RFP No. DACA17-03-R-0012

US Army Corps
of Engineers
Jacksonville District

Key West Harbor Dredging, 34-Foot Project, Main Ship Channel, Cut-A, Cut-B, Cut-C and Truman Harbor

Monroe County, Florida

Construction Solicitation and Specifications

VALUE ENGINEERING

INCREASE PROFITS
SUBMIT VECP'S

7 July 2003 VOLUME 1 OF 1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	33

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0002	08-Aug-2003		

6. ISSUED BY CODE DACW17

USA ENGINEER DISTRICT, JACKSONVILLE
PRUDENTIAL OFFICE BLDG
701 SAN MARCO BLVD
CESAJ-CT
JACKSONVILLE FL 32207-8175

7. ADMINISTERED BY (If other than item 6) CODE DACW17

SOUTH FLORIDA AREA OFFICE
CONOPS-S FLA AREA OFFICE 4400 PGA BOULEVA
PALM BEACH GARDENS FL 33410

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

CODE FACILITY CODE

X	9A. AMENDMENT OF SOLICITATION NO. DACA17-03-R-0012
X	9B. DATED (SEE ITEM 11) 07-Jul-2003
	10A. MOD. OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] 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 1 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 [ ] is not, [ ] 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.)

Key West Harbor Dredging, 34-Foot Project, Main Ship Channel, Cut-A, Cut-B, Cut-C, and Truman Harbor.

14.A. Closing date is hereby changed from August 13 to August 22, 2003 @ 2:00 PM.

14.B. Section 00010, delete the Standard Form(SF) 1442 and replace with the amended SF-1442, changing Blocks 10, 11, and 13.

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 (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

14.C. DESCRIPTIVE CHANGES TO SPECIFICATIONS:

14.C.(1) Asterisks appear before and after the line or lines where revisions have been made to the text on the enclosed revised pages and pertain only to the changes made by this amendment except where the reverse side of a page has been previously amended; however, these can be identified by the amendment number opposite the page number at the bottom of each page.

14.C.(2) Some specification revisions include additions with underlined text or deletions with line/cross-outs.

14.C.(3) 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 asterisks, underlining or line/cross-outs.

14.D. SECTION 00010 - SOLICITATION, OFFER, AND AWARD

14.D.(1) The required response date/time has changed from 13-Aug-2003 02:00 PM to 22-Aug-2003 02:00 PM.

14.D.(2) The contractor period of performance begin date has increased by 30 days from 30 days to 60 days.

14.D.(3) The contractor period of performance end date has increased by 340 days from 390 days to 730 days.

14.D.(4) Block 10, The required performance has changed

14.D.(4)(a) from "DRAWINGS: DO. FILE NO. 21-38,378 dated March 2003 in 20 sheets plus cover" to: "DO. FILE NO. 21-38,378 dated March 2003 in 22 sheets plus cover."

14.D.(4)(b) from: "Note regarding Block 13A below: Sealed offers in original and (SEE SECTION 00100A FOR NUMBER OF COPIES) to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time 13 August 2003 (date)." to: "Note regarding Block 13A below: Sealed offers in original and (SEE SECTION 00100A FOR NUMBER OFCOPIES) to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time 22 August 2003 (date)."

14.D.(5) The following has been deleted: Page 00010-3, DESCRIPTION OF WORK (CONT'D)

14.E.SECTION 00010A - LINE ITEMS & PRICING SCHEDULE: Has been deleted and replace with new Section 00010A, where the following changes have been made:

14.E. (1) The Schedule has been changed to reflect an Alternate A Schedule (Line Items 0001 – 0006, and an Alternate B Schedule (Line Items 0008 – 00013).

14.E. (2) Added to The Schedule is also Line Items 0007 and 0014, Award Fee.

14.F. SECTION 00100, 52.216-1, TYPE OF CONTRACT (APR 1984) is hereby changed from: "a firm-fixed-price" to read:

"52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price with award fee contract resulting from this solicitation.

(End of clause)"

14.G. Insert revised SECTION 00100A - ADDITIONAL PROPOSAL PREPARATION/SUBMISSION INSTRUCTIONS.

14.H. Insert revised SECTION 00100B – EVALUATION FACTORS FOR AWARD.

14.I. SECTION 00800, SPECIAL REQUIREMENTS:

14.I.(1) Add "Award Fee" provision to the index and provisions.
14.I.(2) LIMITATIONS ON SUBSTITUTIONS FOR CERTAIN POSITIONS AND/OR SUBCONTRACTORS: Change in the last sentence

from: "The limitations described herein shall apply to the following positions and/or items of subcontracted work: Project Manager; Project Superintendent; Project Quality Control Engineer; dredging material; transporting dredged material long distances; and protecting environmental resources; therefore, the offeror shall name in its proposal the persons/subcontractors it proposes to use for these positions and/or items of work."

to: "The limitations described herein shall apply to the following positions and/or items of subcontracted work: Dredge Equipment."

14.J. SECTION 00800A, WAGE DETERMINATIONS & OTHER ATTACHMENTS: Add the "Award Fee Plan" to the index and attachments.

14.K. SECTION 01110: On page 3, paragraph 1.3b, line 2, change "45" to "60".

14.L. SECTION 01270: Remove the old Section 01270 and replace it with the new Section 01270.

14.M. SECTION 01355: Remove the old Section 01355 and replace it with the new Section 01355.

14.M. SECTION 01411: Remove Section 01411 in its entirety.

14.N SECTION 01500: Remove the old Section 01500 and replace it with the new Section 01500.

14.O. SECTION 2325: Remove the old Section 02325 and replace it with the new Section 02325.

14.P. DESCRIPTIVE CHANGES TO THE DRAWINGS: The following are descriptive changes to the drawings. Drawings should be adequately marked to indicate that they have been changed.

DRAWING 1/1: Remove Drawing 1/1 and replace it with the new Drawing 1/1.

DRAWING 1/2: Remove Drawing 1/2 and replace it with the new Drawing 1/2.

DRAWING 2/7: Remove Drawing 2/7 and replace it with the new Drawing 2/7.

DRAWING 2/8: Remove Drawing 2/8 and replace it with the new Drawing 2/8.

DRAWING 2/9: Remove Drawing 2/9 and replace it with the new Drawing 2/9.

DRAWING 2/13: Remove Drawing 2/13 and replace it with the new Drawing 2/13.

DRAWING 2/17: Insert the new Drawing 2/17.

DRAWING 2/18: Insert the new Drawing 2/18.

DRAWING 3/1: Remove Drawing 3/1 and replace it with the new Drawing 3/1.

-End of Changes-

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0001	10-Jul-2003		

6. ISSUED BY CODE DACA17	7. ADMINISTERED BY (If other than item 6) CODE
USA ENGINEER DISTRICT, JACKSONVILLE PRUDENTIAL OFFICE BLDG 701 SAN MARCO BLVD CESAJ-CT JACKSONVILLE FL 32207-8175	**See Item 6**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
	X	9A. AMENDMENT OF SOLICITATION NO. DACA17-03-R-0012
	X	9B. DATED (SEE ITEM 11) 07-Jul-2003
		10A. MOD. OF CONTRACT/ORDER NO.
CODE / FACILITY CODE		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [X] 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 1 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 [ ] is not, [ ] 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.)

Key West Harbor Dredging, 34-Foot Project, Main Ship Channel, Cut-A, Cut-B, Cut-C, and Truman Harbor

14.A. Sections 00010 through 00800 which were posted as separate pdf files are hereby incorporated in the specifications as one file. Changes/corrections are noted in the following sections on page 2.

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 (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

14.B. SPECIAL NOTICE: A pre-solicitation meeting and site visit will be conducted on July 23, 2003 in Key West, Florida. Meeting will take place on Navy property; in order to be admitted, reply to this notice with complete legal name, and SSN of all who will be attending no later than 12:00 noon EDT, Friday, July 18, 2003: reply to john.g.cooper@saj02.usace.army.mil, and identify "Key West Dredging Site Visit Attendee" in the subject line. Transportation to Flemming Key disposal site and the Navy Mole Pier will be provided via Navy bus. Photographs will be allowed. Site Visit will start promptly at 9:00 a.m. Attendees shall meet at bldg C-2076 by 9:00 a.m. to board the bus for the site visit. Pre-proposal conference will begin after site visit at Trumbo Point Annex Building C-2076 (This the 6-story tall facility with the large "Fly Navy" sign) in the Trumbo Palms Restaurant, which will be closed for business during the meeting

14.C. Sections 00010, 00100, 00100A, 00100B, 00600, 00700, and 00800, which were posted as individual pdf documents under the Specifications Tab at the following address: https://ebs1.saj.usace.army.mil/ebs/ViewFiles.asp?SolicitationNumber=DACA17-03-R-0012&RegisterOption=True have been incorporated into one pdf file with changes made to the following:

14.C.(1) Table of Contents, Section 00100 – Instructions to Offerors: Section 00320, Geotechnical Data is removed and has a separate Table of Contents.

14.C.(2) 52.236-27 (Alt I) has been revised to state the site visit on July 23, 2003.

14.C.(3) Section 00700: FAR 52.232-32 is not applicable to this solicitation and was removed.

14.C.(4) Section 00700, the following clauses have been added:

14.C.(4)(a) 52.228-5, Insurance – Work on a Government Installation (Jan 1997).

14.C.(4)(b) 252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993).

14.C.(5) Section 00800: 999.236-4030 has been removed, since it is a duplicate of Section 02325, Subpart 1.11, Notice to Mariners – Dredging Contracts; also, 999.223-4026 U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1 is posted separately at the site address above in subparagraph 14.C, and therefore, has been removed from Section 00800. Section 00800A has been removed from 00800.

14.C.(6) Section 00800, Special Requirements, added: 999.228-4000, Required Insurance

14.C.(7) Section 00100: **Delete** Section 00100 in its entirety and **replace** it with the new Section 00100.

14.C.(8) Section 00330: **Delete** Section 00330 in its entirety and **replace** it with the new Section 00330.

14.C.(9) Section 00335: **Delete** Section 00335 in its entirety and **replace** it with the new Section 00335.

14.C.(10) Section 00700: **Delete** Section 00700 in its entirety and **replace** it with the new Section 00700.

14.C.(11) Section 00800: **Delete** Section 00800 in its entirety and **replace** it with the new Section 00800.

14.C.(12) Section 00800A**: Insert** page 00800A-i (Index) before page 00800A-1.

14.D. **DESCRIPTIVE CHANGES TO SPECIFICATIONS:** The following are descriptive changes to the specifications. Specifications should be adequately marked to indicate that they have been changed.

14.D.(1) Asterisks appear before and after the line or lines where revisions have been made to the text on the enclosed revised pages and pertain only to the changes made by this amendment except where the reverse side of a page has been previously amended; however, these can be identified by the amendment number opposite the page number at the bottom of each page.

