

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 19-Aug-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, JACKSONVILLE PRUDENTIAL OFFICE BLDG 701 SAN MARCO BLVD ATTN: CESAJ-CT JACKSONVILLE FL 32207-8175	CODE W912EP	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DACW17-03-R-0016	
			X	9B. DATED (SEE ITEM 11) 26-Jul-2004	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) MAINTENANCE DREDGING, 36, 42, AND 44-FOOT PROJECT, CUT 1 THROUGH MAIN TURNING BASIN; CONSTRUCTION DREDGING, 42-FOOT PROJECT, FISHERMAN CHANNEL THROUGH LUMMUS TURNING BASIN, MIAMI HARBOR, DADE COUNTY, FLORIDA. THE DATE SET FOR RECEIPT OF OFFERS IS HEREBY CHANGED TO 10 SEPTEMBER 2004 AT 4:00 P.M. SEE PAGE 2 FOR CONTINUATION OF BLOCK 14.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		18-Aug-2004	

SF 30 CONTINUATION SHEET

1. SPECIFICATIONS:

A. Revision to Section 00100A and 00700 are shown in ***bold italics***. All other text changes have been updated with additions noted with underlined text and deletions noted with line/cross-outs, and pertain only to changes made by this amendment.

B. The text changes may have necessitated reformatting of subsequent text or pages. If this is the case, those pages have also been issued as amended pages but are not marked with underlined text and line/cross-outs.

STANDARD FORM 1442: **Delete** SF 1442 and **replace** with attached revised SF 1442.

SECTION 00010A LINE ITEMS AND PRICING SCHEDULE: **Delete** Section 00010A and **replace** with attached revised Section 00010A.

SECTION 00100A INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS: **Delete** pages 00100A-2, 00100A-3, 00100A-13 and 00100A-15 and **replace** with attached revised pages 00100A-2, 00100A-3, 00100A-13 and 00100A-15.

SECTION 00700 CONTRACT CLAUSES: **Delete** pages 00700-13 and 00700-18 and **replace** with attached revised pages 00700-13 and 00700-18.

SECTION 00800A WAGE DETERMINATIONS AND OTHER ATTACHMENTS: **Add** attached Section 00800A.

SECTION 01110 SUMMARY OF WORK: **Delete** page 01110-3 and **replace** with attached revised page 01110-3.

SECTION 01270 MEASUREMENT AND PAYMENT: **Delete** pages 01270-4 through 01270-6 and **replace** with attached revised pages 01270-4 through 01270-7.

SECTION 01355 ENVIRONMENTAL PROTECTION: **Delete** Section 01355 and **replace** with attached revised Section 01355.

SECTION 01411 TURBIDITY MONITORING: **Delete** pages 01411-3 through 01411-5 and **replace** with attached revised pages 01411-3 through 01411-5.

SECTION 01525 GENERAL SAFETY REQUIREMENTS: **Delete** page 01525-14 and **replace** with attached revised page 01525-14.

SECTION 02325 DREDGING: **Delete** page 02325-4 and **replace** with attached revised page 02325-4.

2. DRAWINGS:

There are no changes to the drawings.

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 26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c)(5) 41 U.S.C. 253(c)

26. ADMINISTERED BY CODE K3M0j00
SOUTH FLORIDA AREA OFFICE
SUITE 203
4400 PGA BOULEVARD
PALM BEACH, FL 33410
PH: (561) 626-5299

27. PAYMENT WILL BE MADE BY CODE t0b0200
USACE FINANCE CENTER
5722 INTEGRITY DRIVE
ATTN: CEFC-AO-P
MILLINGTON, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, 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 *(Type or print)*

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

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

LINE ITEMS AND PRICING SCHEDULE

MAINTENANCE DREDGING, 36-, 42- AND 44-FOOT PROJECT
 CUT-1 THROUGH MAIN TURNING BASIN
 CONSTRUCTION DREDGING
 FISHERMAN CHANNEL THROUGH LUMMUS TURNING BASIN
 MIAMI HARBOR, MIAMI, DADE COUNTY, FLORIDA

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<u>BASE: CONSTRUCTION DREDGING</u>					
0001	MOBILIZATION AND DEMOBILIZATION (SEE SECTION 00700)	1	JOB	LUMP SUM	\$ _____
0002	CONSTRUCTION DREDGING: FISHERMAN CHANNEL THRU LUMMUS TURNING BASIN				
0002AA	EXCAVATION, UNCLASSIFIED : FISHERMAN CHANNEL THRU LUMMUS TURNING BASIN (ESTIMATED QUANTITY) (SEE SECTION 02325: DREDGING)	1,107,000	CUBIC YARD	\$ _____	\$ _____
0002AB	ENDANGERED SPECIES MONITORING (HOPPER DREDGES ONLY) (SEE SECTION 01355: ENVIRONMENTAL PROTECTION)	1	JOB	LUMP SUM	\$ _____
0002AC	TURBIDITY AND PLACEMENT MONITORING (SEE SECTION 01411: TURBIDITY AND PLACEMENT MONITORING)	1	JOB	LUMP SUM	\$ _____
0002AD	CONSTRUCTION/VIBRATION CONTROLS AND MONITORING (SEE SECTION 01525: GENERAL SAFETY REQUIREMENTS)	1	JOB	LUMP SUM	\$ _____
0002AE	DRILLING AND BLASTING OPERATIONS FISHERMAN CHANNEL THRU LUMMUS TURNING BASIN (ESTIMATED QUANTITY) (SEE SECTION 01525: GENERAL SAFETY REQUIREMENTS)	1,107,000	CUBIC YARD	\$ _____	\$ _____
0002AF	MARINE MAMMAL/TURTLE WATCH PLAN OPERATION (IF REQUIRED) (SEE SECTION 01355: ENVIRONMENTAL PROTECTION AND SECTION 01525: GENERAL SAFETY REQUIREMENTS)	1	JOB	LUMP SUM	\$ _____
	TOTAL BASE OFFER (LINE ITEMS 0001 THROUGH 0002AF)				\$ _____
0003	OPTION 1: MAINTENANCE DREDGING CUT-3 THRU MAIN TURNING BASIN				
0003AA	MOBILIZATION AND DEMOBILIZATION (SEE SECTION 00700)	1	JOB	LUMP SUM	\$ _____
0003AB	EXCAVATION, UNCLASSIFIED: CUT-3 THRU MAIN TURNING BASIN (ESTIMATED QUANTITY) (SEE SECTION 02325: DREDGING)	210,000	CUBIC YARD	\$ _____	\$ _____

LINE ITEMS AND PRICING SCHEDULE

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0003AC	ENDANGERED SPECIES MONITORING (HOPPER DREDGES ONLY) (SEE SECTION 01355: ENVIRONMENTAL PROTECTION)	1	JOB	LUMP SUM	\$ _____
0003AD	TURBIDITY AND PLACEMENT MONITORING (SEE SECTION 01411: TURBIDITY AND PLACEMENT MONITORING)	1	JOB	LUMP SUM	\$ _____
TOTAL OPTION 1 (LINE ITEMS 0003AA THROUGH 0003AD)					\$ _____
TOTAL OFFER (INCLUDES BASE + OPTION 1)					\$ _____
0004	OPTION 2: CONSTRUCTION DREDGING FISHERMAN CHANNEL AND LUMMUS ISLAND TURNING BASIN BERTHING AREAS				
0004AA	EXCAVATION, UNCLASSIFIED: FISHERMAN CHANNEL AND LUMMUS TURNING BASIN BERTHING AREAS (ESTIMATED QUANTITY) (SEE SECTION 02325: DREDGING)	194,000	CUBIC YARD	\$ _____	\$ _____
0004AB	ENDANGERED SPECIES MONITORING (HOPPER DREDGES ONLY) (SEE SECTION 01355: ENVIRONMENTAL PROTECTION)	1	JOB	LUMP SUM	\$ _____
0004AC	TURBIDITY AND PLACEMENT MONITORING (SEE SECTION 01411: TURBIDITY AND PLACEMENT MONITORING)	1	JOB	LUMP SUM	\$ _____
0004AD	CONSTRUCTION/VIBRATION CONTROLS AND MONITORING (SEE SECTION 02325: DREDGING)	1	JOB	LUMP SUM	\$ _____
0004AE	DRILLING AND BLASTING OPERATIONS FISHERMAN CHANNEL BERTHING AREA (ESTIMATED QUANTITY) (SEE SECTION 01525: GENERAL SAFETY REQUIREMENTS)	194,000	CUBIC YARD	\$ _____	\$ _____
0004AF	MARINE MAMMAL/TURTLE WATCH PLAN OPERATION (IF REQUIRED) (SEE SECTION 01355: ENVIRONMENTAL PROTECTION AND SECTION 01525: GENERAL SAFETY REQUIREMENTS)	1	JOB	LUMP SUM	\$ _____
TOTAL OPTION 2 (LINE ITEMS 0004AA THROUGH 0004AF)					\$ _____
TOTAL OFFER (INCLUDES BASE + OPTION 1 + OPTION 2)					\$ _____
0005	OPTION 3: CONSTRUCTION DREDGING DODGE ISLAND BERTHING AREA				
0005AA	EXCAVATION, UNCLASSIFIED: DODGE ISLAND BERTHING AREA (ESTIMATED QUANTITY) (SEE SECTION 02325: DREDGING)	5,000	CUBIC YARD	\$ _____	\$ _____

LINE ITEMS AND PRICING SCHEDULE

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0005AB	ENDANGERED SPECIES MONITORING (HOPPER DREDGES ONLY) (SEE SECTION 01355: ENVIRONMENTAL PROTECTION)	1	JOB	LUMP SUM	\$ _____
0005AC	TURBIDITY AND PLACEMENT MONITORING (SEE SECTION 01411: TURBIDITY AND PLACEMENT MONITORING)	1	JOB	LUMP SUM	\$ _____
0005AD	CONSTRUCTION/VIBRATION CONTROLS AND MONITORING (SEE SECTION 02325: DREDGING)	1	JOB	LUMP SUM	\$ _____
0005AE	DRILLING AND BLASTING OPERATIONS DODGE ISLAND BERTHING AREA (ESTIMATED QUANTITY) (SEE SECTION 01525: GENERAL SAFETY REQUIREMENTS)	5,000	CUBIC YARD	\$ _____	\$ _____
0005AF	MARINE MAMMAL/TURTLE WATCH PLAN OPERATION (IF REQUIRED) (SEE SECTION 01355: ENVIRONMENTAL PROTECTION AND SECTION 01525: GENERAL SAFETY REQUIREMENTS)	1	JOB	LUMP SUM	\$ _____
TOTAL OPTION 3 (LINE ITEMS 0005AA THROUGH 0005AF)					\$ _____
TOTAL OFFER (INCLUDES BASE + OPTION 1 + OPTION 2 + OPTION 3)					\$ _____
0006	OPTION 4: MAINTENANCE DREDGE				
0006AA	MOBILIZATION AND DEMOBILIZATION (SEE SECTION 00700)	1	JOB	LUMP SUM	\$ _____
0006AB	EXCAVATION, UNCLASSIFIED CUT-1 AND CUT-2 (ESTIMATED QUANTITY) (SEE SECTION 02325: DREDGING)	22,000	CUBIC YARD	\$ _____	\$ _____
0006AC	ENDANGERED SPECIES MONITORING (HOPPER DREDGES ONLY) (SEE SECTION 01355: ENVIRONMENTAL PROTECTION)	1	JOB	LUMP SUM	\$ _____
0006AD	TURBIDITY MONITORING (SEE SECTION 01411: TURBIDITY AND PLACEMENT MONITORING)	1	JOB	LUMP SUM	\$ _____
TOTAL OPTION 4 (LINE ITEMS 0006AA THROUGH 0006AD)					\$ _____
TOTAL OFFER (INCLUDES BASE + OPTION 1 + OPTION 2 + OPTION 3 + OPTION 4)					\$ _____
0007	OPTION 5: MAINTENANCE DREDGE PORT BERTHS (SEE NOTE 5)				
0007AA	MOBILIZATION AND DEMOBILIZATION (SEE SECTION 00700)	1	JOB	LUMP SUM	\$ _____

