contracting Officer or his Authorized Representative shall be notified of the test results. The test results and that information described in paragraph 13.2.2 above shall be recorded on the Daily Contractor Quality Control Report.

13.4 Throughout the contract, the Government will perform water quality sampling and testing of all operating outfall pipes and in the river in the vicinity of the dredging activity.

13.5 The standard criteria in the State of Georgia for dissolved oxygen are minimum instantaneous and apply throughout the water column. The dissolved oxygen values in the State of South Carolina can be averaged, but no one value can be lower than 4.0 mg/l. The standards are as follows:

State	Parameter	Standard	Month
Georgia	dissolved oxygen	3.0 mg/l	Jun - Oct
Georgia	dissolved oxygen	3.5 mg/l	May and Nov
Georgia	dissolved oxygen	4.0 mg/l	Dec - Apr
Georgia	pH	6.0 - 8.5	All year
South Carolina	dissolved oxygen	daily avg. of 5.0 mg/l with minimum of 4.0 mg/l	All year
South Carolina	pH	6.0 - 8.5	All year

13.6 All weir discharges must comply with state water quality standards. If water quality monitoring performed by either the Contractor or the Government show that any of the standards for water quality have been violated, then the Contractor shall be required to modify his operations to meet the water quality standards. The modifications could include raising the elevation of the weir boards or decreasing the operating time of the dredge.

14. MEASUREMENT AND PAYMENT (JUN 1999 SAV):

14.1 Measurement:

14.1.1 The total amount of material removed and to be paid for under the contract by production dredging will be measured by the cubic yard in situ by computing the volume between the bottom surface shown by soundings of the Before Dredging Survey and the bottom surface shown by the soundings of the After Dredging Survey made as soon as practicable after the work has been completed, less any deductions that may be required for excessive dredging, as described in paragraph OVERDEPTH AND SIDE SLOPES, and misplaced material, as described in paragraph DISPOSAL AREA OPERATIONS. Payment for work under station dredging (payment by lineal feet of ½ channel advance of the dredge) will be made after the bottom surface shown by soundings of the After Dredging

Survey indicates that material has been removed to the required depth and that requirements in paragraph DISPOSAL AREA OPERATIONS have been met.

14.1.2 The maps and/or drawings already prepared (clause CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DFARS 252.236-7001) of SECTION 00700) are believed to represent accurately conditions existing at the time surveyed, but the depths shown thereon will be verified and corrected by soundings taken within 14 days before dredging. Determination of quantities removed and the deductions made therefrom to determine quantities by place measurement to be paid for in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

14.1.3 Soundings for all dredging surveys under this contract will be obtained by the use of a dual frequency marine depth recorder. In areas where double bottom (fluff) conditions are encountered, the 28 khz echo will be used for quality assurance and yardage calculations.

14.2 Payment:

14.2.1 Payment for all mobilization and demobilization (Bid Item No. 0001) will be lump sum and will be made in accordance with SECTION 00700, clause DFARS 52.236-7004, PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

*2

14.2.2 Dredging: Final payment for dredging will be at the bid unit price and based on quantities computed as described above. For reaches where more than one disposal area is designated, the Contractor will bear any additional pumping cost if the Contracting Officer or his authorized representative determines material must be placed in the more distant disposal area.

14.2.2.1 Monthly partial payments for completed dredging of acceptance sections for Bid Item No. 0002 - 0012AB, Maintenance Dredging, will be based on quantities determined by soundings and/or sweepings taken behind the dredge or dredge plant and from data furnished on the Contractor's Daily Report of Operations.

15. CONTINUITY OF WORK (JUN 1999 SAV): No payment will be made for work done in any area designated by the Contracting Officer or his Authorized Representative until the full depth required under the contract is secured in the whole of such area, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer or his Authorized Representative. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the ranges or gages cannot be seen or properly followed or the dredge not positioned properly if electronic positioning systems are used.

16. INSPECTION SUPPORT (JUN 1999 SAV): The Contractor shall furnish, on request of the Contracting Officer or his Authorized Representative or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging and/or floating plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in paragraph FINAL EXAMINATION AND ACCEPTANCE. The Contractor shall also furnish, on the request of the Contracting Officer or his Authorized Representative or any inspector, suitable transportation from all points on shore designated by the Contracting

Officer or his Authorized Representative to and from the various pieces of plant, and to and from the disposal sites. Should the Contractor refuse, neglect or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer or his Authorized Representative and the cost thereof will be deducted from any amounts due or to become due the Contractor.

17. FINAL EXAMINATION AND ACCEPTANCE (JUN 1999 SAV):

17.1 As soon as practicable, but not more than 5 working days after the completion of dredging an entire acceptance section as in the opinion of the Contracting Officer or his Authorized Representative will not be subject to damage by further operation under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or sweeping, or both, as determined by the Contracting Officer or his Authorized Representative. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer or his Authorized Representative. The Contractor or his Authorized Representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent soundings or sweeping operations will be charged against the Contractor at a rate of \$3,200 per day for each day in which the Government plant is engaged in sounding or sweeping and/or is in route to or from the site or held at or near the said site for such operations.