14.D(2) Some specification revisions include additions with underlined text or deletions with line/cross-outs.

14.D.(3) 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 asterisks, underlining or line/cross-outs.

14.D.(4) Section 00010: On page 3, line 4, **change** ".9 million" to "819,000".

14.D.(5) Section 01110: On page 2, paragraph 1.2.1, line 6, **change** ".9 million" to "819,000".

KEY WEST HARBOR DREDGING, 34-FOOT PROJECT,
MAIN SHIP CHANNEL, CUT-A, CUT-B, CUT-C
AND TRUMAN HARBOR, MONROE COUNTY, FLORIDA

DACA17-03-R-0012

DESIGN AUTHENTICATION

This project was designed by the Jacksonville District, U. S. Army Corps of Engineers. The initials or signatures and registration designations of individuals appear on these project documents within the scope of their employment as required by ER 1110-1-8152.

W. B. Farley

W. B. FARLEY, P.E.
CHIEF, LEVEES & WATERWAYS SECTION
DESIGN BRANCH, ENGINEERING DIVISION

Thomas J. Leicht

THOMAS J. LEICHT, P.E., CHIEF,
DESIGN BRANCH, ENGINEERING
DIVISION

LUIS RUIZ, P.E.
CHIEF, GEOTECHNICAL BRANCH
ENGINEERING DIVISION

for

STEPHEN C. DUBA, P.E.
CHIEF, ENGINEERING DIVISION

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. DACA17-03-R-0012-U0002	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED *(RFP)*	3. DATE ISSUED 07-Jul-2003	PAGE OF PAGES 1 OF 165

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

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

7. ISSUED BY CODE DACA17	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE DACA17
USA ENGINEER DISTRICT, JACKSONVILLE PRUDENTIAL OFFICE BLDG 701 SAN MARCO BLVD CESAJ-CT JACKSONVILLE FL 32207-8175 TEL: FAX:	BY HAND: DELIVER TO "ISSUED BY" ADDRESS BY MAIL: USAED JACKSONVILLE, P O BOX 4970, ATTN: CESAJ-CT JACKSONVILLE FL 32232-0019 TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	DEIDRA W COX	904-232-1215

SOLICITATION

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

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

KEY WEST HARBOR, DREDGING, 34-FOOT PROJECT, MAIN SHIP CHANNEL, CUT-A, CUT-B, CUT-C AND TRUMAN HARBOR, MONROE COUNTY, FLORIDA.

DRAWINGS: DO. FILE NO. 21-38,378 dated March 2003 in 22 sheets plus cover.

DESCRIPTION OF WORK: See Page 00010-3

MAGNITUDE OF CONSTRUCTION: BETWEEN $25,000,000.00 and $100,000,000.00.
THIS SOLICITATION IS UNRESTRICTED. YOU MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION IN ORDER TO RECEIVE AN AWARD FROM THIS SOLICITAITON. CALL 1-888-227-2423.
ALL OFFERS MAILED OR HANDCARRIED MUST BE DEPOSITED IN THE BID DEPOSITORY LOCATED IN CONTRACTING DIVISION PRIOR TO THE TIME SET FOR RECEIPT OF PROPOSALS.

*Note regarding Block 13A below: Sealed offers in original and (SEE SECTION 00100A FOR NUMBER OF COPIES) to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time 22 August 2003 (date).

11. The Contractor shall begin performance within 60 calendar days and complete it within 730 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See* Section 00700 *.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* [X] YES [ ] NO	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and * copies to perform the work required are due at the place specified in Item 8 by 02:00 PM *(hour)* local time 22 Aug 2003 *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [X] is, [ ] is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

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

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item**
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) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY CODE K3M0J00	27. PAYMENT WILL BE MADE BY CODE t0b0200
SOUTH FLORIDA AREA OFFICE USA CORPS OF ENGINEERS ((CESAJ-CO-W) 4400 PGA BLVD, SUITE 203 PALM BEACH GARDENS, FL 33410 (PHONE: 561-626-5299)	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 TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)*	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SECTION 00010A

LINE ITEMS AND PRICING SCHEDULE

KEY WEST HARBOR DREDGING, 34-FOOT PROJECT, MAIN SHIP CHANNEL, CUT-A, CUT-B, CUT-C AND TRUMAN HARBOR, MONROE COUNTY, FLORIDA

LINE ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ALTERNATE A: 36-FOOT REQUIRED DEPTH (35-FOOT IN TRUMAN HARBOR) PLUS I-FOOT ALLOWABLE OVERDEPTH AND USING THE FULL FOOTPRINT SITE ON FLEMING KEY					
0001	MOBILIZATION AND DEMOBILZATION		LUMP SUM		$_____
0002	EXCAVATION, UNCLASSIFIED ACCEPTANCE SECTION 1 THRU 9 (ESTIMATED QTY.)	501,000	CUBIC YARD	$_____	$_____
0003	EXCAVATION, LOOSE SEDIMENT ACCEPTANCE SECTION 10A, 11A, 12A, 13A, 14A, 15A (ESTIMATED QTY.)	137,180	CUBIC YARD	$_____	$_____
0004	EXCAVATION, IN-SITU ROCK ACCEPTANCE SECTION 10B, 11B, 12B, 13B, 14B, 15B (ESTIMATED QTY.)	180,820	CUBIC YARD	$_____	$_____
0005	CONTRACTING OFFICER DIRECTED WORK SITE	30	EACH	$_____	$_____
0006	ENDANGERED SPECIES MONITORING		LUMP SUM		$_____
	TOTAL (LINE ITEMS 0001 THRU 0006)				$_____
0007	AWARD FEE				$1,500,000
ALTERNATE B: 36-FOOT REQUIRED DEPTH (35-FOOT IN TRUMAN HARBOR) PLUS I-FOOT ALLOWABLE OVERDEPTH AND USING THE REDUCED FOOTPRINT SITE ON FLEMING KEY					
0008	MOBILIZATION AND DEMOBILZATION		LUMP SUM		$_____
0009	EXCAVATION, UNCLASSIFIED ACCEPTANCE SECTION 1 THRU 9 (ESTIMATED QTY.)	501,000	CUBIC YARD	$_____	$_____
0010	EXCAVATION, LOOSE SEDIMENT ACCEPTANCE SECTION 10A, 11A, 12A, 13A, 14A, 15A (ESTIMATED QTY.)	137,180	CUBIC YARD	$_____	$_____
0011	EXCAVATION, IN-SITU ROCK ACCEPTANCE SECTION 10B, 11B, 12B, 13B, 14B, 15B (ESTIMATED QTY.)	180,820	CUBIC YARD	$_____	$_____
0012	CONTRACTING OFFICER DIRECTED WORK SITE	30	EACH	$_____	$_____
0013	ENDANGERED SPECIES MONITORING		LUMP SUM		$_____
	TOTAL (LINE ITEMS 0006 THRU 0011)				$_____

LINE ITEMS AND PRICING SCHEDULE

KEY WEST HARBOR DREDGING, 34-FOOT PROJECT, MAIN SHIP CHANNEL, CUT-A, CUT-B, CUT-C AND TRUMAN HARBOR, MONROE COUNTY, FLORIDA

LINE ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
0014	AWARD FEE				$1,500,000

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

(2) SEE SECTION 00100, "INSTRUCTIONS TO OFFERORS".

(3) THE GOVERNMENT RESERVES THE RIGHT TO AWARD EITHER ALTERNATE A OR ALTERNATE B.

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Section 00100 - INSTRUCTIONS TO OFFERORS

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.216-1	Type Of Contract	APR 1984
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	MAY 2002
52.233-2	SERVICE OF PROTEST (AUG 1996) (CESAJ ADAPTATION)	DEC 1999
52.236-27 (Alt I)	SITE VISIT (CONSTRUCTION) (FEB 1995) (ALTERNATE I) (FEB 1995) (CESAJ ADAPTATION)	MAY 2003
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.252-5	Authorized Deviations In Provisions	APR 1984
999.204-1	HAND-DELIVERING OFFERS TO THE PRUDENTIAL OFFICE BUILDING IN JACKSONVILLE	SEP 2002
999.204-4001	DISTRIBUTING SOLICITATION AMENDMENTS	MAY 2000
999.209-4005	SEAGOING BARGE ACT - SPECIAL STANDARD OF RESPONSIBILITY	DEC 1999
999.215-4000	OBTAINING INFORMATION REGARDING THIS SOLICITATION	DEC 1999
999.215-4011	OFFEROR'S CHECKLIST	DEC 1999
999.219-4002	SUBCONTRACTING PLAN GOALS	JAN 2003
999.219-4003	SOURCES FOR ASSISTANCE IN LOCATING SMALL BUSINESS SUBCONTRACTORS	DEC 1999
Section 00100A	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS (TRADE-OFF) (AWARD WITHOUT DISCUSSIONS)	
Section 00100B	EVALUATION FACTORS FOR AWARD (TRADE-OFF) (AWARD WITHOUT DISCUSSIONS	

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

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

(End of provision)

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

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

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

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

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price with award fee contract resulting from this solicitation.

(End of clause)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
30.4%	6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Monroe County, Florida.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002)

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

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

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

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

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996) (CESAJ ADAPTATION)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the person identified in item 10 of the Standard Form 33 (if this solicitation is for non-commercial supplies or services), in item 9A of the Standard Form 1442 (if this solicitation is for construction or dredging), in item 7 of the Standard Form 1449 (if this solicitation is for commercial items), or in item 7 of the DA Form 4069-R (if this solicitation is for work funded by a non-appropriated funds instrumentality) at the address shown in item 7 of the SF 33, item 7 of the SF 1442, item 9 of the SF 1449, or item 5 of the DA Form 4069-R.

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) (ALTERNATE I) (FEB 1995) (CESAJ ADAPTATION)

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

(b) An organized site visit has been scheduled for – July 23, 2003.

(c) Participants will meet at -- (Location will be provided by the contract administration office via telephone. See (d) below.)

(d) Participants should call George Cooper at 561-626-5299 on or before July 22, 2003 to make arrangements.

(e) Core borings are available. (If available, follow the instructions in the Physical Data paragraph in Section 01110 to make arrangements to inspect the borings. Failure to follow the instructions may result in a delay ranging in duration from one hour to 4 days.)