LINE ITEMS AND PRICING SCHEDULE

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0007AB	EXCAVATION, UNCLASSIFIED PORT BERTHS (ESTIMATED QUANTITY) (SEE SECTION 02325: DREDGING)	43,000	CUBIC YARD	\$ _____	\$ _____
0007AC	ENDANGERED SPECIES MONITORING (HOPPER DREDGES ONLY) (SEE SECTION 01355: ENVIRONMENTAL PROTECTION)	1	JOB	LUMP SUM	\$ _____
0007AD	TURBIDITY MONITORING (SEE SECTION 01411: TURBIDITY AND PLACEMENT MONITORING)	1	JOB	LUMP SUM	\$ _____
TOTAL OPTION 5 (LINE ITEMS 0007AA THROUGH 0007AD)					\$ _____
<u>0008</u>	<u>INTERIM DEMOBILIZATION AND REMOBILIZATION</u> (SEE NOTE 5)				
<u>0008AA</u>	<u>FISCAL YEAR 2005 DEMOBILIZATION</u>	<u>1</u>	<u>JOB</u>	<u>LUMP SUM</u>	<u>\$ _____</u>
<u>0008AB</u>	<u>FISCAL YEAR 2006 REMOBILIZATION</u>	<u>1</u>	<u>JOB</u>	<u>LUMP SUM</u>	<u>\$ _____</u>
<u>0008AC</u>	<u>FISCAL YEAR 2006 DEMOBILIZATION</u>	<u>1</u>	<u>JOB</u>	<u>LUMP SUM</u>	<u>\$ _____</u>
<u>0008AD</u>	<u>FISCAL YEAR 2007 REMOBILIZATION</u>	<u>1</u>	<u>JOB</u>	<u>LUMP SUM</u>	<u>\$ _____</u>
<u>0008AE</u>	<u>FISCAL YEAR 2007 DEMOBILIZATION</u>	<u>1</u>	<u>JOB</u>	<u>LUMP SUM</u>	<u>\$ _____</u>
<u>0008AF</u>	<u>FISCAL YEAR 2008 REMOBILIZATION</u>	<u>1</u>	<u>JOB</u>	<u>LUMP SUM</u>	<u>\$ _____</u>
TOTAL OFFER (INCLUDES BASE + OPTION 1 + OPTION 2 + OPTION 3 + OPTION 4 + OPTION 5 + LINE ITEM 0008)					\$ _____

NOTES:

(1) OFFERS MUST PROVIDE AN OFFER ON ALL LINE ITEMS. SEE PROVISION AT 52.236-28 (SECTION 00100).

(2) OFFERORS SHOULD EXPECT SEA CONDITIONS WITH WAVES 3 FEET OR GREATER IN HEIGHT AND OCEAN CURRENTS OF 3 KNOTS. ONLY COAST GUARD CERTIFIED VESSELS WILL BE ALLOWED TO WORK ON THIS PROJECT.

(3) SEE SECTION 00100, "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS."

~~(4) THE GOVERNMENT RESERVES THE RIGHT TO EXERCISE OPTIONAL ITEM(S) ANYTIME PRIOR TO DEMOBILIZATION OF EQUIPMENT. SEE CLAUSE 52.211-7 (SECTION 00700).~~
EXERCISE OF OPTIONS IS DEPENDENT UPON AVAILABILITY OF FUNDS FROM YEAR TO YEAR. THE GOVERNMENT EXPECTS THAT, BECAUSE OF THE UNCERTAINTY ASSOCIATED WITH FUNDING, IT MAY TAKE AS LONG AS FOUR YEARS TO COMPLETE THE PROJECT. THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO EXERCISE OPTIONS, IN ANY SEQUENCE DEEMED TO BE IN THE GOVERNMENT'S BEST INTEREST, AT ANY TIME UNTIL 30 SEPTEMBER 2008. IF AN OPTION IS EXERCISED WHILE THE CONTRACTOR IS MOBILIZED TO PERFORM WORK THAT HAS ALREADY BEEN ORDERED (E.G., THE BASE WORK OR A PREVIOUSLY EXERCISED OPTION), THE CONTRACTOR SHALL CONTINUE PERFORMANCE UNTIL ALL ORDERED WORK IS COMPLETED. IF AN OPTION IS EXERCISED WHILE THE CONTRACTOR IS DEMOBILIZED

LINE ITEMS AND PRICING SCHEDULE

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
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FROM THE SITE. THE CONTRACTOR SHALL BE ENTITLED TO UP TO 60 CALENDAR DAYS FROM THE DATE THE OPTION IS EXERCISED TO COMMENCE DREDGING.

(5) PAYMENTS WILL BE MADE UNDER CLIN 0008 ONLY IN THE EVENT (i) FUNDING IS EXHAUSTED PRIOR TO COMPLETION OF THE BASE WORK OR ANY CURRENTLY EXERCISED OPTIONS AND (ii) THE CONTRACTOR ELECTS TO STOP WROK UNTIL ADDITIONAL FUNDS ARE MADE AVAILABLE. THE AMOUNT TO BE PAID FOR EACH EXHAUSTION OF FUNDS SHALL BE LIMITED TO THE LEAST OF: (a) THE ACTUAL COSTS INCURRED FOR DEMOBILIZATION AND REMOBILIZATION; (b) THE AMOUNT INCLUDED IN THE CONTRACT PRICING SCHEDULE FOR THE APPLICABLE SUBCLIN; OR © A REASONABLE DAILY STANDBY RATE FOR THE PERIOD THAT FUNDS ARE NOT AVAILABLE. (EACH PERIOD OF FUNDS NON-AVAILABILITY SHALL BEGIN THE DAY AFTER THE CONTRACTOR CEASES DREDGING AND END ON THE DATE THE GOVERNMENT NOTIFIES THE CONTRACTOR THAT ADDITIONAL FUNDING IS AVAILABLE.) (THE AMOUNTS INCLUDED IN THE PRICING SCHEDULE FOR SUBCLINS 0008AA THROUGH 0008AF WILL BE USED FOR AWARD EVALUATION PURPOSES.)

(6) THE CORPS BELIEVES THIS PROJECT CAN BE EFFICIENTLY CONSTRUCTED WITHIN 672 CALENDAR DAYS (22.4 MONTHS); HOWEVER, OUR CURRENT FUNDING OUTLOOK INDICATES THE FUNDING STREAM WILL BE SPREAD OVER FOUR FISCAL YEARS (48 MONTHS) WITH THE PROBABILITY THAT WE WILL RECEIVE NO MORE THAN 25% OF THE FUNDS IN ANY GIVEN FISCAL YEAR. OFFERORS SHOULD TAKE THIS INFORMATION AND THE TERMS OF THE CONTINUING CONTRACTS CLAUSE INTO CONSIDERATION WHEN PREPARING THEIR OFFERS.

INST-2.4.2 In addition to past performance information required by paragraph INST-2.4.1 above, the offeror shall provide a listing of all current contracts and a listing of all U.S. Army Corps of Engineers contracts completed within the past two years. For each of these contracts the offeror shall provide: the plant involved; responsible individual's name (project manager); QC and safety professional's names; and accident rates, descriptions, and causes. The offeror shall describe corrective actions taken in response to previous accidents and shall address the specific actions planned for this project to preclude similar accidents.

INST-2.5 A technical proposal consisting of:

SUBFACTOR	SUBMISSION REQUIREMENT (Note: To ensure the proposal adequately addresses areas the Government considers important, the offeror should review paragraph EVAL-3 in Section 00100B prior to preparing the proposal.)
MEANS AND METHODS	<p>This project consists of maintenance dredging and <i>blasting/dredging of hard rock</i> in a densely populated, environmentally sensitive area with large concentrations of marine traffic.</p> <p>In responding to this subfactor, the objective should be to instill confidence that the offeror thoroughly understands the requirements and complexities of this project and has a well thought out technical approach that can accomplish all items of work within the required timeframe while protecting environmental resources that could be impacted by this project.</p> <p>Provide a written narrative describing the means and methods the offeror will employ to prosecute the work. At a minimum, the offeror will address the following:</p> <p>(1) Dredging - both maintenance and hard rock. Discuss the method of removal, both maintenance and hard rock, in accordance with Sections 02325 and 01525 of the technical specifications. <i>Blasting is required. Proposals that do not include blasting will not be considered.</i> If any portion of this work is subcontracted, identify that work and provide a resume for review/approval in accordance with the non-substitution clause in Section 00800 (999.215-4001) Limitations on Substitutions for Certain Positions and/or Subcontractors. Provide a letter of commitment for each of these subcontractors.</p> <p>(2) Coordination. Discuss your plan for coordination of all activities with local enforcement agencies, the public, and the Port of Miami.</p> <p>(3) Environmental Protection. Discuss how you intend to minimize damage and protect environmental resources as outlined/identified in Section 01355, Environmental Protection, and Section 01411, Turbidity and Disposal Monitoring, of the technical specifications. At a minimum discuss: Hardground/reefs, marine mammals, sea turtles, sea grasses, and meeting state water quality standards. <i>Discuss how you will protect marine mammals and sea turtles during blasting activities.</i> Pursuant to the Non-Substitution clause in Section 00800 (999.215-4001) Limitations on Substitutions for Certain Positions and/or Subcontractors, provide a resume for the proposed Environmental Engineer and/or company that will be performing the environmental work. If any portion of this work is subcontracted, identify that work and provide a resume for review/approval in accordance with the non-substitution clause in Section 00800 (999.215-4001) Limitations on Substitutions for Certain Positions and/or Subcontractors. Also, provide a letter of commitment for each of these subcontractors.</p> <p>(4) Plant and Equipment. Provide a listing of all excavation, blasting, and hauling equipment, to include accompanying vessels, that will be utilized on this project and include a brief narrative describing the rationale used in selecting the plant and equipment. Include the required documentation on the equipment as shown in paragraphs INST-2.5.1 and INST-2.5.2. For each waterborne vessel, including any jack-up equipment, submit an identification of the vessel, and Coast Guard Certification, as applicable.</p>

<p>CONSTRUCTION SCHEDULE</p>	<p>Provide a schedule of construction in accordance with a standard Network Analysis System (such as a Gantt, Pert, or similar graphical timeline), depicting start and completion dates, concurrent work, interdependence of activities and other relative scheduling factors of items of work, within the required performance period. This schedule will be reviewed in concert with the methodology submission of this package to ensure consistency between the two. At a minimum, include the following major phases of work:</p> <ul style="list-style-type: none"> Mobilization and Demobilization for <ul style="list-style-type: none"> Maintenance Dredging Equipment Construction Dredging Equipment Drilling and Blasting Operations Drilling and Blasting Operations Excavation Operations Vibration Control and Monitoring Environmental Protection
<p>DEMONSTRATED EXPERIENCE - Dredging of hard rock in environmentally sensitive areas</p>	<p>Demonstrated experience of Contractor and/or Subcontractor <i>in successfully dredging hard rock utilizing blasting</i>, while protecting environmental resources similar to those specified in Section 01355 of the technical specifications.</p> <p>Provide a narrative of your experience showing how you successfully completed a project that required dredging operations that <i>included dredging hard rock utilizing blasting</i>. This work shall have been performed using the proposed equipment or similar equipment, while protecting environmentally sensitive areas similar to those specified in Section 01355 of the technical specifications. Discuss problems encountered and corrective actions taken to ensure timely completion. Discuss environmental protection measures that were taken to ensure no harm to environmental resources.</p>

NOTE: The offered Methodology, Construction Schedule, Plant and Equipment, and Subcontractor(s) will be incorporated into the contract and the contractor will not be permitted to make significant changes in any of these items without prior approval of the Contracting Officer.