17.2 Final acceptance of the whole or a part of the work and deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

18. SHOALING (JUN 1999 SAV): If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel because of the natural lowering of the side slopes, redredging at the contract price, within the limit of available funds, may be performed if agreeable to both the Contractor and the Contracting Officer or his Authorized Representative. Payment will be by production or station dredging depending on the nature of the shoal as defined by paragraph 1.1.

19. ACCOMMODATIONS AND MEALS FOR INSPECTORS (JUN 1999 SAV):

19.1 The Contractor shall furnish regularly to inspectors on board the dredge or other craft upon which they are employed a suitable separate room for an office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer or his Authorized Representative; it shall be properly heated, ventilated, lighted, have appropriate AC power with surge protectors suitable for personal computer use, and shall have a desk which can be locked, a chair for each inspector, and washing conveniences. The entire cost to the Contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above

will be secured by the Contracting Officer or his Authorized Representative, and the cost thereof will be deducted from payments to the Contractor.

19.2 If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit work on official business, meals of a quality satisfactory to the Contracting Officer or his Authorized Representative.

20. PROGRESS CHART (JUN 1999 SAV): In accordance with the clause SCHEDULES FOR CONSTRUCTION (FAR 52.236-15) in SECTION 00700, the Contractor shall complete and submit for approval a progress chart prepared on Form ENG 2454 (See ATTACHMENT 1 to SECTION 00800). This chart shall reflect each bid item from the bid schedule. The Contractor shall submit an updated chart reflecting progress to date with each request for a progress payment.

21. LEVER ROOM LOG (JUN 1999 SAV): The Contractor will maintain a daily lever room log and provide a copy of the log to the Contracting Officer or his Authorized Representative at the end of each day. This log will include the following for each shutdown: date, shutdown time, reason for shutdown, and startup time. The Contractor shall indicate on the lever room log, the category of non-effective time to which each stop is attributed. The daily dredging report should reflect the same categories and times.

22. PROPER DISPOSAL OF TRASH AND DEBRIS: During the course of this contract, the Contractor will be required to maintain his work area, including all dredged material placement areas, access roads, loading and parking areas, mooring areas, pipe routes and pipe ramps, free of trash and debris. All trash and debris will be disposed of properly and in an environmentally sound manner, in accordance with all applicable Federal, State, county, and municipal laws for solid waste disposal, at the expense of the Contractor. Inspections will be made to assure compliance with this requirement. Prior to final payment under this contract, the Contractor will be responsible for removing all equipment and materials, including all trash and debris, from all work areas.

23. GOVERNMENT PRIORITY: The Government dredge may be released to dredge for private concerns on a case-by-case basis. The priority use of the dredge will remain Government dredging and the priority use of the disposal areas will be for placement of material dredged under the Government contract. Conditions for release are:

a. The Government will decide when the dredge will be released to dredge for private concerns and for what time duration the dredge will be released. The dredge will not be released until the dock owner provides a written request for release and has met the terms of the special conditions of the Corps of Engineers and the State Water Quality Permit.

b. The agreement to dredge in front of a dock is a separate contract between the Contractor and the private concern. The Government is not part of the agreement. No Government personnel will be aboard the dredge in an official capacity when the dredge is conducting private dredging.

c. Dredging must be conducted in such a manner that operational depths in the Federal channels are not adversely impacted.

d. Government release of the dredge is not guaranteed, even if scheduled. Government scheduling changes or recall of the dredge of other Government priority work will take precedence over private concern dredging.

e. The time period of release of the dredge for the private concern dredging will not be cause for extension of the completion date.

f. Contractor equipment breakdown while conducting private concern dredging will not relieve the Contractor of the requirement of completing the Government dredging on schedule.

24. MAN-HOUR REPORT (APR 1996 SAS): The Contractor will maintain a monthly man-hour report. This report will be provided to the Contracting Officer or his Authorized Representative on the first working day of each month, and will show the total number of man-hours worked the previous month.

--End of Section--

SECTION 02112

ENVIRONMENTAL PROTECTION

1. SCOPE: This section covers prevention of environmental pollution and protection of endangered species. It is the responsibility of the Contractor to investigate and comply with all Federal, State, county and municipal laws concerning pollution of air and water, and protection of health, shellfish, fish, and wildlife.

2. GENERAL:

2.1 The Contractor shall provide sufficient safeguard to prevent pollution to the waterways by spillage of waste or paints, fuels, oils, bitumens, calcium chloride, insecticides, herbicides, or other similar materials harmful to fish, shellfish, or wildlife.