(f) After the site visit, a memorandum summarizing the visit will be posted to the EBS Web page under the solicitation number. This posting will be strictly for informational purposes only. The memorandum will not become a part of the solicitation. If the solicitation needs to be changed as a result of information obtained during the site visit, a written amendment will be made available to all registered vendors. Questions regarding any information given in the memorandum must be directed to the person whose name appears in item 9 of the Standard Form 1442.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

The offer must be delivered to the Jacksonville District's new headquarters in the Prudential Office Building, 701 San Marco Blvd, Jacksonville, FL 32207. Access to this building is controlled by security personnel. Security personnel are neither Government employees nor Government contractor employees. They will accept but will not sign for envelopes at the security desk in the 2nd floor lobby. They will not accept packages at the 2nd floor security desk. Hand-delivered packages larger than letter size must be taken to the building's east dock located at the corner of Main St. and Mary St. For purposes of determining whether an offer is late, delivery into the hands of security personnel (either in the lobby or at the east dock) will not constitute delivery to the Government. In order to ensure delivery to the Government, persons hand-delivering offers should call the contract specialist whose name appears in the solicitation and ask the specialist to send someone to take possession of the offer. Persons hand-delivering offers should take care to arrive at the Prudential Building in sufficient time to permit completion of security requirements and delivery of the offer to the designated office prior to the time set for receipt of offers.

(End of paragraph 999.204-1)

DISTRIBUTING SOLICITATION AMENDMENTS

If this solicitation is posted to the Jacksonville District's Electronic Bid Set (EBS) web site, any amendments issued against the solicitation will be distributed to registered vendors by one of the following methods:
(i) If the solicitation media is CD-Rom and the amendment is substantial enough to require re-issuance of the entire solicitation, a new CD-Rom, with the amendment incorporated, will be sent to all registered vendors.
(ii) If the solicitation media is CD-Rom and the amendment does not require re-issuance of the CD-Rom, the amendment will be posted to the EBS web site in PDF format and registered vendors will be notified via e-mail to download the amendment from the web site. Copies will not be sent by mail, fax, or delivery service.
(iii) If the solicitation media is paper or WWW, the amendment will be posted to the EBS web site in PDF format and registered vendors will be notified via e-mail to download the amendment from the web site. Copies will not be sent by mail, fax, or delivery service.

(End of paragraph 999.204-4001)

SEAGOING BARGE ACT – SPECIAL STANDARD OF RESPONSIBILITY

The Seagoing Barge Act (46 USC 2101 et seq.) applies to this project. Since the contractor will be using plant that requires U.S. Coast Guard certification to comply with this act, the apparently successful offeror shall, within 15 calendar days (or such other period as directed by the Contracting Officer) after bid opening/close of negotiations, submit a copy of said certificate to the Contracting Officer. Failure to produce the certificate within the required time shall be cause for determining the offeror nonresponsible.
(End of paragraph number 999.209-4005)

OBTAINING INFORMATION REGARDING THIS SOLICITATION

Verbal requests for information must be directed to the person whose name appears in item 9 of the SF 1442. Collect calls cannot be accepted. Written requests for explanations must be sent to the person identified in item 9 of the SF 1442 and may be sent via facsimile to 904-232-2748. Inquiries and requests that are directed to any other person may not be relayed to the proper person and, therefore, may not be answered.

(End of paragraph number 999.215-4000)

OFFEROR'S CHECKLIST

The following list should be used by offerors to avoid irregularities that have been noted in previous offers. (CAUTION: PROPOSALS THAT ARE QUALIFIED MAY BE CONSIDERED UNACCEPTABLE. BE CAREFUL!)

1. This list is not exhaustive. You must ensure that your proposal complies with all of the terms and conditions of the solicitation.

2. Have amendments to the solicitation been acknowledged in the space provided on the offer form, and on the envelope containing the offer? If not, acknowledgement must be made prior to the time set for receipt of proposals.
3. Have prices been inserted for all items?
4. Have all prices and computations been checked carefully?
5. Have all changes been made to the pricing schedule if required by an amendment?
6. Is the offer submitted on the latest pricing schedule?
7. Are decimal points in prices in proper places?
8. Have you checked for transposition of figures in prices inserted on the pricing schedule?
9. Is the offer signed by a person who is legally authorized to bind the offeror? Is the offeror's address and phone number included?
10. If the offer is signed by an agent, is legal evidence of his authority included with the proposal?
11. Have the appropriate boxes been checked in all paragraphs of the Representations and Certifications? Have they been submitted with the proposal?
12. Have the requirements of the Instructions to Offerors -- Competitive provision, if included in this solicitation, been met?
13. If a bid guarantee is required, does your bid guarantee comply with the Bid Guarantee clause of the solicitation? If the bid guarantee is in the form of a bid bond is it on Standard Form 24 (REV. 10-98)? If your bid guarantee does not firmly bind you (and your sureties, if applicable) to the United States of America, YOUR OFFER MAY BE REJECTED.
14. If the bid guarantee is in the form of a bid bond, is it completely and properly executed, dated not later than the bid opening date, signed by Principal and Surety, corporate certificates executed, and seals affixed, all as contained in "Instructions" on Standard Form 24 (REV. 10-98)? Power of Attorney is also required to accompany the bond. Is the penal sum marked in? If an individual surety (or sureties) is (are) guaranteeing the bid bond, have the requirements of the Pledges Of Assets clause of this solicitation been satisfied and are the supporting documents included with the bond?
(End of paragraph number 999.215-4011)

SUBCONTRACTING PLAN TARGET GOALS

The offeror's attention is directed to the Small, Small Disadvantaged And Women Owned Small Business Subcontracting Plan clause of this solicitation. The clause and this paragraph do not apply to small business concerns.

(a) Where applicable, the offeror shall submit a subcontracting plan to the Contracting Officer for review and approval prior to contract award. The subcontracting plan may be submitted with the offer or after the date set for receipt of offers. If the plan is not submitted with the offer, the Contracting Officer will request the plan and specify the due date. The plan must contain all required elements set forth in the above referenced contract clause; must address basic contract requirements and options separately; and must demonstrate how the Contractor will accomplish the subcontracting requirements consistent with the obligations described in the clause. The plan will be evaluated in accordance with Army FAR Supplement (AFARS) Appendix DD, Subcontracting Plan Evaluation Guide. (AFARS is available on the worldwide web at http://dasapp.saalt.army.mil/Documents/AFARS%20conformed.doc Appendix DD begins on page 202 of the document.) Acceptability of the plan will be one of the elements considered by the Contracting Officer when determining contractor responsibility prior to award of a contract.

(b) The following subcontracting target goals are provided for informational purposes only. They are not legally binding.

Category	Target Goal
(1) Small Business Concerns	57.2%
(2) SBA Small Disadvantaged Business Concerns	8.9%
(3) Women-Owned Small Business Concerns	8.1%
(4) SBA HUBZone Small Business Concerns	3.0%
(5) Service-Disabled Veteran-Owned Small Business Concerns	3.0%
(6) Veteran-Owned Small Business Concerns	4.0%

(Stated percentages are based on the total amount of planned subcontracting; not the price of the contract. These target goals do not apply to contracts for commercial items. See FAR Part 12. For definitions of small business concern, small disadvantaged business concern, and woman owned small business concern, see the Small Business Program Representations (FAR 52.219-1) provision in this section of this solicitation. For HUBZone small business concern qualifications, see FAR subpart 19.13.)

(c) After award of the contract and prior to commencement of work, the Deputy for Small Business will instruct the Contractor in the preparation and timely submission of required subcontracting reports (SF-294 and SF-295). Where practicable, the above briefing will take place during the pre-work conference.

(d) Additional information concerning subcontracting plan requirements may be obtained from Ms. Debra Overstreet, Deputy for Small Business, Phone: 904-232-1150, or email debra.k.overstreet@usace.army.mil.

(End of paragraph number 999.219-4002)

SOURCES FOR ASSISTANCE IN LOCATING SMALL BUSINESS SUBCONTRACTORS

(a) The Offeror's attention is directed to the Utilization of Small Business Concerns clause of this solicitation. Assistance in identifying small, small disadvantaged and women-owned small business concerns may be obtained as follows:

(1) Internet Web Site Sources for searches throughout the U.S., Puerto Rico and the USVI:

(A) Small Business Administration PRO-Net Database
http://www.sba.gov

(B) Procurement Technical Assistance Center (PTAC)
http://www.dla.mil/ddas

(C) Veterans Business Outreach Center 800-542-7232
www.vboc.org

(2) Sources of information within Florida:

(A) Florida Atlantic University PTAC, Ft. Lauderdale	954-771-6520
(B) University of South Florida PTAC, Tampa	813-974-4371
(C) Chamber of Commerce PTAC, Jacksonville	904-928-1100
(D) University of West Florida PTAC, Pensacola	850-474-2919
(E) Florida A&M University PTAC, Tallahassee	850-599-3407
(F) Latin Builders Association, Miami-Dade Area	954-704-0345
(G) Broward County Minority Bldrs Coalition	305-792-1121

(3) Sources of information within the U.S. Virgin Islands:

Dept of Public Works, DBE Coordinator, St. Thomas	340-773-1290

(4) Sources of information within Puerto Rico:

(A) Puerto Rico General Contractors Association, San Juan	787-781-2200
(B) San Juan PTAC	787-753-6861

(b) Further information may be obtained from the Jacksonville District's Small Business internet site, located under Business Opportunities at http://www.saj.usace.army.mil. The above information is continually updated on the internet site.

(c) Failure to comply with the requirements of the Utilization of Small Business Concerns clause can be grounds for imposition of sanctions.

(End of paragraph number 999.219-4003)

SECTION 00100A
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(TRADE-OFF)
(AWARD WITHOUT DISCUSSIONS)

PROPOSAL SUBMISSION REQUIREMENTS

A-1 Notice. The Government intends to make award without holding discussions with offerors. Therefore, offerors are encouraged to include their best terms and conditions (both price and technical) in the initial offer. By submitting an offer in response to this solicitation, offerors are agreeing to comply with all terms and conditions contained in the solicitation. (See item 17, Standard Form 1442.) Unless the solicitation specifically invites the offeror to submit exceptions, the Contracting Officer may reject any offer that contains exceptions. If, despite the warning given in this paragraph, the offeror elects to include exceptions, the exceptions must be specifically and clearly identified on a separate page. In this solicitation, the words "offer" and "proposal" are used interchangeably. (See definition of "offer" at FAR 2.101.) Except for any portions of the offeror's proposal incorporated into the resulting contract by specific reference, the terms and conditions included in the solicitation, including any amendments, shall take precedence over the offeror's proposal.

A-1.1 Certain positions and/or items of work are considered particularly critical to successful completion of the project. The Government will consider the qualifications of these persons/subcontractors during its evaluation of the offeror's proposal. In accordance with the Limitations On Substitutions For Certain Positions And/Or Subcontractors paragraph of Section 00800 of this solicitation, if the offeror is awarded a contract the offeror will not be permitted to make substitutions without the approval of the Contracting Officer or Administrative Contracting Officer. If the offeror does not name a subcontractor for any identified item of work, the Government will assume the offeror intends to perform the work with its own forces and, if the offeror receives the contract, no substitutions will be allowed without prior approval of the Contracting Officer or Administrative Contracting Officer.
Limitations apply to the following positions and/or items of work; therefore, the offeror shall name in its proposal the persons/subcontractors it proposes to use for these positions and/or items of work: ***Dredging equipment*****,** and protecting environmental resources. The Successful offeror's list of dredging equipment and environmental protection procedures will be incorporated into the contract.