Source Selection Information -- See FAR 2.101 and 3.104

SOLICITATION NO. DACW17-03-R-0016

OFFEROR: [Offeror enter]

PACKAGE THREE

TECHNICAL MERIT SUBFACTOR ONE

SUBFACTOR ONE:

MEANS AND METHODS	<p>This project consists of maintenance dredging and blasting/dredging of hard rock in a densely populated, environmentally sensitive area with large concentrations of marine traffic.</p> <p>In responding to this subfactor, the objective should be to instill confidence that the offeror thoroughly understands the requirements and complexities of this project and has a well thought out technical approach that can accomplish all items of work within the required timeframe while protecting environmental resources that could be impacted by this project.</p> <p>Provide a written narrative describing the means and methods the offeror will employ to prosecute the work. At a minimum, the offeror will address the following:</p> <p>(1) Dredging - both maintenance and hard rock. Discuss the method of removal, both maintenance and hard rock, in accordance with Sections 02325 and 01525 of the technical specifications. Blasting is required. Proposals that do not include blasting will not be considered. If any portion of this work is subcontracted, identify that work and provide a resume for review/approval in accordance with the non-substitution clause in Section 00800 (999.215-4001) Limitations on Substitutions for Certain Positions and/or Subcontractors. Provide a letter of commitment for each of these subcontractors.</p> <p>(2) Coordination. Discuss your plan for coordination of all activities with local enforcement agencies, the public, and the Port of Miami.</p> <p>(3) Environmental Protection. Discuss how you intend to minimize damage and protect environmental resources as outlined/identified in Section 01355, Environmental Protection, and Section 01411, Turbidity and Disposal Monitoring, of the technical specifications. At a minimum discuss: Hardground/reefs, marine mammals, sea turtles, sea grasses, and meeting state water quality standards. Discuss how you will protect marine mammals and sea turtles during blasting activities. Pursuant to the Non-Substitution clause in Section 00800 (999.215-4001) Limitations on Substitutions for Certain Positions and/or Subcontractors, provide a resume for the proposed Environmental Engineer and/or company that will be performing the environmental work. If any portion of this work is subcontracted, identify that work and provide a resume for review/approval in accordance with the non-substitution clause in Section 00800 (999.215-4001) Limitations on Substitutions for Certain Positions and/or Subcontractors. Also, provide a letter of commitment for each of these subcontractors.</p> <p>(4) Plant and Equipment. Provide a listing of all excavation, blasting, and hauling equipment, to include accompanying vessels, that will be utilized on this project and include a brief narrative describing the rationale used in selecting the plant and equipment. Include the required documentation on the equipment as shown in paragraphs INST-2.5.1 and INST-2.5.2. For each waterborne vessel, including any jack-up equipment, submit an identification of the vessel, and Coast Guard Certification, as applicable.</p>
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OUR PROPOSAL: [Offeror enter complete, detailed response.]

Source Selection Information -- See FAR 2.101 and 3.104

SOLICITATION NO. DACW17-03-R-0016
OFFEROR: [Offeror enter]
PACKAGE THREE
TECHNICAL MERIT SUBFACTOR THREE

SUBFACTOR THREE:

DEMONSTRATED EXPERIENCE - Dredging of hard rock in environmentally sensitive areas	Demonstrated experience of Contractor and/or Subcontractor <i>in successfully dredging hard rock utilizing blasting</i> , while protecting environmental resources similar to those specified in Section 01355 of the technical specifications. Provide a narrative of your experience showing how you successfully completed a project that required dredging operations that <i>included dredging hard rock utilizing blasting</i> . This work shall have been performed using the proposed equipment or similar equipment, while protecting environmentally sensitive areas similar to those specified in Section 01355 of the technical specifications. Discuss problems encountered and corrective actions taken to ensure timely completion. Discuss environmental protection measures that were taken to ensure no harm to environmental resources.
---	---

OUR PROPOSAL: [Offeror enter complete, detailed response.]

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within **120** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the Base, and if exercised, Option 1, Option 2, Option 3, Option 4, and Option 5 with work ready for use not later than shown on the table below, after the date the contractor receives the notice to proceed. In the event that only one or more Options, but not all Options are awarded, the following is a breakdown of the base and each Option completion time.

Base:	452 calendar days (includes 120 days mob/demobilization)
Option 1:	40 calendar days
Option 2:	85 calendar days
Option 3:	17 calendar days
Option 4:	18 calendar days
Option 5:	60 calendar days
Total:	672 calendar days

The Government reserves the right to exercise optional item(s) anytime **in accordance with Note 4 of the pricing schedule and** FAR 52.217-7, Option for Increased Quantity -- Separately Priced Line Items. The time stated for completion shall include final cleanup of the premises.

(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 \$9,392.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.211-18 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

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor anytime ***within the timeframe specified in Note 4 of the pricing schedule.*** Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

SECTION 00800A

WAGE RATES

NOTE

FL20030032

FL20030045

FL20030054

00800A-1

00800A-2

00800A-5

00800A-8

SECTION 00800-A

WAGE RATES

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THIS PROJECT INCORPORATES BOTH DREDGING AND HEAVY CONSTRUCTION WAGE DECISIONS.

THE HEAVY CONSTRUCTION WAGE DECISION MAY ONLY BE APPLIED TO OPERATIONS OCCURRING ON LAND. IT CANNOT BE APPLIED TO WORK OF ANY SORT CONDUCTED ABOARD VESSELS OR FLOATING PLANT OF ANY TYPE.

DREDGE SIZE: FOR THE PURPOSES OF DETERMINING SIZES OF DREDGES USED ON THIS CONTRACT, PIPELINE DREDGE SIZE SHALL BE DETERMINED BY THE MEASUREMENT OF THE INSIDE DIAMETER OF THE DISCHARGE FLANGE OF THE LAST DREDGE PUMP (THE ACTUAL BODY OF THE PUMP AS ORIGINALLY CAST BY THE PUMP MANUFACTURER) ABOARD THE DREDGE.

IF YOU HAVE ANY QUESTIONS CONCERNING THE APPLICATION OF THE WAGE DECISIONS FURNISHED FOR THIS PROJECT, PLEASE CONTACT PHYLLIS M. GARFIELD, LABOR RELATIONS SPECIALIST, OFFICE OF COUNSEL, 904-232-3761.

General Decision Number: FL030032 05/28/2004

General Decision Number: **FL030032** 05/28/2004
 Superseded General Decision Number: FL020032
 State: Florida
 Construction Types: Heavy
 Counties: Broward, Collier, Lee, Martin, Miami-Dade, Palm Beach and St Lucie Counties in Florida.
 HEAVY CONSTRUCTION PROJECTS (Excluding Sewer & Water Lines)

Modification Number	Publication Date
0	06/13/2003
1	01/23/2004
2	04/09/2004
3	05/28/2004

CARP1026-002 08/01/2002

	Rates	Fringes
Piledriverman.....	\$ 20.25	4.70

ELEC0323-001 09/05/1993
 MARTIN, PALM BEACH, AND ST LUCIE COUNTIES

	Rates	Fringes
Electrician.....	\$ 15.88	21.5%

ELEC0349-002 06/01/2002
 DADE COUNTY

	Rates	Fringes
Electricians:		
Electrical contracts including materials that are \$2,000,000 and over.....	\$ 22.96	4.30+8%
Electrical contracts: including-materials that are less than \$2,000,000.....	\$ 20.50	4.30+8%

ELEC0728-001 09/01/2003
 BROWARD AND COLLIER COUNTIES

	Rates	Fringes
Electrician.....	\$ 22.96	3%+6.18

* ELEC0915-001 12/01/2003
 LEE COUNTY

	Rates	Fringes
Electrician.....	\$ 21.63	29%+.25

ENGI0487-002 01/01/2004
 DADE COUNTY

	Rates	Fringes
Power equipment operators:		
Backhoes, Bulldozers.....	\$ 18.55	7.05
Cranes.....	\$ 22.38	5.30
Oilers.....	\$ 16.30	5.30

ENGI0487-003 01/01/2004
BROWARD, COLLIER, LEE, MARTIN, PALM BEACH, AND ST LUCIE COUNTIES

	Rates	Fringes
Power equipment operators:		
All Tower Cranes and all Cranes with boom length 150 ft and over.....	\$ 22.89	7.05
Cranes with boom length less than 150 ft, Backhoes, and Bulldozers....	\$ 22.17	7.05
Oilers.....	\$ 18.39	7.05

PLUM0630-001 01/01/2003
LEE, MARTIN, PALM BEACH, AND ST LUCIE COUNTIES

	Rates	Fringes
Pipefitter.....	\$ 26.61	5.91

PLUM0725-002 01/16/2001
BROWARD AND DADE COUNTIES

	Rates	Fringes
Pipefitter.....	\$ 23.10	5.90

SUFL1990-006 01/26/1990

	Rates	Fringes
Carpenter.....	\$ 12.71	2.71
Cement Mason.....	\$ 10.50	
Laborer.....	\$ 5.72	
Power equipment operators:		
Loaders.....	\$ 11.25	2.55

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
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the 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, DC 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, DC 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, DC 20210

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

=====
END OF GENERAL DECISION
=====

General Decision Number: FL030045 05/28/2004

General Decision Number: **FL030045** 05/28/2004

State: Florida

Construction Types: Heavy Dredging

Counties: Florida Statewide.

Modification Number	Publication Date
0	06/13/2003
1	05/28/2004

* ENGI0025-002 02/01/2003

	Rates	Fringes
Clamshell Dredges		
Engineer.....	\$ 17.71	4.01+a
Handyman.....	\$ 11.93	3.61+a
Mate.....	\$ 15.91	3.81+a
Oiler.....	\$ 12.75	3.61+a
Operator.....	\$ 19.80	4.01+a
Scowman.....	\$ 12.10	3.61+a
Welder.....	\$ 16.52	3.81+a
Dipper Dredges		
Deckhand.....	\$ 11.93	3.61+a
Engineer.....	\$ 18.54	4.01+a
Handyman.....	\$ 11.93	3.61+a
Mate.....	\$ 16.25	3.81+a
Oiler.....	\$ 12.75	3.61+a
Operator.....	\$ 19.99	4.01+a
Scowman.....	\$ 12.10	3.61+a
Welder.....	\$ 16.79	3.81+a
Drill Boats		
Blaster.....	\$ 18.03	4.01+a
Driller.....	\$ 18.03	4.01+a
Engineer.....	\$ 18.72	4.01+a
Hydraulic Dredges 20" & Over		
Asst. Fill Placer.....	\$ 15.71	4.01+a
Carpenter.....	\$ 17.27	4.01+a
Deckhand.....	\$ 11.93	3.61+a
Derrick Operator.....	\$ 17.37	4.01+a
Electrician.....	\$ 17.70	4.01+a
Engineer.....	\$ 18.72	4.01+a
Fill Placer.....	\$ 17.27	4.01+a
Handyman.....	\$ 11.93	3.61+a
Leverman.....	\$ 19.90	4.01+a
Mate.....	\$ 16.25	3.81+a
Oiler.....	\$ 12.75	3.61+a
Shoreman.....	\$ 11.70	3.61+a
Spill Barge Operator.....	\$ 17.03	3.81+a
Welder.....	\$ 16.79	3.81+a
Hydraulic Dredges Under 20"		
Cook.....	\$ 8.11	1.73+b
Deckhand.....	\$ 7.77	1.73+b
Engineer.....	\$ 9.59	1.73+b
Launchman.....	\$ 8.19	1.73+b
Leverman.....	\$ 10.03	1.73+b

Mate.....	\$ 8.82	1.73+b
Mess Cook.....	\$ 7.71	1.73+b
Messman & Janitor.....	\$ 7.53	1.73+b
Oiler & Fireman.....	\$ 8.11	1.73+b
Shoreman.....	\$ 7.82	1.73+b
Spider Barge Operator.....	\$ 8.68	1.73+b
Spill Barge Operator.....	\$ 8.68	1.73+b
Welder.....	\$ 9.79	1.73+b
Steward Department		
2nd Cook.....	\$ 11.93	3.61+a
Janitor.....	\$ 11.93	3.61+a
Messman.....	\$ 11.70	3.61+a
Night Cook.....	\$ 11.93	3.61+a
Steward.....	\$ 13.14	3.81+a
Tugs 600 HP to 1350 HP		
Tug Captain.....	\$ 15.53	4.01+a
Tug Deckhand.....	\$ 11.93	3.61+a
Tug Master.....	\$ 16.87	4.01+a
Tugs Greater Than 1350 HP		
Tug Captain.....	\$ 17.02	4.01+a
Tug Deckhand.....	\$ 11.93	3.61+a
Tug Engineer.....	\$ 17.02	4.01+a
Tug Master.....	\$ 17.95	4.01+a
Tugs Less Than 600 HP		
Tug Captain.....	\$ 15.37	4.01+a
Tug Deckhand.....	\$ 11.93	3.61+a
Tug Master.....	\$ 15.88	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 straight 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 (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the 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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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
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200 Constitution Avenue, N.W.
Washington, DC 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:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
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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, DC 20210

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

=====

END OF GENERAL DECISION

=====

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, DC 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, DC 20210

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

=====
END OF GENERAL DECISION
=====

1.2.3 Safety Requirements

See Section 01525 GENERAL SAFETY REQUIREMENTS and COE EM 385-1-1.