2.2. All vessels associated with the project shall operate at "no wake" speed at all times while in shallow waters or channels where the draft of the boat provides less than 4 feet clearance of the bottom. Boats used to transport personnel will be shallow-draft vessels, preferably of the light-displacement category, where navigation safety permits. Vessels transporting personnel between the landing and work site shall follow routes of deep water to the extent possible. Designated endangered species watchers shall be posted in each boat. The Contractor shall be held responsible for any endangered species harmed, harassed, or killed as a result of the construction of the project. All construction activities in open water will cease upon sighting of manatees within 100 yards of the project area. Construction activities will not resume until the manatee has not been seen in the project area for at least 30 minutes. The Contractor shall keep a log detailing all sightings, collisions, damage, or killing of endangered species which have occurred during construction. Any collision with an endangered species shall be reported immediately to the Corps of Engineers' Contracting Officer or his Authorized Representative (912) 652-5064, to the Charleston Ecological Services Office of the Fish and Wildlife Service (803) 724-4707, and to the Georgia Department of Natural Resources (weekdays 8:00 a.m. - 4:30 p.m. (912) 264-7218 or 1-800-272-8363; nights and weekends 1-800-241-4113. Within 15 calendar days of project completion, the Contractor shall submit a report summarizing the above incidents to the U.S. Army Engineer District, Savannah, Navigation Management Branch, Dredging Section, Attn: CESAS-OP-NN (Lanier), P.O. Box 889, Savannah, Georgia 31402-0889. All reports shall be signed by the Contractor or his representative and shall include the name of the person making the sighting.

2.3 Endangered Species: Sea turtles and Florida manatees have been sighted in the general vicinity of the project. The Contractor shall maintain a special watch for the duration of this contract for these animals and any sightings shall be reported to the Contracting Officer or his Authorized Representative. All precautions shall be taken to avoid damage to manatees, any other endangered species encountered, and all other wildlife onsite.

2.4 During periods when dissolved oxygen in the Savannah River or Back River is below 3.0 mg/l, the Contractor must consult with the Contracting Officer or his Authorized Representative to determine if dredging operations can be continued. Without prior approval, no dredging will be allowed in the Savannah River or Back River between July 1 and September 30 if dissolved oxygen levels are below 3.0 mg/l.

2.5 No dredging will be allowed above Savannah River mile 12 (Savannah Harbor Station 63+250) from 16 March to 31 May to allow for striped bass spawning.

3. ENDANGERED SPECIES WATCH PLAN: A watch plan (see sample, ATTACHMENT 1 to SECTION 00800) that is adequate to protect endangered species from the impacts of dredging and associated operations must be approved by the Contracting Officer or his Authorized Representative before the commencement of any dredging activities. The watch plan shall be for the entire period of dredging and shall include the following:

- (A) Watch plan coordinator's name.
- (B) Names and qualifications of designated observers.
- (C) Name(s) of the person(s) responsible for reporting sightings.

3.1 This watch plan shall be submitted to the Contracting Officer or his Authorized Representative 7 days prior to the preconstruction conference.

4. OMITTED.

5. TRAINING: The Contractor shall be required to monitor and instruct all personnel associated with the dredging/construction of the project about the possible presence of endangered species in the area and the need to avoid collisions. The Contractor shall brief his personnel concerning the civil and criminal penalties for harming, harassing or killing species that are protected under the Endangered Species Act of 1973 and the Marine Mammal Protection Act of 1972.

6. OMITTED

7. MANATEES: A report summarizing manatee incidents will be provided to the U.S. Fish and Wildlife Service, Division of Ecological Services, P.O. Box 12559, Charleston, South Carolina 29412; and to the U.S. Army Engineer District, Savannah, Navigation Section, Attn: CESAS-OP-NN (Lanier), P.O. Box 889, Savannah, Georgia 31402-0889.

8. MIGRATORY BIRDS: All disposal area operations must be conducted in compliance with the Migratory Bird Treaty Act. Under the Migratory Bird Treaty Act, the contractor made be held liable for harm to nesting migratory birds, including their nests, eggs, and young. Prior to the initiation of disposal operations, the Government will inspect the disposal area to be used to identify any sites which should not be disturbed by disposal operations. During performance of the contract, the Contractor must obtain approval from the Government to impact any identified sites prior to conducting such activities.

9. FISH/SHELLFISH: Should large number of fish or other aquatic organisms be dredged up and discharged into a confined disposal area, the Contractor will immediately notify the Contracting Officer or his Authorized Representative.

*2 Maintenance Dredging, Savannah Harbor, Station
0+000-112+500 and Sediment Basin, Station 0+000-13+300

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10. PAYMENT: No separate payment or direct payment will be made for the cost of work covered under this section, and such work will be considered as a subsidiary obligation of the Contractor.

--End of Section--