A-2 The Proposal. Each offeror shall submit a written proposal consisting of the following documents:

A-2.1 Completed SF 1442 with price schedule.

A-2.2 Offer guarantee (or bid bond) if required by item 13B, Standard Form 1442.

A-2.3 Completed representations & certifications (Section 00600 of this solicitation).

A-2.4 Past performance information.

A-2.4.1 For all subfactors except utilization of small business concerns (if used as a subfactor), submit information for all relevant contracts and subcontracts started or completed within the past 3 years (measured from the date of this solicitation). Submit a separate Past Performance Information Collection Sheet for each project. (A copy of the sheet is attached to the solicitation.) Include past performance information regarding predecessor companies, key personnel who have relevant experience, and subcontractors that will perform major or critical aspects of the work. (For proposed subcontractors, clearly identify the work each will perform.) For each project submitted, explain why it is relevant to this project, and provide information on problems encountered and the actions taken to correct such problems. (Relevancy is defined in the DOD guide to collection and use of past performance as "information that has a logical connection with the matter under consideration and applicable time span.")

A-2.4.2 Utilization of small business concerns.

A-2.4.2.1 This subparagraph applies to offerors that are small business concerns (including all categories) and to offerors that are other than small business concerns. FAR 52.219-8, Utilization Of Small Business Concerns, states the Government's policy that small business (SB) concerns, veteran-owned small business (VOSB) concerns, service-disabled veteran-owned small business (SDVOSB) concerns, HUBZone small business concerns, small disadvantaged business (SDB) concerns, and women-owned small business (WOSB) concerns have the maximum practicable opportunity to participate in performing contracts. For each of the 3 most recently completed federal contracts submit one of the following: (i) if the contract required a subcontracting plan, submit the final SF 294, Subcontracting Report For Individual Contract, or (ii) if the contract did not require a subcontracting plan, complete and submit the Past Performance Information Collection Sheet (Utilization of Small Business Concerns). (A copy of the sheet is attached.) Offerors that are SB, VOSB, SDVOSB, HUBZone SB, SDB, or WOSB may count work performed with in-house resources toward compliance with FAR 52.219-8 in the category (or categories) to which they belong. (For example, a HUBZone SDB could count work in 3 categories: SB, HUBZone, and SDB.)

A-2.4.2.2 This subparagraph applies to offerors that are other than small business concerns. FAR 52.219-9, Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan, requires a subcontracting plan, where applicable, that separately addresses subcontracting with small business (SB) concerns, veteran-owned small business (VOSB) concerns, service-disabled veteran-owned small business (SDVOSB) concerns, HUBZone small business concerns, small disadvantaged business (SDB) concerns, and women-owned small business (WOSB) concerns. For each of the 3 most recently completed federal contracts that included FAR 52.219-9, the offeror shall submit a copy of the final SF 294, Subcontracting Report For Individual Contract.

A-2.4.3 In addition to past performance information required by paragraph A-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.

A-2.4.4 Equipment Documentation.
The Contractor shall provide documentation for major pieces of dredging equipment, being proposed for use on this project to verify its capabilities to dredge and transport rock and/or sand to the distances shown in the plans and specifications. This documentation shall consist of past dredging history for each specific dredging plant for a minimum of the last 2 years. The documentation shall include the following:

<u>General Information applying to all dredges/jobs (if applicable)</u>

Identification of the dredge
Coast Guard certification, if applicable
ABS certification
Estimated daily production rate for this contract
Associated booster/pipeline equipment and/or scow barges (including size)
Age and Condition (Including information on last major maintenance and scheduled future maintenance)
Present Location
Draft and freeboard
Positioning equipment (vessel and dredge-head/arm apparatus)
Size of Suction and Discharge Lines and/or Bucket
Primary Pump and/or Crane Horsepower
Ladder Pump Horsepower
Location of each job.
Sponsor/owner of each job.
Total contract price of each job.

Total cubic yards excavated for each job.
List of all the dredges used on each job.
Photographs of dredge(s).
Total cubic yards for each dredge on each job.
Total production days for each dredge on each job.
Core Borings logs and any other Geotechnical data documenting ground conditions for each job including items such as compressive strengths, laboratory tests, geophysical data, probes to locate rock, etc. (for rock dredging jobs only)
Document if blasting and/or a non-dredge mechanical breakup of rock materials was employed.
Typical dredging depths/elevations required for each job.
Average dredging time per day for each dredge for each job.
Average downtime per day for repairs for each dredge for each job.
Disposal method(s) used on each job.
General weather/wave/wind conditions for each job.

Applicable specifically to Hydraulic Pipeline dredges
Dredge Size.
Photographs of cutter head
Horsepower of dredge pump.
Ladder Pump Horsepower
Total horsepower of dredge excluding the dredge pump.
Horsepower of cutterhead
RPM (revolutions per minute) of cutterhead
Cutterhead tooth replacement per cubic yard dredged, or total number of cutter teeth replaced for each dredge.
Typical production rates achieved in rock and non-rock materials.
Typical bank heights used in rock, non-rock materials.
Typical pipeline lengths used.
Size and number of booster pumps used on each job.

Applicable specifically to Mechanical Dredges
Provide manufacturer's data sheet on crane or excavator
Dredge Size.
Photographs
Total horsepower of dredge
Typical production rates achieved in rock and non-rock materials.
Typical bank heights used in rock, non-rock materials.
Size and number of scow barges used on each job
Typical hauling distances.

A-2.4.4.1 Additional Equipment Documentation. For each hydraulic pipeline dredge being proposed for use on this project, the Contractor shall complete the form on the following page. Failure to fully complete this form will result in assumptions being made that could result in a lower overall rating for equipment and/or technical merit.

Address of Company:
Phone:
E-mail:
Inside diameter of suction and discharge lines:
Continuous rating of dredge pump drives at full speed:
RPM of dredge pump at full speed:
Diameter of impellers:
Diameter of eye (opening through front shroud of impeller):
Is there a ladder pump in the system? Yes No (Please provide details if answer is yes)
Are there any booster pumps in the system? Yes No (Please provide details if answer is yes)
Is the dredge pump centerline at approximate water level? (If no, state feet above or below water level)
Does dredge advance on walking spuds, spud carriage, or wires:
Approximate on-board length of suction and discharge lines:
Approximate mean diameter of cutter
Project Data:
Elevation above water level at which dredged material is discharged:
Dredging depth below water level:

A-2.5 A technical proposal consisting of:

SUBFACTORS	**SUBMISSION REQUIREMENT (Note: To ensure the proposal adequately addresses areas the Government considers important, the offeror should review paragraph B-3 in Section 00100B prior to preparing the proposal.)**
TECHNICAL APPROACH AND METHODS	Demonstrate the experience of the Contractor/Subcontractor, using proposed equipment, in successfully dredging material, transporting material for long distances, accurate placement of dredged material within the boundaries of a designated ocean disposal site, constructing an upland disposal area, similar to that described in the project plans and specifications, and protecting environmental resources through all phases of the work, similar to those that could be impacted by work during this project. This Technical Approach and Methods Subfactor shall include the following elements: • Describe your construction methodology to successfully dredge and clear the channel areas described in the plans and specifications of rock and sediments. Provide a brief narrative describing any special equipment or operating techniques that will be used to accomplish the required dredging without impacting sensitive environmental resources and describe what methods will be used and what measures will be taken to control turbidity. The plans and specifications indicate property that is available to the contractor for use as an upland disposal area. The plans and specifications also indicate an ocean disposal area. Describe your methodology for placement of dredged material in the upland disposal area as well as accurate placement of dredge material within the boundaries of the designated ocean disposal area shown in the plans and specifications. Describe, in detail, how the removal, placement and containment of dredged material will be accomplished in a manner that meets or exceeds the turbidity standards described in the specifications. Describe, in conceptual design terms and operational terms, any features that will be built or constructed for the containment and/or dewatering of dredged material. • Provide a listing of excavation and transporting equipment and accompanying vessels to be used on this project along with construction methods proposed. Drafts of vessels or equipment relative to navigation depths throughout the project area must be considered and discussed. See paragraph A-2.4.4 for required documentation on dredges. This information will be used for both past performance information and capability under this contract. For each waterborne vessel, including any jack-up equipment, submit an identification of the vessel and Coast Guard Certification, as applicable. • Provide detailed information on how environmental resources will be protected and monitored through all phases of the work. Describe proposed methodology, as well as reference demonstrated experience, to provide for the protection of water quality, reefs, vegetation, sea-grass, fish and wildlife, etc.: (1) Method for extraction of material; (2) Method for transferring the material to the placement areas; and (3) Method for placing the material. Document your compliance with all permit requirements, protecting environmental resources similar to those that could be impacted by work during this project, including discussion of problems encountered, enforcement action or resource violations and corrective action taken to ensure timely completion.

Utilization of Small Business Concerns	In accordance with FAR 15.304(c)(4), the extent of participation of small disadvantaged business (SDB) concerns shall be evaluated. Further, in accordance with DFARS 215.304(c)(i), the extent of participation of small businesses (SB) and historically black colleges or universities and minority institutions (HBCU/MI) shall be evaluated. The elements to be evaluated are: (1) The extent to which SDB's, SB's, and HBCU/MI's are specifically identified in the proposal. (If the successful offeror is required to submit a subcontracting plan before award, firms identified in the proposal must also be listed in the subcontracting plan.) (2) The extent of commitment to use such firms (for example, enforceable commitments will be weighted more heavily than non-enforceable commitments). (3) The complexity and variety of work such firms will perform. (4) The realism of the proposal. (5) The extent of participation of such firms in terms of the total price of the proposal (including options, if applicable). To facilitate the evaluation, the offeror shall provide the following information: This requirement applies to offerors that are small business concerns (including all categories) and to offerors that are other than small business concerns. For this proposal, for each category (i.e., SDB, SB, and HBCU/MI) provide adequate responses to elements (1), (2), (3), and (5) above. Offerors that are SDB, SB, or HBCU/MI may count work performed with in-house resources toward compliance with this requirement; however, they must identify applicable category. (For example, if the offeror is SDB, all work to be performed with in-house resources can be used when formulating responses related to proposed SDB participation as well as SB participation.)

A-2.6 Packaging the Proposal. The proposal shall be divided as indicated in the following table and each division shall be submitted in a separate sealed package. Each package shall be marked with the offeror's name, the solicitation number, and the package number.