1.2.4 Work Performed by Others

See paragraph PROJECT COORDINATION of Section 01310 ADMINISTRATIVE PROCEDURES.

1.3 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. Read this paragraph in conjunction with the Clause COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) of Section 00700 CONTRACT CLAUSES.

b. In addition to the above, the following shall apply: The words "commence work" means "commence drilling and blasting and/or dredging." The commencement time of 30 days applies unless precluded by inclement weather as determined by the Contracting Officer.

1.4 LIQUIDATED DAMAGES - CONSTRUCTION

Refer to the Clause LIQUIDATED DAMAGES - CONSTRUCTION (FAR 52.211-12 of Section 00700 CONTRACT CLAUSES.

1.5 PHYSICAL DATA

Read this paragraph in conjunction with the Clause PHYSICAL DATA (FAR 52.236-4) of Section 00700 CONTRACT CLAUSES.

1.5.1 Physical Conditions

The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and/or by core borings. When the indicated physical conditions are the result of site investigations by core borings, the core boring logs and laboratory data are in Section 00320 GEOTECHNICAL DATA and the core boring locations are shown on the drawings. While the Government's borings are representative of subsurface conditions at their respective locations and vertical reaches, local variations characteristic of the rocks and subsurface materials of this region are to be expected. The material recovered from the core borings is available for inspection by prospective offerers at the Corps of Engineers District Warehouse, 3077 Talleyrand Avenue, 20th Street, Jacksonville, Florida (between the hours of 7:00 am and 2:30 pm, except Federal holidays) during the entire proposal period, and prospective offerers are strongly urged to examine the material and assure themselves that they have made the best possible evaluation of the subsurface conditions. Prospective offerers shall notify the Jacksonville District Explorations Manager at 904-232-3295 at least four (4) working days before the visit with the following information: (1) the project title; (2) the specific core borings or entire set which are to be viewed; (3) the date, time, and duration of the visit; (4) the name of the person(s) and company to view the borings; and, (5) a point of contact and

1.4.6 Interim Demobilization and Remobilization (Line Items 0008AA through 0008AF)

Payment will be made only in the event (i) funding is exhausted prior to completion of the base work or any currently exercised options and (ii) the Contractor elects to stop work until additional funds are made available. The amount to be paid for each exhaustion of funds shall be limited to the least of:

- a. The actual costs incurred for demobilization and remobilization;
- b. The amount included in the contract pricing schedule for the applicable line item; or
- c. A reasonable daily standby rate for the period that funds are not available.

See note 5 of Section 00010A LINE ITEMS AND PRICING SCHEDULE.

1.5 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the LINE ITEMS AND PRICING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

Each Unit Price CLIN may be a single pay activity item or may be broken down into pay activities with smaller quantities equal to CLIN total. Contract unit price multiplied by agreed quantity is full compensation.

1.5.1 Excavation, Unclassified (Line Items 0002AA, 0003AB, 0004AA, 0005AA, 0006AB, and 0007AB)

1.5.1.1 Payment

a. Payment will be made for costs associated with or incidental to excavation, transportation, and disposal of materials; providing and maintaining access to the work site(s) and disposal area(s); noise control; debris removal; installation, operation or maintenance of the electronic tracking system for surveillance of all dredging and disposal activities and ocean disposal area marking. See Sections 02325 DREDGING and 01355 ENVIRONMENTAL PROTECTION.

b. Insofar as consistent with the paragraph CONTINUITY OF WORK -- DREDGING OF ROCK of Section 02325 DREDGING, monthly partial payments will be based on approximate quantities determined by soundings or sweepings performed by the Contractor behind the dredge. The term "area designated by the Contracting Officer" as used in the CONTINUITY OF WORK paragraph, is defined as "acceptance section".

c. Soundings for payment purposes shall be made by the Government at the frequency listed in the Channel Survey Notes on the contract drawings.

1.5.1.2 Measurement

a. The maps and/or drawings already prepared (paragraph CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS of Section 00700 CONTRACT CLAUSES) are believed to represent accurately average existing conditions, but the depths shown thereon may be verified and corrected by soundings taken 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.

b. The total amount of material removed, and to be paid for under the contract, will be measured by the cubic yard in place and quantities determined by the average end area method. The volume computed shall be between the bottom surface shown by soundings taken within 3 weeks before dredging and the bottom surface shown by the soundings taken within 3 weeks after the work specified in each acceptance section indicated on the drawings has been completed. The Contractor shall give 10 days advance notice, in writing, to the Contracting Officer's Representative of the need for a pre-dredging survey or after-dredging survey for final acceptance for each acceptance section. The quantity shall include the volume within the limits of the side slopes described in subparagraph "Side Slopes" of paragraph REQUIRED DEPTH, ALLOWABLE OVERDEPTH, AND SIDE SLOPES of Section 02325 DREDGING, less any deductions that may be required for misplaced material described in subparagraph "Misplaced Materials" of paragraph DISPOSAL OF EXCAVATED MATERIAL of Section 02325 DREDGING.

1.5.1.3 Unit of Measure

Cubic yard.

1.5.2 Drilling and Blasting Operations (Line Items 0002AE, 0004AE, and 0005AE)

1.5.2.1 Payment

a. Payment will be made for costs associated with and incidental to drilling and blasting operations. See Sections 01525 GENERAL SAFETY REQUIREMENTS.

b. Insofar as consistent with the paragraph CONTINUITY OF WORK -- DREDGING OF ROCK of Section 02325 DREDGING, monthly partial payments will be based on quantities determined by the volume indicated in the approved shot report. The term "area designated by the Contracting Officer" as used in the CONTINUITY OF WORK paragraph is defined as "acceptance section." All methods other than drilling and blasting used to loosen or fracture rock prior to excavation are prohibited.

1.5.2.2 Measurement

The total amount of material drilled and blasted, and to be paid for under the contract, will be measured by the cubic yard in place and quantities determined by the average end area method. The volume computed shall be between the bottom surface shown by soundings indicated in the approved shot plan and the surface of the design template for each acceptance section. The quantity shall include the volume within the limits of the side slopes described in subparagraph "side Slopes" of paragraph REQUIRED DEPTH, ALLOWABLE OVERDEPTH, AND SIDE SLOPES of Section 02325 DREDGING, less any deductions that may be required for misplaced material described in subparagraph "Misplaced Materials" of paragraph DISPOSAL OF EXCAVATED MATERIAL of Section 02325 DREDGING. No payment for drilling and blasting will be made until the area loosened by drilling and blasting is sufficiently excavated and disposed. No areas of drilling and blasting shall be left unexcavated for more than 30 days. Contractor shall certify to the Contracting Officer any loosened and unexcavated rock shall not impose a hazard to navigation by performing surveys as necessary. A maximum 1-foot tolerance above pre-blast elevations is acceptable until excavation can occur. Any material exceeding this tolerance shall be removed immediately.

1.5.2.3 Unit of Measure

Cubic Yard

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PAYMENT PROCEDURES

See Section 01312 QUALITY CONTROL SYSTEM (QCS) for in-depth payment procedure instructions. Upon receiving initial Resident Management System import file, go to "Pay Activities" and establish a link between offer breakdown schedule of values of "Pay Activities" to contract CLINs using "Schedule Activities" data entry page.

3.1.1 Requesting Progress Payment

For progress payments, ensure "Activity Schedule", "Feature Schedule", submittal register, and punchlists are all up to date. Use "Progress Payments" to "request Activity Earnings" for both "Activity Earnings" data entry page and "Other Earning". Provide hard copies of supporting invoices and quantity measurement to support all requested earnings. Ensure that sum of payment activities do not exceed contract award CLIN funding amounts, or "unbalanced" CLINS error will prevent processing the payment.

3.1.2 Options and Modification CLINS

When additional work is added by modification, existing CLINs funding amounts must be updated, or new CLINs for modification will be created. If contract has option CLINs not yet awarded, option CLINs will appear as zero

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dollar CLINs until option is awarded by modification. No payment may be requested for Options or modification CLINs until contract modification has been funded and signed.

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SECTION 01355

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

This Section covers prevention of environmental damage as the result of construction operations under this contract and for those measures set forth in other Technical Requirements of these specifications. For the purpose of this specification, environmental damage is defined as the presence of hazardous, physical, chemical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; affect other species, biological communities, or ecosystems; or degrade the quality of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental damage requires consideration of land, water, and air, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.2 REFERENCES

1.2.1 Miscellaneous Environmental Laws And Regulations

There are numerous environmental laws and regulations. At the Federal level, the applicable laws and regulations include compliance with the Clean Water Act (CWA); Clean Air Act (CAA); Coastal Zone Management Act (CZMA); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); Endangered Species Act (ESA); Fish and Wildlife Coordination Act (FWCA); Marine Protection, Research, and Sanctuaries Act (MPRSA); Magnuson-Stevens Fishery Conservation and Management Act (MSFCMA); National Environmental Policy Act (NEPA); National Historic Preservation Act (NHPA); National Pollution Discharge Elimination System (NPDES); Research and Sanctuaries Act; Native American Graves Protection and Repatriation Act (NAGPRA); Resource Conservation and Recovery Act (RCRA); Rivers and Harbors Act (R&H); Safe Drinking Water Act (SDWA); Toxic Substance Control Act (TSCA); Wild and Scenic Rivers Act (WSRA); Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA); Code of Federal Regulations (CFRs); Executive Orders; and, Environmental Protection Agency (EPA) requirements. NEPA compliance measures specified in an Environmental Assessment (EA) or Environmental Impact Statements (EIS) are also applicable with regard to compliance.

1.2.2 Publication Reference(s)

The publication(s) listed below form(s) a part of this specification to the extent referenced. The publication(s) is referred to in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE EM 385-1-1	(2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual
COE EM 1110-1-1003	(1996) NAVSTAR Global Positioning System Surveying
COE ER 1110-1-5	(1984) Plant Pest Quarantined Areas and Foreign Soil Samples

1.3 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily quality control reports or attachments thereto, any problems in complying with laws, regulations and ordinances, and corrective action taken.

1.4 PERMITS AND AUTHORIZATIONS

The Contractor shall obtain all needed permits or licenses. The Government will not obtain any permits for this project; see Clause PERMITS AND RESPONSIBILITIES of Section 00700 CONTRACT CLAUSES. The Contractor shall be responsible for implementing the terms and requirements of the appropriate permits as needed and for payment of all fees.

In addition to the above, the Contractor shall comply with all requirements under the terms and conditions set out in the following permit(s) and authorization(s) obtained by the Corps of Engineers listed below. These permit(s) and authorization(s) are available for review by contacting the Jacksonville District, Operations and Technical Support Section at 904-232-2539.

a. Florida Department of Environmental Protection Permit No. 0173770-001-EI; Effective Date: 22 Sep 03; Expiration Date: 22 Sep 08.

b. Florida Department of Environmental Protection Permit No. 0173770-04-EM; Effective Date: 5 Feb 04; Expiration Date: 22 Sep 08.

c. Florida Department of Environmental Protection Permit No. 0173770-005-EM; Effective Date: 31 Mar 04; Expiration Date: 22 Sep 08.

d. Department of the Army Permit DOA 199301155 issued 12 Oct 94; pending extension (for ODMDS).

e. Department of the Army Permit DOA 197900623 issued 9 Oct 80; expiration 7 Mar 06 (dredging) and modifications issued 2 Sep 88, 25 Sep 01 and 20 Nov 03.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When

used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G|PD

Within 20 calendar days after the date of Notice of Award, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations.