Package	No. of Copies	Items
1	2	Price proposal, bond, representations & certifications, and information related to utilization of small business concerns for both the past performance factor and the technical merit factor (when applicable) (Paragraphs A-2.1, A-2.2, A-2.3, A-2.4, and A-2.5). Each copy shall be separately bound.
2	4	Past performance information for all subfactors except utilization of small business concerns (Paragraph A-2.4). Each copy shall be separately bound. IF UTILIZATION OF SMALL BUSINESS CONCERNS IS A SUBFACTOR, DO NOT INCLUDE INFORMATION REGARDING UTILIZATION OF SMALL BUSINESS CONCERNS IN THIS PACKAGE.
3	7	Technical proposal except utilization of small business concerns (Paragraph A-2.5). Each copy shall be placed in a separate 3-ring binder. DO NOT INCLUDE PRICING INFORMATION OR (IF REQUIRED) INFORMATION REGARDING UTILIZATION OF SMALL BUSINESS CONCERNS IN THE TECHNICAL PROPOSAL.

PAST PERFORMANCE INFORMATION COLLECTION SHEET (Submit this sheet with Package 2 of your proposal)	
(TO BE COMPLETED BY THE OFFEROR. SUBMIT A SEPARATE SHEET FOR EACH REFERENCE.)	
	1. Your firm's name:
	2. Contract number of referenced project:
	3. Description, location & relevancy of work: (Note: Relevancy is defined as something that has a logical connection with the matter under consideration, e.g., similar project size and type of work. It is the offeror's responsibility to establish relevancy.)
	4. Owner's name and address:
	5. Owner's point of contact (name and telephone number) (NOTE: IT IS YOUR RESPONSIBILITY TO ENSURE POINTS OF CONTACT CAN BE CONTACTED BY THE GOVERNMENT'S EVALUATORS AND THAT THEY WILL COOPERATE.):
	6. Prime contractor's name and address if you were a subcontractor on this project:
	7. Your role (e.g., Prime, Member of Joint Venture, Subcontractor, etc.) and work performed by your in-house forces:
	8. Contract price:
	9. Extent and type of work you subcontracted to other firms (Note: See paragraph A-2.4.2 of Proposal Submission Requirements for separate requirement for information regarding utilization of small business concerns. Information submitted in response to paragraph A-2.4.2 must be submitted separately in package 1 of the proposal.):
	10. Date started _____ and date completed_____. (If not completed, give percentage of completion and expected completion date.)
	11. Did you receive a written performance evaluation for this project? (Yes/No) If yes, what rating did you receive?
	12. Was your contract/subcontract terminated for default? If so, attach an explanation of the circumstances.
	13. Were liquidated damages assessed? If so, attach an explanation of the circumstances.
	14. Provide a list/discussion of major resource protection violations, environmental enforcement actions, cases of current or past litigation and/or settlements pertaining to environmental resource injury.
	15. Describe any major environmental impacts caused by the operation of the company.
	16. Did any of these impacts result in law enforcement cases? And if so, how long ago?
	17.A. If yes to the above questions 14, 15, and 16, have any of these cases resulted in litigation?
	17.B. Is litigation action pending or settled? If settled, when?
	18.A. If yes to question 14, 15, and 16 above, what corrective actions where employed in each instance?
	18.B. Was there any mitigation?
	18.C. How long did it take to correct and/or mitigate?
	18.D. Was the corrective action(s) successful? Discuss how.

PAST PERFORMANCE INFORMATION COLLECTION SHEET
(UTILIZATION OF SMALL BUSINESS CONCERNS)
(Submit this sheet with Package 1 of your proposal)

(TO BE COMPLETED BY THE OFFEROR. SUBMIT A SEPARATE SHEET FOR EACH REFERENCE.)

The purpose of this sheet is collect information regarding compliance with FAR 52.219-8 in previous contracts. The categories of interest are: small business (SB), small disadvantaged business (SDB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, and women-owned small business (WOSB). Definitions for all terms except small business concern can be found at FAR 2.101. The definition of small business concern can be found at FAR 19.001. For this collection sheet, any concern unable to meet the definition for small business concern shall be considered a large business (LB) concern. A SB concern may also qualify in one or more of the other categories. When completing the sheet, the offeror should check all categories that apply.

1. Your firm's name:	2. Contract number of referenced project:
3. Date completed_____. *(Do not submit information for an active contract.)*	4. Contract price: $_____
5. Total amount subcontracted: $_____ Amount subcontracted to: - LB: $_____ - SB (in this total include all awards to SB, SDB, HUBZone SB, VOSB, SDVOSB, and WOSB): $_____	6. Of the total amount subcontracted to SB, how much was subcontracted to: SDB: $_____ HUBZone SB: $_____ VOSB: $_____ SDVOSB: $_____ WOSB: $_____
7. Contracting Officer's name and telephone number:	8. In blocks below enter dollar amount for work performed by your firm and by each listed subcontractor:

Name of Firm: Offeror	CHECK EACH CATEGORY THAT APPLIES						
Phone:	LB	SB	SDB	HUBZONE SB	VOSB	SDVOSB	WOSB
Amount: $							
Name of Firm:	CHECK EACH CATEGORY THAT APPLIES						
Phone:	LB	SB	SDB	HUBZONE SB	VOSB	SDVOSB	WOSB
Amount: $							
Name of Firm:	CHECK EACH CATEGORY THAT APPLIES						
Phone:	LB	SB	SDB	HUBZONE SB	VOSB	SDVOSB	WOSB
Amount: $							
Name of Firm:	CHECK EACH CATEGORY THAT APPLIES						
Phone:	LB	SB	SDB	HUBZONE SB	VOSB	SDVOSB	WOSB
Amount: $							
Name of Firm:	CHECK EACH CATEGORY THAT APPLIES						
Phone:	LB	SB	SDB	HUBZONE SB	VOSB	SDVOSB	WOSB
Amount: $							
Name of Firm:	CHECK EACH CATEGORY THAT APPLIES						
Phone:	LB	SB	SDB	HUBZONE SB	VOSB	SDVOSB	WOSB
Amount: $							
Name of Firm:	CHECK EACH CATEGORY THAT APPLIES						
Phone:	LB	SB	SDB	HUBZONE SB	VOSB	SDVOSB	WOSB
Amount: $							
Name of Firm:	CHECK EACH CATEGORY THAT APPLIES						
Phone:	LB	SB	SDB	HUBZONE SB	VOSB	SDVOSB	WOSB
Amount: $							

SECTION 00100B
EVALUATION FACTORS FOR AWARD

(TRADE-OFF)
(AWARD WITHOUT DISCUSSIONS)

B-1 Applicable Regulatory Guidance. This source selection will be conducted in accordance with procedures prescribed in FAR Part 15.

B-2 Determining Best Value. The Contracting Officer will use a trade-off process to determine which offer represents the best value to the Government. This process allows the Contracting Officer to consider making award to other than the lowest priced offer or other than the highest technically rated offer. All evaluation factors other than price, when combined, are slightly more important than price.

B-3 Evaluation Factors. The following factors and significant subfactors will be used to determine best value. The relative importance of non-price factors/subfactors is as indicated.

EVALUATION FACTORS (TRADE-OFF)		
FACTOR	SUBFACTOR	RELATIVE IMPORTANCE/ OTHER INFORMATION
Price	N/A	See paragraph B-2 above.
Past Performance	N/A	Past Performance is slightly less important than Technical Merit.
	Generally, the Government will evaluate timely completion of work; quality of work; environmental compliance; customer satisfaction; cost controls for additional work; utilization of small business concerns when FAR 52.219-9 is included in the solicitation; and safety. However, the Government reserves the right to evaluate other areas and reserves the right to determine, on a case-by-case basis, how much emphasis to place on any given area.	
Technical Merit	N/A	Technical Merit is slightly more important than Past Performance
	[Subfactor 1] Technical Approach & Methods – for successfully dredging material, transporting material for long distances, accurate placement of dredged material within the boundaries of a designated ocean disposal site, constructing an upland disposal area, similar to that described in the project plans and specifications, and protecting environmental resources through all phases of the work, similar to those that could be impacted by work during this project.	Relevance: Subfactor 1 is significantly more important than Subfactor 2, Utilization of Small Business Concerns. :
	[Subfactor 2] Utilization of small business concerns	Relevance: Subfactor , Utilization of Small Business concerns subfactor is significantly less important than all the other Technical Merit subfactors

B-4 Rating Definitions. Following table shows ratings for each type of evaluation and gives definitions for the ratings.

PRICE/COST is not rated. It is evaluated for reasonableness.

PERFORMANCE RISK (Past Performance) ratings assess the risks associated with each offeror's likelihood of success in performing the requirements stated in the RFP based on that offeror's demonstrated performance on recent, relevant contracts. The risk assessment will be based on two components, i.e., ratings for past work and relevancy of past work to this project. Less relevant work will receive less weight. It is the offeror's responsibility to establish relevancy of past work to this project.	
RATING	**DEFINITION**
Outstanding	Offeror's past performance record reflects a consistent commitment to quality work and customer satisfaction with few problems, all of which were immediately corrected. If Utilization of Small Business Concerns is a subfactor, the offeror's record reflects outstanding commitment to policy stated in FAR 52.219-8 and execution of subcontracting plans.
Above Average	Offeror's past performance record reflects a consistent commitment to quality work and customer satisfaction with few problems, most of which were immediately corrected. If Utilization of Small Business Concerns is a subfactor, the offeror's record reflects above average commitment to policy stated in FAR 52.219-8 and execution of subcontracting plans.
Satisfactory	Offeror's past performance record is inconsistent—mostly good but some bad. Several problems were encountered. Most were satisfactorily resolved. Some required extra effort on the part of QA/inspection personnel to obtain resolution. If Utilization of Small Business Concerns is a subfactor, the offeror's record reflects satisfactory commitment to policy stated in FAR 52.219-8 and execution of subcontracting plans.
None	The offeror has no relevant performance record. A thorough search was unable to identify any past performance information. If Utilization of Small Business Concerns is a subfactor, the offeror has never had a contract that included FAR 52.219-8 or FAR 52.219-9.
Marginal	Offeror's past performance record is inconsistent—some good but mostly bad. Several problems were encountered. Some were satisfactorily resolved. Too many required extra effort on the part of QA/inspection personnel to obtain resolution. If Utilization of Small Business Concerns is a subfactor, the offeror's record reflects marginal commitment to policy stated in FAR 52.219-8 and execution of subcontracting plans.
Unsatisfactory	Offeror's past performance record reflects a consistent lack of commitment to quality work and customer satisfaction. If Utilization of Small Business Concerns is a subfactor, the offeror's record reflects unsatisfactory commitment to policy stated in FAR 52.219-8 and execution of subcontracting plans.

RELEVANCE	**DEFINITION**
Highly Relevant	Past projects bear a strong correlation to this project in size, scope, and type of work.
Moderately Relevant	Past projects correlate to this project in most but not all respects.
Slightly Relevant	Past projects correlate to this project in a few respects.

RISK	DEFINITION
Very Low Risk	Offeror received Outstanding rating for Highly Relevant past performance.
Low Risk	Offeror received either: (1) Outstanding rating for Moderately Relevant past performance, or (2) Above Average rating for Highly Relevant past performance.
Moderate Risk	Offeror received: (1) Outstanding rating for Slightly Relevant past performance, (2) Above Average rating for Moderately Relevant past performance, (3) Above Average rating for Slightly Relevant past performance, or (4) Satisfactory rating for Highly Relevant past performance .
Unknown Risk	The offeror has no relevant performance record; therefore, offeror received no rating. A thorough search was unable to identify any past performance information.
High Risk	Offeror received: (1) Satisfactory rating for Moderately Relevant past performance, (2) Satisfactory rating for Slightly Relevant past performance, or (3) Marginal rating for Highly Relevant past performance.
Very High Risk	Offeror received: (1) Marginal rating for Moderately Relevant past performance, (2) Marginal rating for Slightly Relevant past performance, (3) Unsatisfactory rating for Highly Relevant past performance, (4) Unsatisfactory rating for Moderately Relevant past performance, or (5) Unsatisfactory rating for Slightly Relevant past performance.

TECHNICAL MERIT ratings reflect (1) the Government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP, and (2) the Government's assessment of performance risk associated with the proposal.

ADJECTIVE	DEFINITION
Outstanding (O)	Excellent in all respects; offers one or more significant advantages not offset by disadvantages; very good probability of success with overall low degree of risk in meeting the Government's requirements.
Above Average (AA)	High quality in most respects; offers one or more advantages not offset by disadvantages; good probability of success with overall low to moderate degree of risk in meeting the Government's requirements.
Satisfactory (S)	Adequate quality; any advantages are offset by disadvantages; fair probability of success with overall moderate to high degree of risk in meeting the Government's requirements.
Marginal (M)	Overall quality cannot be determined because of errors, omissions or deficiencies that are capable of being corrected without a major rewrite or revision of the proposal.
Unsatisfactory (U)	A proposal that contains major errors, omissions or deficiencies, or an unacceptably high degree of risk in meeting the Government's requirements; and these conditions cannot be corrected without a major rewrite or revision of the proposal.

B-5 Proposal Evaluation. In accordance with the Instructions to Offerors--Competitive Acquisition provision of this solicitation (FAR 52.215-1), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Further, if the Contracting Officer determines that discussions are necessary and if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The following table synopsizes the evaluation methodology:

ELEMENT	**METHOD**
General Review	Review of entire proposal to ascertain completeness and offeror's eligibility for award.
Price	Price will not be given a score. It will be reviewed for possible mistakes and eligibility for award, and evaluated for reasonableness.
Past Performance	Will be evaluated for risks associated with the proposal. Possible ratings are: Very Low, Low, Moderate, Unknown, High, and Very High. An "unknown risk" rating will have neither a favorable nor an unfavorable impact on the overall evaluation of the proposal. However, if necessary, the Contracting Officer can consider favorable or unfavorable past performance history as a tiebreaker when comparing offerors who have no past performance history with offerors who do have past performance history. For example, if all other factors are relatively equal, an offeror with a favorable past performance history may be selected over an offeror with no past performance history; or, an offeror with no past performance history may be selected over an offeror with an unfavorable past performance history.
Technical Merit	Will be evaluated for merit and proposal risk. Possible ratings are: Outstanding, Above Average, Satisfactory, Marginal, and Unsatisfactory.
Source Selection Decision	Evaluators will provide results of evaluations to the Contracting Officer who will, through a trade-off process involving all evaluation factors, determine which proposal represents the best overall value to the Government.

B-5.1 General Review.

B-5.1.1 Offerors will be checked against the List of Parties Excluded From Federal Procurement and Nonprocurement Programs. Any offeror who is listed will be eliminated without further consideration.

B-5.1.2 Bid bonds will be reviewed for acceptability. Any offeror whose bid bond is unacceptable, will be eliminated without further consideration unless the Contracting Officer later determines that discussions are necessary and decides that the offeror's proposal should be included in the competitive range.

B-5.1.3 Proposals will be checked for minor informalities or irregularities. The Contracting Officer will follow guidance at FAR 14.405 when resolving minor informalities or irregularities. The Contracting Officer either will give the offeror an opportunity to cure any defect resulting from a minor informality or irregularity or waive the defect, whichever is to the advantage of the Government.

B-5.2 Price Evaluation.

B-5.2.1 Prices will be reviewed for minor or clerical errors. If necessary, offerors will be afforded an opportunity to resolve any such errors. Any exchange with offerors under this subparagraph shall be for the purpose of clarification (FAR 15.306(a)) and shall not constitute negotiations as defined at FAR 15.306(d). In the event of discrepancy between a unit price and the extended amount, the unit price shall be controlling.

B-5.2.2 Prices will be reviewed for apparent mistakes. Should this review reveal any prices that seem unreasonably low, the Contracting Officer will contact the offeror and ask the offeror to confirm the questioned price. If the offeror confirms the price, no further action will be taken under this subparagraph. If, however, the offeror alleges a mistake, the offeror may modify the proposal in accordance with FAR 52.215-1(c)(6). (See Section 00100.) Any modification submitted for the purpose of correcting a mistake shall include documentation explaining how the mistake was made.

B-5.2.3 After resolution of minor or clerical errors and/or mistakes, prices will be reviewed for reasonableness.

B-5.3 Technical Merit Evaluation.

B-5.3.1 Using the Technical Merit factor and subfactors listed in paragraph B-3 above, each evaluator will conduct an independent evaluation of each proposal documenting the strengths, deficiencies, significant weaknesses, and risks associated with each proposal. Upon completion of individual evaluations, the entire evaluation team will form a consensus opinion of each offeror's ability to accomplish the project work and prepare a narrative supporting the team's conclusions. In the event the team is unable to form a consensus, the team will prepare majority and minority opinions for the Contracting Officer's consideration.

B-5.4 Past Performance Evaluation. The Government will consider currency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance. Information will be weighted in accordance with its relevance. The Government may use information supplied by the offeror and information obtained from other sources. The evaluation will be conducted by telephone. If, during the course of the evaluation, the Government obtains adverse information that the offeror has not previously been made aware of, the Government will afford the offeror an opportunity to respond to the information. The Government will not disclose the names of persons who provide performance information. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, and subcontractors that will perform major or critical aspects of the work. (Note: Although the Government may obtain past performance information from other sources, it is the offeror's responsibility to provide past performance information and explain how the information is relevant to this acquisition.)

B-5.5 Source Selection Decision. The Contracting Officer, independently exercising prudent business judgment, will make the source selection decision based on the proposal that represents the best value to the Government. The Contracting Officer will not receive a recommendation from any individual or body as to which offeror should receive the award and additionally will not receive a rank order or order of merit list pertaining to the offers being evaluated.

SECTION 00320

GEOTECHNICAL DATA

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SECTION 00320

GEOTECHNICAL DATA

1.1 SCOPE

The information provided in this section encompasses the geotechnical field investigations relevant to this project. The investigations consist of borings with the associated boring logs and laboratory data presented in paragraphs 1.4.4 and 1.4.5, respectively. A character of materials paragraph is included to provide a comprehensive description of the materials utilizing both recent and historical knowledge of the project area. Also included in this section are definitions of terms and boring log notes, which provide additional explanation of the boring logs and drilling techniques. Any questions that pertain to the information provided in this section should be addressed to Chief, Geotechnical Branch at (904) 232-1616.

Items discussed in the character of materials paragraph may not appear explicitly on the core boring logs. Based on historic knowledge of the project area, the character of materials paragraph includes items that supplement the data documented by the core boring logs. When reviewing core boring logs, use all data on the logs, including the materials description, legend and blow counts. When evaluating the subsurface conditions, use all data, including the character of materials paragraph and core boring logs.

1.2 CHARACTER OF MATERIALS

1.2.1 Regional Geology

The Florida Keys are a chain of Pleistocene reef and oolitic limestone islands that extend from approximately 180 miles from Miami to the Dry Tortugas, separating Florida Bay in the Gulf of Mexico from the Straits of Florida in the Atlantic Ocean. The structural framework of the keys is the southern Florida carbonate platform, which has been accumulating shallow water carbonate sediments for 140 million years, since the Early Cretaceous, and is over 6 km thick.

The keys are the subaerial parts of Pleistocene limestone deposition resulting from the interaction between climate, seawater chemistry, biology, sea level change, tidal

interactions, preceding topography and tectonic stability. The islands within Florida Bay are accumulations of modern sediment; carbonate mud, sand, and mangrove peat. The islands facing the Atlantic Ocean are composed of two surficial stratigraphic limestone units, the Key Largo Limestone and the Miami Limestone, that reach a height of 6 meters in places.

The project area is composed of limestone overlain in most places by calcareous sand and silt of varying thickness. The limestone is present throughout, but dips below project depths in most areas of Cut-B, Cut-A, and the Ship Channel. Rock rubble occurs along the sides and bottom of the channel, wideners, and basins, which were remnants from the previous channel deepening in 1964. The rock contour is very irregular due to the past dredging. The core borings show that the rock was penetrated with a 5-foot sampler using a 140-pound hammer beyond project depth.

1.2.2 Materials Encountered

The geotechnical investigations include core borings drilled in 1963 in Cut-C, the Turning Widener, and Truman Harbor and are designated as CB-1, etc. Along the entire project, environmental surface samples were taken in 2002 and are designated as KW02-01, etc. A sub-bottom profile was performed in 2002 to identify the top of the rock. The results are shown on the plan sheets. In 2003, samples were obtained by using a 5-foot sampler. Cores were obtained from additional samples taken in 2003. Unconfined compressive strength tests were not conducted as no solid core of sufficient size was obtained above grade for testing. Additional sediment samples CB-KWH03-4 through 7 were taken in Cut-A and vicinity in 2003. No core boring logs were developed for these samples. However, laboratory data is available.

1.2.2.1 Ship Channel

Materials to be encountered include sand, silty sand, shell, rock rubble, and limestone. The majority of material to be removed is clean, coarse, calcareous sand with shell. The sand increases in silt content as it nears Cut-A. Rock rubble occurs along the sides and bottom of the channel. In-situ limestone exists above grade in the southern portion of the channel where the channel cuts through a reef area.

1.2.2.2 Cut-A and Widener

Materials encountered in this area are primarily a fine, calcareous, sandy silt, and silty sand with small amounts of whole or broken shell. Rock occurs above grade near the convergence of Cuts-A and B.

1.2.2.3 Cut-B

Limestone is the dominant feature in this portion of the channel. Swift currents have kept most of the limestone exposed at the surface. Sand and/or gravel overlying the rock occurs along the channel sides in places and where the limestone occurs at a deeper depth. The rock is primarily a moderately hard, vuggy limestone with zones of hard limestone.