However, the Contractor shall furnish an acceptable final plan no later than 30 calendar days after receipt of Notice to Proceed. Acceptance of the Contractor's plan shall not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures.

Acceptance of the plan is conditional and predicated on satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes to the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The Environmental Protection Plan shall include but not be limited to the following:

a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.

b. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological, and cultural resources.

c. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the environmental protection plan.

d. A permit or license for and the location of the solid waste disposal area.

e. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossing, material storage areas, structures, sanitary facilities, and

stockpiles of excess or spoil materials.

f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.

g. Traffic control plan.

h. Methods of protecting surface and ground water during construction activities.

i. Spill prevention. The Contractor shall specify all potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, ground, water, wetlands, or drainage areas. The plan shall specify the Contractor's provisions to be taken to meet Federal, State, and local laws and regulations regarding labeling, storage, removal, transport, and disposal of potentially hazardous substances.

j. Spill contingency plan for hazardous, toxic, or petroleum material.

k. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.

l. A statement as to the person who shall be responsible for implementation of the Environmental Protection Plan. The Contractor personnel responsible shall report directly to the Contractor's top management and shall have the authority to act for the Contractor in all environmental protection matters.

m. Recycling and Waste Management Plan. Executive Order 12873 of 20 October 1993 requires a number of considerations in planning a project. Fallen trees should not be burned or buried. Mulching, composting, and other uses for trees should be considered. Also, recovery of metals at the job site, including aluminum cans, should be considered with proceeds to be retained by the Contractor. Non-Federal recycling and waste minimization efforts shall also be incorporated into this plan.

n. A Certification Letter must be signed acknowledging the Contractor has a copy of all permits applicable to the project and understands the conditions in the permit. The Certification Letter shall be attached to the Environmental Protection Plan (A sample Certification Letter is on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below).

o. Operational plan to achieve protection of sea turtles during hopper dredge(s) operation.

p. Endangered Species Blasting Plan.

SD-02 Shop Drawings

Turtle Deflector Device; G|COR

If the Contractor proposes to use a hopper dredge for this work, detail drawings shall be submitted showing the proposed device and its attachment to the Contractor's equipment. Contractor's drawings to be submitted shall include the approach angle for any and all depths to be dredged during this contract. A copy of the approved drawings and calculations shall be available on the vessel during the life of this contract. No dredging work shall be allowed to commence until approval of the installed turtle deflector device.

Sea Turtle Trawling and Relocation (For Hopper Dredges Only) Permit

The Contractor shall submit a certified copy of National Marine Fishery Service (NMFS) permit for sea turtle trawling and relocation as well as a statement as to the person responsible for implementation of the NMFS permit.

SD-11 Closeout Submittals

Logs/Final Summary Report

Contractor shall submit as specified, logs and final summary report of sightings and incidents with endangered species.

Project Environmental Summary Sheet

Contractor shall submit within 30 days following completion of the project, a written report of the absence or occurrence of environmental incidents. In addition, for construction activities whose anticipated duration is more than one calendar year, the Contractor shall complete a sheet each May 31st (plus/minus 14 days).

Recording Charts for Hopper Dredge(s)

Contractor shall submit as specified, a copy of the hopper dredge(s) output recording chart(s) for each day's operation on a daily basis.

1.6 SUBCONTRACTORS

Assurance of compliance with this section by subcontractors shall be the responsibility of the Contractor.

1.7 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations, permits and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such

notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

Additionally, the Contractor shall notify the Contracting Officer, in writing, of the absence or occurrence of environmental incidents, as required on the Project Environmental Summary Sheet, copy on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. Refer to paragraph SUBMITTALS above.

1.8 CONTRACTOR PERSONNEL QUALIFICATIONS IN POLLUTION CONTROL

The Contractor's personnel shall be qualified to perform all phases of environmental protection, including methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and careful installation and monitoring of the project to ensure adequate and continuous environmental pollution control. Quality Control and supervisory personnel shall be thoroughly knowledgeable of Federal, State, and local laws, regulations, and permits as listed in the Environmental Protection Plan submitted by the Contractor. Quality Control personnel will be identified in the Quality Control Plan submitted in accordance with Section 01452 DREDGING - CONTRACTOR QUALITY CONTROL.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

For contract work, the Contractor shall comply with all applicable Federal, State, or local laws and regulations. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected at least during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Deviations from drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, and alternate access routes) could result in the need for the Government to reanalyze and re-approve the project from an environmental standpoint. Environmental protection shall be as stated in the following subparagraphs.

3.1.1 General Project Environmental Design and Installation Criteria

Some project sites have features that shall not be impacted in any way, including cultural, historic, or archeological features. At all sites, project plans should minimize disturbance to existing features at the site to the extent possible, including vegetative, topographic, and drainage pattern features. Wetland impacts (temporary access, detours, staging areas, and other work area impacts) to project sites should be avoided and may require separate permitting action. Any wetlands temporarily impacted shall have its soil restored upon project completion. Expansion of

previously permitted project footprints may likewise require separate permitting action.

In all cases, the construction and dredging activities shall provide for protection of the environment during handling, installing, storing, utilizing, transporting, servicing, testing, refilling, transferring, pumping, processing, removing waste products, repairing and maintaining systems and their components. Necessary design protection shall also be considered that would prevent contamination of the environment from impacts to the system caused by storm water runoff and flooding.

In the event environmental protection measures fail, the Contractor shall implement procedures to control and correct environmental damage.

3.1.1.1 Petroleum-Based Systems Environmental Design and Installation Criteria

For petroleum-based systems, a statement of site suitability shall be provided and shall include what would be necessary to prevent adverse impact to water quality; natural resources; habitat; historic, cultural, and archeological sites; and fragile local resources in the event of a fuel spill. Human error and mechanical/electrical failure of components without human intervention shall also be considered in the design with regard to spills. Additionally, appropriate noise and emissions controls shall be incorporated into the design, including vapor and exhaust controls.

At a minimum, environmental protection design requirements shall also include the following: (1) stationary tanks and piping shall have secondary containment features; (2) approved materials and corrosion protection systems shall be utilized; (3) system leaks shall be readily detected and contained without human intervention; and, (4) overfill containment systems shall be provided.

Applicable Federal, State, and local codes and requirements shall be strictly adhered to in the design, including those of the U.S. Environmental Protection Agency (EPA), the State of Florida, the South Florida Water Management District (SFWMD), and other local governing agencies such as those of counties and municipalities. In the case of the State, requirements include Chapter of the Florida Administrative Code (FAC) such as 62-17 (Approved Materials), 62-252 (Vapor Emissions), 62-296 (Emissions), 62-761 (Underground Storage Tanks), and 62-762 (Aboveground Tanks). Note that Chapters 62-761 and 62-762 of the FAC may be combined into one Chapter. Best Management Practices from the applicable agencies shall also be adhered to in the design.

3.1.1.2 Sewage-Based Systems Environmental Design and Installation Criteria

In general, there shall be no waste or debris discharges of any kind for a project unless authorized by the Contracting Officer. This shall include the Contractor's providing sufficient temporary sanitary equipment and facilities for the project. The design and/or installation of temporary or permanent sewage systems shall ensure that waters will be free of effects of sewage discharges. Applicable Federal, State, or local codes and requirements regarding sewage shall be strictly adhered to in the design,

such as those of the EPA and, in the case of the State, Chapter 62-620 (Wastewater Facilities) of the FAC. Best Management Practices from the applicable agencies shall also be adhered to in the design.

3.1.2 Protection of Land Resources

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved or avoided within the Contractor's work area. Materials displaced into uncleared areas shall be removed. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer. The Contractor shall engage a qualified tree surgeon to perform all tree surgery. The Contractor shall be responsible to repair injuries to bark, trunk, branches, and roots of protected trees by dressing, cutting, and painting as specified for Class I Fine Pruning, of the National Arborist Association Pruning Standards for Shade Tree or as per State's Agricultural Extension Agency Guidelines, immediately as occurrences arise. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

3.1.2.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. The Contractor shall protect from damage all existing trees designated to remain. Protection of tree roots shall be provided against noxious materials in solution caused by run-off or spillage. Fires shall be located outside the canopy of protected trees. No materials, trailers, or equipment shall be stored within the drip line of any protected tree. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

The Contractor shall thoroughly clean all construction equipment and tools at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the U.S. Department of Agriculture (USDA) regarding additional cleaning requirements that may be necessary. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the Contractor agrees to comply with the provisions of COE ER 1110-1-5 and attachments. The Contractor agrees to assure compliance with this obligation by all subcontractors.

3.1.2.2 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall

be conducted to prevent contamination. Solid waste materials shall be hauled to an approved solid waste disposal site designated by the Contracting Officer. The Contractor shall comply with Federal, State, and local regulations pertaining to the use of the solid waste disposal site.

3.1.2.3 Fuel, Oil, and Lubricants

Fuel, oil, and lubricants shall be managed so as to prevent spills and evaporation. To prevent spills, fuel dispensers shall have a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners right below the bibb. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground takes place. Pans shall be cleaned by an approved method immediately after every dispensing of fuel and wastes disposed of offsite in an approved area. Should any spilling of fuel occur, the Contractor shall immediately recover the contaminated ground and dispose of it offsite in an approved area. Petroleum waste generated shall be stored in marked corrosion-resistant containers and recycled or disposed of in accordance with 40 CFR 279, State, and local regulations.

3.1.2.4 Hazardous Waste

Hazardous wastes are defined in 40 CFR 261. The Contractor shall ensure that hazardous wastes are stored and disposed of in accordance with 40 CFR 261 and State and local regulations. The Contractor shall ensure that hazardous wastes are packed, labeled, and transported in accordance with 49 CFR 173 and State and local regulations.

3.1.2.5 Hazardous Materials

The Contractor shall ensure that hazardous materials are labeled, stored, and transported in accordance with 49 CFR 173, State, and local regulations.

3.1.2.6 Disposal of Other Materials

Other materials than previously discussed (Construction and Demolition, vegetative waste, etc.) shall be handled as directed.

3.1.3 Preservation and Recovery of Historic, Archeological, and Cultural Resources

3.1.3.1 Applicable Law

A number of Federal laws require protection of cultural resources. Two laws, in particular, can be potentially involved with dredging activities: (1) the National Historic Preservation Act, as amended; and, (2) the Abandoned Shipwreck Act.

3.1.3.2 Inadvertent Discoveries

If, during construction activities, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate Corps staff may be notified and a determination for what, if any, additional action is

needed. Examples of historic, archeological and cultural resources are bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from further removing, or otherwise damaging, such resources.

The possibility of encountering submerged cultural resources is inherent in dredging and snagging operations. Such findings could include shipwrecks, shipwreck debris fields (such as streamed engine parts), prehistoric watercraft (such as log "dugouts"), and other structural features intact or displaced. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. Suspected cultural materials inadvertently gathered from a water-saturated context should be kept moist by re-immersion, spraying, or some other expedient means of wetting until the appropriate Corps staff provide further directives. No interviews or other contact with media shall occur without clear authorization from the Contracting Officer or the appropriate Corps representative.

3.1.3.3 Claims for Downtime due to Inadvertent Discoveries

Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the Contractor shall seek to continue work well away from, or otherwise protectively avoiding, the area of interest, or in some other manner that strives to continue productive activities in keeping with the contract. Should an inadvertent discovery be of the nature that substantial impact(s) to the work schedule are evident, such delays shall be coordinated with the Contracting Officer. Contract adjustments resulting from compliance with this paragraph shall be determined in accordance with Clause DIFFERING SITE CONDITIONS of Section 00700 CONTRACT CLAUSES.

3.1.4 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface, ground waters, and wetlands. The Contractor shall plan his operation and perform all work necessary to minimize adverse impact or violation of the water quality standard. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this contract. The Contractor's construction methods shall protect wetland and surface water areas from damage due to mechanical grading, erosion, sedimentation and turbid discharges. There shall be no storage or stockpiling of equipment, tools, or materials within wetlands or along the shoreline within the littoral zone unless specifically authorized.

3.1.4.1 Monitoring of Water Areas

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

3.1.4.1 Turbidity

The Contractor shall conduct his operations in a manner to minimize turbidity. Refer to Section 01411 TURBIDITY AND DISPOSAL MONITORING for further instructions.

3.1.4.2 Oil, Fuel, and Hazardous Substance Spill Prevention and Mitigation

The Contractor shall prevent oil, fuel, or other hazardous substances from entering the air, ground, drainage, local bodies of water, or wetlands. This shall be accomplished by design and procedural controls. In the event that a spill occurs despite the design and procedural controls, the following shall occur:

(1) Immediate action shall be taken to contain and cleanup any spill of oil, fuel or other hazardous substance.

(2) Spills shall be immediately reported to the Contracting Officer.

(3) Spill contingency planning shall be strictly in accordance with the criteria of 40 CFR, Part 109.

(4) To control the spread of any potential spill, absorbent materials shall be readily available and capable of absorbing the contents of the single largest tank.

(5) To control the spread of any potential spill, the Contractor shall provide a written certification of commitment of manpower, equipment, and materials required to expeditiously cleanup and dispose of spill materials.

a. Spill Preventive Systems: System design and installation requirements have been discussed at the beginning of this Section. Temporary or portable tanks shall conform to applicable Federal, State, and local codes and requirements and shall not be placed where they may be affected by storm, flooding, or washout. Diversionary structures for spills shall be put in place in advance where practical. Both spill preventive systems and any deviations from associated requirements must be approved by the Contracting Officer prior to implementation.

b. Liabilities: The Contractor shall be liable in the amounts established in 40 CFR, Part 113 when it can be shown that oil was discharged as a result of willful negligence or willful misconduct. The penalty for failure to report the discharge of oil shall be in accordance with the provision of 33 CFR, Part 153.

3.1.5 Protection of Fish and Wildlife Resources

The Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed in the Contractor's

Environmental Protection Plan prior to the beginning of construction operation.

3.1.5.1 Endangered Species Protection

The Contractor shall instruct all personnel associated with the project of the potential presence of manatees, and sea turtles, dolphins, and whales in the area, and the need to avoid collisions with and harming these animals. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, or sea turtles, or whales which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act. The Contractor shall be held responsible for any manatee, sea turtle, dolphins, or whale harmed, harassed, or killed as a result of construction activities.

a. Siltation Barriers: If siltation barriers are used, they shall be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.

b. Special Operating Conditions:

(1) All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in waters where the draft of the vessel provides less than a four-foot clearance from the bottom, and vessels shall follow routes of deep water whenever possible. Boats used to transport personnel shall be shallow-draft vessels, preferably of the light-displacement category, where navigational safety permits. Mooring bumpers shall be placed on all barges, tugs, and similar large vessels wherever and whenever there is a potential for manatees to be crushed between two moored vessels. The bumpers shall provide a minimum stand-off distance of four feet.

(2) If a manatee(s) and/or sea turtle(s) are sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the Contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. If a manatee is closer than 50 feet to moving equipment or the project area, the equipment shall be shut down and all construction activities shall cease within the waterway to ensure protection of the manatee. Construction activities shall not resume until the manatee has departed the project area.

(3) Dredging operations shall cease if 3 turtles or 2 endangered turtles are taken until the Contracting Officer notifies the Contractor to resume dredging.

c. Manatee Monitoring (Clamshell and Backhoe Excavators Only): During clamshell or backhoe dredging operations, a dedicated observer shall monitor for the presence of manatees. The dedicated observer

shall have experience in manatee observation and be equipped with polarized sunglasses to aid in observing. If manatees are present, the observer shall document all activities with the use of a video camera with the capabilities of video taping at night. The video tape shall have date/time signature and record all manatee movements in the construction area and note any reactions to turbidity, sound, and light. Nighttime lighting of waters within and adjacent to the work area shall be illuminated, using shielded or low-pressure sodium-type lights, to a degree that allows the dedicated observer to sight any manatee on the surface within 200 feet of the operation. The dredge operator shall gravity-release the clamshell bucket only at the water surface, and only after confirmation that there are no manatees within the safety distance identified in the standard construction conditions.

The Contractor shall forward 3 copies to Chief, Environmental Branch, P.O. Box 4970, Jacksonville, Florida, 32232-0019, within 10 days of completion of the dredging.

d. Manatee Signs: Prior to commencement of construction, each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8-1/2" x 11" reading, "CAUTION: MANATEE HABITAT/IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA." In the absence of a vessel, a temporary 3' x 4' sign reading "CAUTION: MANATEE AREA" shall be posted adjacent to the issued construction permit. A second temporary sign measuring 8-1/2" x 11" reading "CAUTION: MANATEE HABITAT. EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION" shall be posted at the dredge operator control station and at a location prominently adjacent to the issued construction permit. The Contractor shall remove the signs upon completion of construction. Sample Manatee Caution Signs are on the web site indicated in the paragraph CONSTRUCTION FORMS AND DETAILS below.

3.1.5.2 Endangered Species Observers (Hopper Dredge Only)

During dredging operations, an observer approved by the National Marine Fisheries Service (NMFS) for sea turtles, dolphins, and whales shall be aboard to monitor for the presence of the species. During transit to and from the disposal area, the observer shall monitor from the bridge during daylight hours for the presence of endangered species, especially the right whale, during the period December through March. During dredging operations, the observer shall monitor the inflow screening for turtles and/or turtle parts.

a. Observation Sheets: The results of the monitoring shall be recorded on the appropriate observation sheet. An observation sheet shall be completed for each dredging cycle whether or not sea turtle or sea turtle parts are present. Sample observation sheets are on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below.

b. Endangered Species Observer(s): NMFS-approved firms shall provide and manage the endangered species observer(s). A list of acceptable firms can be obtained by contacting NMFS Chief of Office of Protective Species in St. Petersburg, Florida at 727-570-5312. The

trained observer(s) shall require quarters on board the dredge.

3.1.5.3 Manatee, Sea Turtle, Dolphin and Whale Sighting Reports

Any take concerning a manatee, sea turtle, or whale or sighting of any injured or incapacitated manatees, sea turtles, dolphin, or whales shall be reported immediately to the Corps of Engineers. The order of contact within the Corps of Engineers shall be as follows:

Order of Contact of Corps Personnel for Dredging
Contractor to Report Endangered Species Death or Injury

<u>Title</u>	<u>Telephone Number</u>	
	<u>Work Hours</u>	<u>After Hours</u>
Corps, Inspector	On site	Lodging Location
Mr. George Cooper, Area Engineer, (CESAJ-CO-W)	561-626-5299	To be Provided
Mr. Loren Mason Chief, Environmental Branch, Planning Division (CESAJ-PD-E)	904-232-2168	To be Provided
Mr. Jim W. Jeffords, Jr., Chief, Operations Branch, Construction- Operations Division (CESAJ-CO-C)	904-232-1123	To be Provided
Mr. John Adams, Interim Chief, Construction-Operations Division (CESAJ-CO)	904-232-1122	To be Provided

A copy of the incidental take report shall be provided within 24 hours of the incident. The Contractor shall also immediately report any collision with and/or injury to a manatee to the Fish and Wildlife Conservation Commission "Manatee Hotline" 1-888-404-FWCC as well as the U.S. Fish and Wildlife Service, Vero Beach Field Office 772-562-3909 for South Florida.

3.1.5.4 Disposition of Turtles or Turtle Parts

Positively identified turtle parts shall be disposed of in accordance with the direction of the Contracting Officer. Turtle parts which cannot be positively identified on board the dredge or barge(s) shall be preserved by the observer(s) for later identification. Observer(s) shall measure, weigh, tag, and release any uninjured turtles incidentally taken by the dredge. Observer(s) (or their authorized representative) shall transport, as soon as possible, any injured turtles to a rehabilitation facility such as Sea World at Orlando, Florida.

3.1.5.5 Report Submission

The Contractor shall maintain a log detailing all incidents, including sightings, collisions with, injuries, or killing of manatees, sea turtles, or whales occurring during the contract period. The data shall be recorded on forms provided by the Contracting Officer (sample forms are on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below). All data in original form shall be forwarded directly to Chief, Environmental Branch, P. O. Box 4970, Jacksonville, Florida, 32232-0019, within 10 days

of collection and copies of the data shall be supplied to the Contracting Officer. Following project completion, a report summarizing the above incidents and sightings shall be submitted to the following:

Florida Fish and Wildlife Conservation Commission
Bureau of Protected Species Management
620 South Meridian Street
Tallahassee, Florida 32399-1600

Chief, Environmental Branch
U.S. Army Corps of Engineers (CESAJ-PD-E)
P.O. Box 4970
Jacksonville, Florida 32232-0019

Area Engineer, George Cooper
U.S Army Corps of Engineers (CESAJ-CO-G)
South Florida Area Office
4400 PGA Boulevard, Suite 203
Palm Beach Gardens, FL 33410

U.S. Fish and Wildlife Service
1339 20th Street
Vero Beach, Florida 32960-3559

National Marine Fisheries Service
Protected Species Management Branch
9721 Executive Center Drive
St. Petersburg, Florida 33702

3.1.5.6 Hopper Dredge Equipment

Hopper dredge drag heads shall be equipped with rigid sea turtle deflectors which are rigidly attached. No hopper dredging shall be performed by a hopper dredge without an installed turtle deflector device approved by the Contracting Officer. Sample Turtle Deflector Design Details are on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below.

a. Deflector Design:

(1) The leading vee-shaped portion of the deflector shall have an included angle of less than 90 degrees. Internal reinforcement shall be installed in the deflector to prevent structural failure of the device. The leading edge of the deflector shall be designed to have a plowing effect of at least 6" depth when the drag head is being operated. Appropriate instrumentation or indicator shall be used and kept in proper calibration to insure the critical "approach angle". (Information Only Note: The design "approach angle" or the angle of lower drag head pipe relative to the average sediment plane is very important to the proper operation of a deflector. If the lower drag head pipe angle in actual dredging conditions varies tremendously from the design angle of approach used in the development of the deflector, the 6" plowing effect does not occur. Therefore, every effort should be made to insure this design "approach angle" is

maintained with the lower drag pipe.)

(2) If adjustable depth deflectors are installed, they shall be rigidly attached to the drag head using either a hinged aft attachment point or an aft trunnion attachment point in association with an adjustable pin front attachment point or cable front attachment point with a stop set to obtain the 6" plowing effect. This arrangement allows fine-tuning the 6" plowing effect for varying depths. After the deflector is properly adjusted there shall be NO openings between the deflector and the drag head that are more than 4" by 4".

b. In Flow Basket Design:

(1) The Contractor shall install baskets or screening over the hopper inflow(s) with no greater than 4" x 4" openings. The method selected shall depend on the construction of the dredge used and shall be approved by the Contracting Officer prior to commencement of dredging. The screening shall provide 100% screening of the hopper inflow(s). The screens and/or baskets shall remain in place throughout the performance of the work.

(2) The Contractor shall install and maintain floodlights suitable for illumination of the baskets or screening to allow the observer to safely monitor the hopper basket(s) during non-daylight hours or other periods of poor visibility. Safe access shall be provided to the inflow baskets or screens to allow the observer to inspect for turtles, turtle parts or damage.

c. Hopper Dredge Operation:

(1) The Contractor shall operate the hopper dredge to minimize the possibility of taking sea turtles and to comply with the requirements stated in the Incidental Take Statement provided by the National Marine Fisheries Service in their Biological Opinion.

(2) The turtle deflector device and inflow screens shall be maintained in operational condition for the entire dredging operation.

(3) When initiating dredging, suction through the drag heads shall be allowed just long enough to prime the pumps, then the drag heads must be placed firmly on the bottom. When lifting the drag heads from the bottom, suction through the drag heads shall be allowed just long enough to clear the lines, and then must cease. Pumping water through the drag heads shall cease while maneuvering or during travel to/from the disposal area.

(Information Only Note: Optimal suction pipe densities and velocities occur when the deflector is operated properly. If the required dredging section includes compacted fine sands or stiff clays, a properly configured arrangement of teeth may enhance dredge efficiency which reduces total dredging hours and "turtle takes." The operation of a drag head with teeth must be monitored

for each dredged section to insure that excessive material is not forced into the suction line. When excess high-density material enters the suction line, suction velocities drop to extremely low levels causing conditions for plugging of the suction pipe. Dredge operators should configure and operate their equipment to eliminate all low level suction velocities. Pipe plugging in the past was easily corrected, when low suction velocities occurred, by raising the drag head off the bottom until the suction velocities increased to an appropriate level. Pipe plugging cannot be corrected by raising the drag head off the bottom. Arrangements of teeth and/or the reconfiguration of teeth should be made during the dredging process to optimize the suction velocities.)