1.2.2.4 Cut-C and Turning Widener

Limestone occurs above grade throughout this area. Swift currents and ships have kept most of the limestone exposed at the surface. Silt, silty sand, and/or gravel overlying the rock occur in areas within the channel and within the turning widener. Much of the rock is moderately hard, coralline limestone with layers of hard, dense limestone. Areas of hard rock, exposed at the surface, do occur, as shown in the borings.

1.2.2.5 Truman Harbor

Materials encountered within Truman Harbor include soft to moderately hard limestone with occasional hard limestone layers. The limestone surface is irregular and is often covered by limestone gravel. Soft silt overlies the rock and gravel.

1.2.2.6 Fleming Key

Fleming Key is composed of fill material containing primarily limestone gravel intermixed with calcareous sands and silt. The gravel fill overlies natural ground that consists primarily of a calcareous silt layer on limestone. Occasional layers of calcareous sand and clay are also present. The limestone varies from soft to hard and contains vugs or holes that are filled with sand and silt.

1.3 DEFINITIONS

Terms commonly used in the boring logs shall be defined as:

Banded - Rock from 0.02 to 0.1-foot thick.
Carbonate - Soil component that reacts with HCl of an indeterminate origin (shell, rock, etc.).
Cavity - Voids greater than the diameter of the core.
Decomposed - Saprolite; rock is essentially reduced to a soil with a relic rock texture; can be molded or crumbled by hand.
Dense – Equivalent to SPT N-value of 30 to 50.
Fill - Material that has been placed by man, described with all soil characteristics.
Firm – Thumb will indent soil about ¼ inch (6 mm).
Hard – Soil that can be indented with difficulty by thumbnail or rock that is difficult to scratch with knife (cannot be pitted with a geology hammer but can be chipped with moderate blows of the hammer).
Highly Weathered - Entire rock section is discolored; alteration is greater than 50%; some areas of slightly weathered rock are present; some minerals are leached away; retains only a fraction of its original strength (wet strength usually lower than dry strength).
Incompetent - Rock that disintegrates while coring; weak.
Indurated - Rock or soil hardened or consolidated by pressure or cementation. Very difficult to break by hand.
Layer - Rock or soil with thickness of 6 inches or less.
Laminated - Alternating layers of varying material or color with layers less than 6 mm thick.
Lens – A geologic deposit of variable thickness, which disappears laterally in all directions and cannot be correlated to adjacent borings.
Massive Bedded - Rock over 3-foot thick.
Moderately Hard – Rock that can be scratched easily with a knife; cannot be scratched with fingernail (can be pitted with moderate blows of geology hammer).
Moderately Weathered - Discoloration is evident; rock surface is pitted and altered, with alterations penetrating well below rock surfaces; 10% to 50% of the rock is altered; strength is noticeably less than unweathered rock.
Pitted - Rock with voids 0.03 (1 mm) to 0.02-foot (6 mm) diameter.
Poorly-Indurated - See semi-indurated.
Rock – A naturally occurring substance composed of one or more minerals bound together. This geologic term includes a range of engineering properties: strength, hardness, permeability, weathering, and discontinuity. These properties are noted or can be inferred from the boring logs as blow counts, penetration rate, RQD, hardness, etc.

Seam - Rock or soil with average thickness of 2 to 3 inches.
Semi-Indurated - Rock or soil with a lesser degree of hardening or consolidation by pressure or cementation. Crumbles with little effort by hand.
Shell - Material composed of predominantly (>75%) coarse-grained sand to gravel-sized whole or broken shell.
Slightly Weathered - Rock with superficial discoloration, alteration and/or discoloration along discontinuities; less than 10 % of the rock volume is altered; strength is essentially unaffected.
Soft – Thumb will penetrate soil about 1 inch (25 mm).
Thick Bedded - Rock from 1 to 3-foot thick.
Thin Bedded - Rock from 0.1 to 0.3-foot thick.
Unweathered - Rock with no evidence of any mechanical or chemical alteration.
Very Hard – Rock that cannot be scratched with a knife (chips can be broken off only with heavy blows of the geology hammer).
Vuggy - Rock with voids 0.02 foot (6 mm) to the diameter of the core.

1.4 GEOTECHNICAL DATA

1.4.1 Summary of Borings

The coordinates presented in the table below correspond to the project coordinate system and datum utilized throughout these plans and specifications, which may or may not correspond to the original coordinate system and datum indicated on the boring logs.

Boring Designation	State Plane, FL-East, NAD83		Project Location
	X	Y	
CB-1	387264	79888	Truman Harbor
CB-3	386984	81138	Truman Harbor
CB-4	387344	81638	Truman Harbor
CB-5	386614	80028	Truman Harbor
CB-6	385834	80558	Cut-C
CB-9	386294	79868	Turning Widener
KW02-01	387343	81427	Truman Harbor
KW02-02	386930	80087	Truman Harbor
KW02-03	385558	82341	Turning Widener
KW02-04	385471	80160	Turning Widener
KW02-05	385381	78417	Cut-B
KW02-06	385228	75999	Cut-B
KW02-07	384996	74512	Cut-B

Boring Designation	State Plane, FL-East, NAD83		Project Location
	X	Y	
KW02-08	385525	71856	Cut-A
KW02-09	386251	70807	Cut-A
KW02-10	388646	67304	Cut-A
KW02-11	388050	67012	Cut-A
KW02-12	388727	64793	Main Ship Channel
KW02-13	389485	52498	Main Ship Channel
KW02-14	389555	51297	Main Ship Channel
CB-KWH02-08	386404	70637	Cut-A
CB-KWH02-12	385247	76426	Cut-B
CB-KWH02-13	385343	78318	Cut-B
CB-KWH02-14	385529	79454	Cut-C
CB-KWH02-15	385174	80379	Turning Widener
CB-KWH02-16	386235	81290	Cut-C
CB-KWH02-17	385498	80893	Turning Widener
CB-KWH02-18	386380	80936	Cut-C
CB-KWH02-19	386614	81373	Cut-C
CB-KWH02-20	385557	82023	Turning Widener
CB-KWH02-21	385451	82479	Turning Widener
CB-KWH02-22	387061	83138	Cut-C
CB-KWH02-23	387206	82842	Cut-C
CB-KWH02-24	387212	81621	Truman Harbor
CB-KWH02-25	387289	80804	Truman Harbor
CB-KWH02-26	386692	80549	Truman Harbor
CB-KWH02-27	387303	80239	Truman Harbor
CB-KWH02-28	386699	79902	Truman Harbor
CB-KWH03-11	384986	75021	Cut-B
CB-KWH03-30	385316	78459	Cut-B
CB-KWH03-32	385518	80662	Turning Widener
CB-KWH03-33	386328	80804	Cut-C
CB-KWH03-34	386566	81436	Cut-C
CB-KWH03-35	385602	82008	Turning Widener
CB-KWH03-36	387189	81560	Truman Harbor
CB-KWH03-37	386227	82344	Turning Widener
CB-FKDA03-01	392096	92984	Fleming Key
CB-FKDA03-02	391400	93013	Fleming Key
CB-FKDA03-03	391441	92033	Fleming Key
CB-FKDA03-04	392075	92133	Fleming Key
CB-FKDA03-05	391135	91033	Fleming Key
CB-FKDA03-06	391909	91152	Fleming Key
CB-FKDA03-07	391035	90298	Fleming Key
CB-FKDA03-08	391833	90278	Fleming Key

Boring Designation	State Plane, FL-East, NAD83		Project Location
	X	Y	
CB-FKDA03-09	390834	89398	Fleming Key
CB-FKDA03-10	391874	89658	Fleming Key
CB-FKDA03-11	391352	89552	Fleming Key

1.4.2 Summary of Laboratory Data

Boring Designation	Sample Designation	USCS	LL	PL	Visual Shell %
CB-KWH02-08	1	SP-SM			
CB-KWH02-12	1	SP-SM			
CB-KWH02-21	1	MH			
CB-KWH02-24	1	MH			
CB-KWH02-25	1	GM			
CB-KWH02-28	1	SM			
CB-FKDA03-01	9	SM			
CB-FKDA03-02	3	GP-GM			
CB-FKDA03-03	7	SM			
CB-FKDA03-04	3	GP-GM			
CB-FKDA03-04	7	MH	50	30	
CB-FKDA03-05	2	GP-GM			
CB-FKDA03-06	6	MH	54	39	
CB-FKDA03-07	3	GP-GM			
CB-FKDA03-07	6	SM			
CB-KWH03-4	1	MH			100
CB-KWH03-4	2	MH	53	35	100
CB-KWH03-4	3	ML			100
CB-KWH03-5	1	MH	50	40	100
CB-KWH03-5	2	ML			100
CB-KWH03-5	3	ML			100
CB-KWH03-6	1	ML			100
CB-KWH03-6	2	MH	59	38	100
CB-KWH03-6	3	ML			
CB-KWH03-7	1	ML			100
CB-KWH03-7	2	MH	50	40	100
CB-KWH03-7	3	ML			100

1.4.3 Boring Log Notes

Borings CB-FKDA03-01 through 11 were driven using the Standard Penetration Test (SPT) procedure with a 140 lb. hammer with a 30-inch drop using a 2.0-foot split spoon (1 3/8-inch I.D. and

2-inch O.D.) until refusal was encountered. Refusal is defined as a total of 50 blows of the hammer within any 6-inch increment, a total of 100 blows of the hammer within any 1-foot increment, or no observed advance of the sampler after 10 successive blows of the hammer. After refusal, the borings were continued with a 4-inch x 5 1/2-inch diameter core barrel until the rate of penetration indicated softer material, at which point the SPT procedure was resumed.

Borings CB-1, CB-3 through 6, CB-9, CB-KWH02-08, CB-KWH02-12 through 28, CB-KWH03-11, were driven using a 5' sampler with a procedure similar to the Standard Penetration Test. Blow counts indicated are those required for sampling only and do not correlate to the N-values of a SPT.

Borings CB-KWH03-30 and CB-KWH03-32 through 37, were drilled with a NX diameter core barrel.

Samples from the borings CB-KWH02-08, CB-KWH02-12 through 28, CB-KWH03-11, KWH03-30, CB-KWH03-32 through 37, and CB-FKDA03-01 through 11 may be viewed at the District warehouse in Jacksonville. Borings CB-1, CB-3 through 6, and CB-9 have been discarded. Borings KW02-01 through 14 and CB-KWH03-4 through 7 are not available for viewing. It is strongly suggested that all contractors view the samples before submitting their bid. A statement shall be provided with the bid stating that it was prepared after inspection of the samples. If no such statement is submitted, the Government could find the bid non-responsive.

1.4.4 Boring Logs

Applicable boring logs are presented on the following pages.