(4) Raising the drag head off the bottom to increase suction velocities is not acceptable. The primary adjustment for providing additional mixing water to the suction line should be through water ports. To insure that suction velocities do not drop below appropriate levels, the Contractor's personnel shall monitor production meters throughout the job and adjust primarily the number and opening sizes of water ports. Water port openings on top of the drag head or on raised stand pipes above the drag head shall be screened before they are utilized on the dredging project. If a dredge section includes sandy shoals on one end of a tract line and mud sediments on the other end of the tract line, the Contractor shall adjust the equipment to eliminate drag head pick-ups to clear the suction line.

(5) Near the completion of each payment section, the Contractor shall perform sufficient surveys to accurately depict those portions of the acceptance section requiring cleanup. The Contractor shall keep the drag head buried a minimum of 6 inches in the sediment at all times. Although the over depth prism is not the required dredging prism, the Contractor shall achieve the required prism by removing the material from the allowable over depth prism.

(6) During turning operations the pumps must either be shut off or reduced in speed to the point where no suction velocity or vacuum exists.

(7) These operational procedures are intended to stress the importance of balancing the suction pipe densities and velocities in order to keep from taking sea turtles. The Contractor shall develop a written operational plan to minimize turtle takes and submit it as part of the Environmental Protection Plan.

(8) The Contractor must comply with all requirements of this specification and the Contractor's accepted Environmental Protection Plan. The contents of this specification and the Contractor's Environmental Protection Plan shall be shared with all applicable crew members of the hopper dredge.

3.1.5.7 Recording Charts for Hopper Dredge(s)

All hopper dredge(s) shall be equipped with recording devices for each drag head that capture real time, drag head elevation, slurry density, and at least two of the following: Pump(s) slurry velocity measured at the output side, pump(s) vacuum, and/or pump(s) RPM. The Contractor shall record continuous real time positioning of the dredge, by plot or electronic means, during the entire dredging cycle including dredging area and disposal area. Dredge location accuracy shall meet the requirements of the latest version of COE EM 1110-1-1003. A copy of the EM can be downloaded from the following web site:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em.htm>. The recording system shall be capable of capturing data at variable intervals but with a frequency of not less than every 60 seconds. All data shall be time correlated to a 24 hour clock and the recording system shall include a method of daily evaluation of the data collected. Data shall be furnished to the Contracting Officer for each day's operation on a daily basis. A written plan of the method the Contractor intends to use in order to satisfy these requirements shall be included with the Contractor's Quality Control Plan.

3.1.5.8 Sea Turtle Risk Assessment (For Hopper Dredges Only)

a. Sea Turtle Trawling and Relocation: A sea turtle risk assessment survey shall be conducted following the take of two sea turtles or one endangered sea turtle and continue until directed by the Contracting Officer. The results of each trawl shall be recorded on Sea Turtle Trawling Report on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. A final report shall be prepared and submitted to the Contracting Officer prior to re-commencement of dredging summarizing the results of the survey (with all forms and including total trawling times, number of trawls and number of captures). Any turtles captured during the survey shall be measured and tagged in accordance with standard biological sampling procedures with sampling data recorded on Sea Turtle Tagging and Relocation Report on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. Any captured sea turtles shall be relocated south of the work area at least 3 miles from the location recorded on the Sea Turtle Tagging and Relocation Report form. If the Contractor proposes to use a hopper dredge for the maintenance dredging portion of this contract, he shall include the costs of a total of 14 days (24-hour days) trawling in the contract unit price for excavation, on all excavation line items where a hopper dredge will be used. Cost for trawling shall include mobilization, demobilization, labor, equipment, and materials needed to perform 14 days of continuous trawling.

b. Sea Turtle Trawling Procedures: An approved sea turtle trawling and relocation supervisor shall provide researchers and nets to capture and relocate sea turtles, shall conduct Sea Turtle Risk Assessment Survey, and shall conduct any initiated sea turtle trawling. Turtles shall be captured with trawl nets to determine their relative abundance in the channel during dredging. Methods and equipment shall be standardized including data sheets, nets, trawling direction to tide, length of station, length of tow, and number of tows per station. Data on each tow shall be recorded using Sea Turtle Trawling Report on the

web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. The trawler shall be equipped with two 60-foot nets constructed from 8-inch mesh (stretch) fitted with mud rollers and flats as specified in Turtle Trawl Nets Specifications appended to the end of this Section. Paired net tows shall be made for 10 to 12 hours per day or night. Trawling shall be conducted with the tidal flow using repetitive 15-30 minute (total time) tows in the channel. Tows shall be made in the center, green and red sides of the channel such that the total width of the channel bottom is sampled. Positions at the beginning and end of each tow shall be determined from GPS Positioning equipment. Tow speed shall be recorded at the approximate midpoint of each tow. Refer to COE EM 1110-1-1003, paragraph 5.3 and Table 5-1, for acceptable GPS criteria.

c. Water Quality and Physical Measurements: Water temperature measurements shall be taken at the water surface each day using a laboratory thermometer. Weather conditions shall be recorded from visual observations and instruments on the trawler. Weather conditions, air temperature, wind velocity and direction, sea state-wave height, and precipitation shall be recorded on the Sea Turtle Trawling Report on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. High and low tides shall be recorded.

d. Initiation of Trawling: Initiate trawling if three turtles are taken. The Contractor must initiate trawling and relocation activity in the dredging area within 8 hours of the occurrence of the take. Trawling shall continue until suspended by the Contracting Officer.

e. Approved Trawling Supervisor: Trawling shall be conducted under the supervision of a biologist approved by the NMFS. A letter of approval from NMFS shall be provided to the Contracting Officer prior to commencement of trawling.

f. Turtle Excluder Devices: Approval for trawling for sea turtles without Turtle Excluder Devices (TEDs) must be obtained from NMFS. Approval for capture and relocation of sea turtles must be obtained from the Florida Fish and Wildlife Conservation Commission (FF&WCC). Approvals must be submitted to the Contracting Officer prior to trawling.

g. Report Submission: Following completion of the project, a copy of the Contractor's log regarding sea turtles shall be forwarded to the Chief, Environmental Branch and the Area Engineer, within 10 working days.

3.1.5.9 Hardground/Reef Seagrass Protection

Existing hardground/reef seagrass areas within the Contractor's work area will be so designated on the contract drawings and precaution will be taken to preserve these resources as they existed prior to construction. The Contractor shall install all protection for these resources so designated on the drawings and shall be responsible for their preservation during this contract. Pipelines will be placed only in approved areas and anchoring

will be permitted in sandy areas only. Pipeline will be monitored for leaks. Any leaks that develop shall be repaired immediately, especially over hardgrounds/reefs, and the pumpout operations shall be shutdown until repairs are completed.

3.1.5.10 Blasting

If blasting is proposed during the period of 1 November through 31 March, significant operational delays ~~should~~may be expected due to the increased likelihood of manatees being present within the project area. If possible, avoid scheduling proposed blasting during the period from 1 November through 31 March.

In the area where blasting ~~could occur or any area where blasting is required to obtain channel design depth~~, the following marine mammal (manatees and dolphins) and turtle protection measures shall be employed, before, during and after each blast:

a. The Florida Fish and Wildlife Conservation Commission (FWC), the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) must review a Blasting Proposal prior to any blasting activities. This blasting proposal must include information concerning a watch program and details of the blasting events. This information must be submitted at least 30 days prior to the proposed date of the blast(s) to the following addresses:

- (1) DOW-BPS, 620 South meridian Street, Tallahassee, FL 32399-1600
- (2) NMFS-PR2, 1315 East West Highway, Silver Spring, MD 20910
- (3) U.S. Fish and Wildlife Service; 1339 20th Street; Vero Beach, FL 32960-3559
- (4) NMFS-SERO-Protected Species Management Branch, 9721 Executive Center Drive, St. Petersburg, FL 33702

b. It shall include at least the following information:

- (1) A list of the observers, their qualifications, and positions for the watch, including a map depicting the proposed locations for boat or land-based observers.
- (2) The amount of explosive charge proposed, the explosive charge's equivalency in TNT, how it will be executed (depth of drilling, stemming, in-water, etc.), a drawing depicting the placement of the charges, size of the safety radius and how it will be marked (also depicted on a map), tide tables for the blasting event(s), and time tables (days and times) for blasting event(s).

c. For each explosive charge placed, detonation will not occur if a marine mammal or sea turtle is known to be (or based on previous sightings, may be) within a circular area around the detonation site with the following radius, known as the Danger Zone:

$r = 260 \text{ times the cube root of the weight per delay of the explosive charge in pounds (tetryl or TNT)}$

Additionally, aerial/vessel surveys will be conducted with the "Safety Zone" as calculated below:

$r = 520$ times the cube root of the weight per delay of ~~the~~ explosive charge in pounds (tetryl or TNT)

r = radius of the danger zone in feet.

d. The watch program shall begin at least one hour prior to the scheduled start of blasting to identify the possible presence of manatees, dolphins, marine turtles or whales (in the nearshore and offshore areas). The watch program shall continue until at least one half-hour after detonations are complete.

e. The watch program shall consist of a minimum of six observers. Each observer shall be equipped with a two-way radio that shall be dedicated exclusively to the watch. Extra radios should be available in case of failures. All of the observers shall be in close communication with the blasting subcontractor in order to halt the blast event if the need arises. If all observers do not have working radios and cannot contact the primary observer and the blasting subcontractor during the pre-blast watch, the blast shall be postponed until all observers are in radio contact. Observers will also be equipped with polarized sunglasses, binoculars, a red flag for backup visual communication, and a sighting log with a map to record sightings. All blasting events will be weather dependent. Climatic conditions must be suitable for optimal viewing conditions, determined by the observers.

f. The watch program shall include a continuous aerial survey to be conducted by aircraft. The event shall be halted if an animal(s) is spotted within 500 feet of the perimeter of the danger zone. An "all-clear" signal must be obtained from the aerial observer before detonation can occur. The blasting event shall be halted immediately upon request of any of the observers. If animals are sighted, the blast event shall not take place until the animal(s) moves out of the area under its own volition. Animals shall not be herded away or harassed into leaving. Specifically, the animals must not be intentionally approached by project watercraft. If the animal(s) is not sighted a second time, the event may resume 30 minutes after the last sighting.

g. The observers and contractors shall evaluate any problems encountered during blasting events and logistical solutions shall be presented to the Contracting Officer. Corrections to the watch shall be made prior to the next blasting event. If any one of the aforementioned conditions is not met prior to or during the blasting, the watch observers shall have the authority to terminate the blasting event, until resolution can be reached with Contracting Officer. The Contracting Officer will contact FWC, USFWS and NMFS.

h. If an injured or dead marine mammal or marine turtle is sighted after the blast event, the watch observers shall contact the Corps of Engineers and the Corps of ~~engineers~~ Engineers will contact the resource

agencies at the following phone numbers:

- (1) FWC through the Manatee Hotline: 1-888-404-FWCC and 850-922-4300.
- (2) USFWS Vero Beach: 772-572-3909.
- (3) NMFS SERO-PRD: 772-570-5312.

The observers shall maintain contact with the injured or dead mammal or sea turtle until authorities arrive. Blasting shall be postponed until consultations are completed and determinations can be made of the cause of injury or mortality. If blasting injuries are documented, all demolition activities shall cease. The Corps will then submit a revised plan to FWC, NMFS and USFWS for review.

i. Within 14 days after completion of all blasting events, the primary observer shall submit a report to the Corps, who will provide it to FWC, NMFS and USFWS providing a description of the event, number and location of animals seen and what actions were taken when animals were seen. Any problems associated with the event and suggestions for improvements shall also be documented in the report.

3.1.6 Seagrass Protection Measures

a. The Contractor shall instruct all personnel associated with the project of the presence of seagrasses, especially the Federally-listed threatened Johnson's Seagrass (*Halophlia johnsonii*), and the need to avoid contact with seagrasses.

b. All construction personnel shall be advised that there are civil and criminal penalties for harming or destroying seagrasses, especially Johnson's Seagrass which is protected under the Endangered Species Act of 1973, as amended. The Contractor may be held responsible for any seagrasses harmed or destroyed due to construction activities.

c. The Contractor shall not anchor, place pipeline, or stage equipment in a manner that will cause any damage to seagrasses or hardbottoms. In addition, the assumed angle of repose shown in the plans shows average or typical assumed slopes and is not intended to authorize direct impacts to existing seagrass or hardbottoms located adjacent to the channel during dredging operations. Anchoring, placing pipeline, or staging equipment shall avoid these sensitive areas. If such activities cannot be done without affecting these sensitive areas, the activities shall cease and the Contracting Officer and Chief, Environmental Branch (904-232-1010) shall be immediately notified (no later than the morning following the next working day if the incident occurs after normal working hours). Any actual or potential incident involving damage to, or disturbance of, seagrasses or hardbottoms shall be reported.

3.1.7 Protection of Air Resources

The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes and work operated or performed by the

Contractor in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida (Florida Statute, Chapter 403 and others and Chapters 200 series of the FAC) and all Federal emission and performance laws and standards, including the U.S. Environmental Protection Agency's Ambient Air Quality Standards. Information regarding Florida Statutes can be obtained from the following web sites:

<http://www.dep.state.fl.us/ogc/documents/statutes/text/403.doc>;

<http://www.dep.state.fl.us/ogc/documents/rules/aiur/62-213.doc>; and,

<http://www.dep.state.fl.us/ogc/documents/rules/mainrule.htm>.

3.1.7.1 Particulates

Particulates, such as dust, shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and work areas within or outside the project boundaries free from particulates that would cause air pollution standards to be exceeded or that would cause a hazard or nuisance. The Contractor shall have the necessary equipment and approved methods to control particulates as the work proceeds and before a problem develops.

3.1.7.2 Burning

All burning shall be subject to State and local requirements, including requirements for burn permits and bans during certain conditions such as droughts.

3.1.7.3 Odors

Odors shall be controlled at all times for all construction activities.

3.1.8 Protection of Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise.

3.2 POSTCONSTRUCTION CLEANUP

The Contractor shall clean up any area(s) used for construction.

3.3 PRESERVATION AND RESTORATION OF LANDSCAPE AND MARINE VEGETATION DAMAGES

The Contractor shall restore all landscape features and marine vegetation damaged or destroyed during construction operations outside the limits of the approved work areas. The Contractor shall contact the COR if landscape features and marine vegetation is damaged or destroyed during construction operations. Such restoration shall be a part of the Environmental Protection Plan as defined in subparagraph "Environmental Protection Plan" of paragraph SUBMITTALS above. This work shall be accomplished at the Contractor's expense.

3.4 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.5 CONSTRUCTION FORMS AND DETAILS

From the Jacksonville District Home Page, click the links ORGANIZATIONS, ENGINEERING, then CONSTRUCTION FORMS AND DETAILS. See web site address www.saj.usace.army.mil/cadd/end/construction_forms_and_details.htm.

-- End of Section --

described in the latest edition of "Standard Methods" published by the American Public Health Association (APHA), American Waterworks Association (AWWA), and Water Pollution Control Federation (WPCF), and other current techniques recognized by the scientific community and approved by the Jacksonville District, Corps of Engineers. Samples obtained for turbidity analysis shall be analyzed within 30 minutes of collection. Samples shall be taken with a sampler obtaining samples uncontaminated by water from any other depth.

3.1.1.1 Turbidity Monitoring Equipment

Monitoring required for turbidity shall be measured in Nephelometric Turbidity Units (NTU) using a standard Nephelometer. Global Positioning System (GPS) is also required to record sampling stations.

3.1.2 Dredging and Disposal Locations

Routine monitoring shall occur at the following locations:

3.1.2.1 Station Descriptions

a. Station 1 (Compliance Turbidity): No more than 150, 350, 700 and 1,000 meters downcurrent of the dredge or point of discharge and in the direction of any visible plume, but not beyond the edge of the nearest seagrass bed/hardbottom area. See paragraph "Notification" of this section regarding turbidity exceedance.

b. Station 2 (Background Turbidity): At least 300 meters upcurrent from the dredge or point of discharge and outside of any turbidity generated by the project.

3.1.2.2 Turbidity

Samples to be analyzed for turbidity shall be taken twice daily (one between the hours of 12 midnight and 12 noon and the other between 12 noon and 12 midnight) at least 4 hours apart at surface and mid-depth at the following locations. Additional sampling shall be performed when the Contracting Officer determines that there may be non-compliance with water quality standards.

a. Dredging Site Compliance at Station 1

b. Dredging Site Background at Station 2

3.2 TURBIDITY TESTS

3.2.1 Calibration Standard

The Contractor shall provide the Government with a certification, attesting to the accuracy of his testing equipment and procedure. The Contractor shall also provide the Contracting Officer with a duplicate of the standard used to calibrate his testing instrument as well as a complete set of operating instructions for the turbidity testing equipment. The Contractor and the Contracting Officer will use this standard throughout the project

to maintain the calibration of the equipment. Whenever there is doubt as to the adequacy of the testing or validity of the results, the Contracting Officer may direct that additional tests be performed at no additional cost to the Government.

3.2.2 Reporting

The monitoring data shall be recorded on summary forms that contain the pertinent information in the following paragraphs. Example forms are on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. Other data shall be submitted in the form supplied by the laboratory chosen to do the analysis. All data shall be forwarded (preferably electronically) to the Contracting Officer, Environmental Branch (CESAJ-PD-E), and FDEP within 24 hours of collection. Electronic mail addresses of the Corps and FDEP personnel to receive these reports are provided below. Reports shall be provided in a common format such as Excel Spreadsheet (.xls) files, Word (.doc) files, and Web Graphics (Joint Photographic Group or .jpg) files.

NAME	ORGANIZATION	E-MAIL ADDRESS
George Cooper	USACE COR	john.g.cooper@usace.army.mil
Paul Karch	USACE COR	paul.j.karch@usace.army.mil
Martin Seeling	FDEP	Martin.Seeling@dep.state.us.fl

3.2.2.1 Report Contents

- a. Permit application number.
- b. Dates of sampling and analysis.
- c. A statement describing the methods used in collection, handling, storage, and quality control methods used in the analysis of the samples.
- d. A map indicating the sampling location and plume configuration, if any.
- e. A map plotting the dredge location during each traverse through the borrow area. This map can be combined with the map indicating the sampling location.
- f. A statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, and accuracy of the data.
- g. Results of the analyses.
- h. A description of any factors influencing the dredging or disposal operation or the sampling program. Reports shall be furnished daily even when no sampling is conducted. When sampling is not conducted, a brief statement shall be given in the report explaining the reason for not conducting the sampling, such as "dredge not working due to mechanical problems" or "no sampling taken due to high seas".
- i. State plane coordinates (x and y) shall be provided for all sampling stations along with the coordinates of the dredge and discharge pipe and the distance between the sampling station and dredge/discharge pipe for each sampling event.

3.2.2.2 Monitoring Reports

Monitoring reports shall also include the following information for each day that samples are taken:

- a. Time of day and date samples were taken.
- b. Depth of water body.
- c. Depth of sample.
- d. Antecedent weather conditions.
- e. Tidal stage and direction of flow.
- f. Dredge or disposal location (station location and map).
- g. Water sample location.
- h. Wind direction and velocity.

3.2.2.3 Notification

If turbidity exceeds background levels by more than 29 NTU at 150 m ~~and or~~ 0 NTU at 1,000 m, the Contractor shall immediately notify Chief, Environmental Branch at 904-232-1010 and the Contracting Officer, or on the morning of the following work day if it occurs after normal work hours. In addition, all dredging or disposal activity shall cease immediately and all measures to reduce turbidity shall be taken. Dredging or disposal shall not resume until corrective measures have been taken and turbidity has returned to acceptable levels as determined by proper testing described in subparagraph "Dredging and Disposal Locations" above. Turbidity samples taken at 350 and 700 meters are for information only.

3.3 WORK DELAY

Delays in work due to the fault or negligence of the Contractor or the Contractor's failure to comply with this specification shall not be compensable. Any adjustments to the contract performance period or price that are required as a result of compliance with this section shall be made in accordance with the provisions of the Clause SUSPENSION OF WORK of Section 00700 CONTRACT CLAUSES.

3.4 CONSTRUCTION FORMS AND DETAILS

From the Jacksonville District Home Page, click the links ORGANIZATIONS, ENGINEERING, then CONSTRUCTION FORMS AND DETAILS. See web site address www.saj.usace.army.mil/cadd/end/construction_forms_and_details.htm.

-- End of Section --

within one work day providing information in paragraph "Notification" below. Complete Accident Investigation Report (ENG FORM 3394) and provide completed report to Contracting Officer within 5 work days of accident. For fatal accident, over \$200,000 damage, three or more persons hospitalized, or any accident which may result in adverse publicity to Corps Of Engineers, immediately notify Contracting Officer's Representative and District Safety Office using phone and fax numbers provided at Preconstruction Conference. Submit completed ENG 3394 as soon as possible after initial phone or fax notification. Accident Investigation Report form (ENG FORM 3394) and instructions for completing form are at <http://www.usace.army.mil/inet/usace-docs/forms/>.

1.21.3 Notification

Notify Contracting Officer with following information:

- Contractor Name
- Contract Number and Title
- Type of contract
- Location where accident occurred
- Date and time of accident
- Names of personnel injured
- Extent of injury and property damage
- A brief description of accident (to include type of construction equipment used, PPE used, etc.).

1.21.4 Monthly Exposure Report

Submit a monthly exposure report to Contracting Officer. Exposure report is a total of employee-hours worked each month for all site workers, both prime and subcontractor.

1.21.5 Crane Notification

Notify Contracting Officer at least 10 working days prior to bringing crane equipment on-site so Contracting Officer may arrange for additional quality assurance checks.

1.22 BLASTING

1.22.1 General

The Contractor ~~should expect~~ is advised that ~~blasting to be~~ required for removal of rock, and should therefore submit his proposal accordingly. ~~If~~ When blasting is to be used to fragment material for its removal to achieve the bottom depths and widths shown on the drawings, the Contractor's blasting methods shall be in accordance with the procedures specified herein.

1.22.2 GLOSSARY OF EXPLOSIVES AND BLASTING TERMS

AIR-OVERPRESSURE (AIR BLAST) - The pulsating pressure changes above and below ambient air pressure generated by an explosion. Its spectrum includes both audible noise and low frequency concussion.

472, 61G17

TRI-SERVICE STANDARDS (TSS)

TSS

(2001) A/E/C CADD Standards

1.3 RELATED WORK SPECIFIED ELSEWHERE

1.3.1 Blasting

Extensive drilling and blasting shall be required for the ~~most economical~~ excavation of the rock. Areas to be blasted are designated on the contract plans as "construction dredging" and include Fisherman's Channel, Lummus Island Turning Basin and Dodge Island Berthing Area. Except as specifically noted below, blasting shall conform to the requirements of paragraph BLASTING of Section 01525 GENERAL SAFETY REQUIREMENTS. For the maintenance dredging portion of this project, dredging of in-situ rock, if encountered, is not required. The location of any in-situ rock above grade and within the maintenance areas shall be reported to the Contracting Officer.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Notice of Intent to Dredge

Prior to commencement of work on this contract, the Contractor shall notify the Commander, Seventh Coast Guard District of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least two weeks prior to the commencement of this dredging operation. A copy of the notification shall be provided to the Contracting Officer.

Relocation of Navigation Aids

The Contractor shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation. Within 7 calendar days following receipt of Notice of Award, the Contractor shall notify the Commander, Seventh Coast Guard District, Miami, Florida, of his plan to dredge adjacent to any aids which require relocation to facilitate dredging. The notification shall be sent via Fax to 305-415-6757, ATTN: Mr. Joe Embres. This notification shall be immediately followed by a formal written request with a copy to the Contracting Officer. The Contractor shall also contact the U.S.