HOLE NO. CB-1

DEPARTMENT OF THE ARMY
DIVISION Corps of Engineers
INSTALLATION Jacksonville, Florida

DRILLING LOG

1. PROJECT	Key West Harbor
SHEET	1 OF 1
2. LOCATION (Coordinates or Station)	STA 5+10 (KH 14 to KH 13) RGE 100
3. DRILLING AGENCY	Corps of Engineers
4. HOLE NO. (As shown on drawing title and file no.)	CB-1
5. NAME OF DRILLER	D. L. Leadholtz
6. DIRECTION OF HOLE	☒ VERTICAL ☐ INCLINED; DEGREES WITH VERTICAL
7. THICKNESS OF OVER-BURDEN	
8. DEPTH DRILLED INTO ROCK	
9. TOTAL DEPTH OF HOLE	17.7
10. SIZE AND TYPE OF BIT	See remarks
11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	MLW
12. MANUFACTURER'S DESIGNATION OF DRILL	Sprague & Henwood 40C
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN	DISTURBED; UNDISTURBED
14. TOTAL NO. CORE BOXES	1/2
15. ELEV. GROUND WATER	Tidal
16. DATE HOLE STARTED	9/9/63
DATE HOLE COMPLETED	9/9/63
17. ELEV. TOP OF HOLE	-22.3
18. TOTAL CORE RECOVERY FOR BORING (%)	60
19. ~~XXXXXXXXXXXXXXXXXXXX~~	Geologist Joe S. Gentile

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)	Blows/Ft
-22.3	0.0					Bit & Barrel -22.3	
-23.9	1.6		SILT, soft, calcareous, gray (ML)	50	1	2" I.D. Spoon -23.9	Settled
			LIMESTONE, medium, hard, light gray, permeable, porous, friable, fossiliferous (coral predominates)	80		" " -28.9	10, 14, 5, 10, 22
			Very friable, brittle, very fossiliferous, white, very permeable from -28.9 to -33.9	60		" " -33.9	22, 5, 10, 36, 33
				60		" " -38.9	26, 42, 44, 38, 23
-40.0	17.7			50		-40.0	48

300# Hammer w/18" Drop
Used on 2" I.D. Spoon

ENG FORM 1 MAR 61 1836 (EM 1110-1-1901) TRANSLUCENT PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED.

PROJECT Key West Harbor HOLE NO. CB-1

HOLE NO. CB-3

DEPARTMENT OF THE ARMY
DIVISION Corps of Engineers
INSTALLATION Jacksonville, Florida

DRILLING LOG

1. PROJECT: Key West Harbor
SHEET 1 OF 1
2. LOCATION (Coordinates or Station): STA 26+00 (Cut c) RGE 600
3. DRILLING AGENCY: Corps of Engineers
4. HOLE NO. (As shown on drawing title and file No.): CB-3
5. NAME OF DRILLER: Doyle L. Leadholtz
6. DIRECTION OF HOLE: ☑ VERTICAL ☐ INCLINED — DEGREES WITH VERTICAL
7. THICKNESS OF OVER-BURDEN
8. DEPTH DRILLED INTO ROCK
9. TOTAL DEPTH OF HOLE: 8.3
10. SIZE AND TYPE OF BIT: See remarks
11. DATUM FOR ELEVATION SHOWN (TBM or MSL): MLW
12. MANUFACTURER'S DESIGNATION OF DRILL: Sprague & Henwood 40C
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN: DISTURBED — UNDISTURBED
14. TOTAL NO. CORE BOXES: 1/2
15. ELEV. GROUND WATER: Tidal
16. DATE HOLE: STARTED 9/9/63 COMPLETED 9/9/63
17. ELEV. TOP OF HOLE: -31.7
18. TOTAL CORE RECOVERY FOR BORING (%): 70
19. SIGNATURE OF INSPECTOR: Jos S. Gentile, Geologist

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
						Bit & Barpel Bls/Ft
-31.7	0.0					-31.7
			LIMESTONE, medium hard, very permeable, porous, very fossiliferous, cream, dense, well consolidated	20		-32.0 2" I.D. Spoon 2
						13
						19
				90		" " 23
						42
						-38.0 19
-40.0	8.3			100		50
						-40.0 54

300# Hammer w/18" Drop
Used on 2" I.D. Spoon

ENG FORM 1 MAR 61 1836 (EM 1110-1-1801) TRANSLUCENT PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED. PROJECT Key West Harbor HOLE NO. CB-3

HOLE NO. CB-4

DEPARTMENT OF THE ARMY
DIVISION Corps of Engineers
INSTALLATION Jacksonville, Florida

DRILLING LOG

1. PROJECT: Key West Harbor
SHEET 1 OF 1
2. LOCATION (Coordinates or Station): STA 32+00 (Cut a) RGE 700
3. DRILLING AGENCY: Corps of Engineers
4. HOLE NO. (As shown on drawing title and file no.): CB-4
5. NAME OF DRILLER: Doyle L. Loadholts
6. DIRECTION OF HOLE: ☑ VERTICAL ☐ INCLINED — DEGREES WITH VERTICAL
7. THICKNESS OF OVER-BURDEN
8. DEPTH DRILLED INTO ROCK
9. TOTAL DEPTH OF HOLE 8.6'
10. SIZE AND TYPE OF BIT: See remarks
11. DATUM FOR ELEVATION SHOWN (TBM or MSL): MLW
12. MANUFACTURER'S DESIGNATION OF DRILL: Sprague & Henwood 40C
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN — DISTURBED — UNDISTURBED
14. TOTAL NO. CORE BOXES 1/3
15. ELEV. GROUND WATER Tidal
16. DATE HOLE — STARTED 9/10/63 — COMPLETED 9/10/63
17. ELEV. TOP OF HOLE -31.6
18. TOTAL CORE RECOVERY FOR BORING (%) 53
19. SIGNATURE OF INSPECTOR: Joe S. Gentile, Geologist

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
						Bit & Barrel Bls/Ft
-31.6	0.0					-31.6
			LIMESTONE, medium hard, cream, very fossiliferous, oolitic, very permeable and porous, friable	30		2" I.D. Spoon -34.2 — 3, 10, 8
			mostly coral from -38.2 to -40.2	70		" " — 28, 17, 24, 42, 15 -39.2
-40.2	8.6			50		-40.2 " " — 16

300# Hammer w/18" Drop
Used on 2" I.D. Spoon

ENG FORM 1 MAR 61 1836 (EM 1110-1-1801) TRANSLUCENT PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED.

PROJECT Key West Harbor HOLE NO. CB-4

HOLE NO. CB-5

DEPARTMENT OF THE ARMY
DIVISION Corps of Engineers
INSTALLATION Jacksonville, Florida

DRILLING LOG

1. PROJECT: Key West Harbor
SHEET 1 OF 1
2. LOCATION (Coordinates or Station): STA Point "A" (PI) 1+00 BGE 100
3. DRILLING AGENCY: Corps of Engineers
4. HOLE NO. (As shown on drawing title and file No.): CB-5
5. NAME OF DRILLER: Boyle L. Leadholts
6. DIRECTION OF HOLE: ☑ VERTICAL ☐ INCLINED — DEGREES WITH VERTICAL
7. THICKNESS OF OVER-BURDEN
8. DEPTH DRILLED INTO ROCK
9. TOTAL DEPTH OF HOLE: 17'
10. SIZE AND TYPE OF BIT: See remarks
11. DATUM FOR ELEVATION SHOWN (TBM or MSL): MLW
12. MANUFACTURER'S DESIGNATION OF DRILL: Sprague & Henwood 40C
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN: DISTURBED — UNDISTURBED
14. TOTAL NO. CORE BOXES: 2
15. ELEV. GROUND WATER: Tidal
16. DATE HOLE: STARTED 8/6/63 — COMPLETED 8/6/63
17. ELEV. TOP OF HOLE: -23.8
18. TOTAL CORE RECOVERY FOR BORING (%): 62
19. [redacted] Geologist: Joe S. Gentile

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
-23.8	0.0					Bit & Barrel Bls/Ft -23.8
-25.8	2.0		SILT, calcareous, soft, gray (ML)		1	2" I.D. Spoon Settled
			LIMESTONE, medium hard, cream colored, fossiliferous, permeable, porous, from -25.8 to -28.8 limestone is fractured and broken	50		↓ 4 6 -28.8 5
				80		30 30 " " 90 13 -33.8 12
			Solution hole (cavity) from -34.8 to -36.8 filled with small limestone fragments and shell very brittle and dense from -37.8 to -40.8	40		9 Fell ↓ " " 36 -38.8 50
-40.8	17.0			80		45 " " 40 -40.8

300# Hammer w/18" Drop
Used on 2" I.D. Spoon

ENG FORM 1 MAR 61 1836 (EM 1110-1-1801) TRANSLUCENT PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED.

PROJECT Key West Harbor HOLE NO. CB-5

HOLE NO. CB-6

DEPARTMENT OF THE ARMY
DIVISION Corps of Engineers
INSTALLATION Jacksonville, Florida

DRILLING LOG

1. PROJECT: Key West Harbor
SHEET 1 OF 1
2. LOCATION (Coordinates or Station): STA 16+00 (Cut c) RGE 225
3. DRILLING AGENCY: Corps of Engineers
4. HOLE NO. (As shown on drawing title and file No.): CB-6
5. NAME OF DRILLER: Doyle L. Loadholtz
6. DIRECTION OF HOLE: [x] VERTICAL [ ] INCLINED DEGREES WITH VERTICAL
7. THICKNESS OF OVER-BURDEN:
8. DEPTH DRILLED INTO ROCK:
9. TOTAL DEPTH OF HOLE: 8.2'
10. SIZE AND TYPE OF BIT: See remarks
11. DATUM FOR ELEVATION SHOWN (TBM or MSL): MLW
12. MANUFACTURER'S DESIGNATION OF DRILL: Sprague & Henwood 40C
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN: DISTURBED / UNDISTURBED
14. TOTAL NO. CORE BOXES: 1/3
15. ELEV. GROUND WATER: Tidal
16. DATE HOLE: STARTED 5/10/63 COMPLETED 5/10/63
17. ELEV. TOP OF HOLE: -31.8
18. TOTAL CORE RECOVERY FOR BORING (%): 67
19. SIGNATURE OF INSPECTOR: Joe S. Gentile, Geologist

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)	Blows/Ft
						Bit & Barrel	Blows/Ft
-31.8	0.0					-31.8	
			LIMESTONE, medium hard, fossiliferous, dense, slightly permeable, slightly porous, hard streaks from -35.8 to -38.3	50		2" I.D. Spoon -33.8	6, 6
				70		" " -38.8	33, 38, 62, 72, 35
-40.0	8.2			80		-40.0	38, 15
						300# Hammer w/18" Drop Used on 2" I.D. Spoon	

ENG FORM 1836 1 MAR 61 (EM 1110-1-1801) TRANSLUCENT PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED.

PROJECT Key West Harbor HOLE NO. CB-6

HOLE NO. CB-9

DEPARTMENT OF THE ARMY
DIVISION Corps of Engineers
INSTALLATION Jacksonville, Florida

DRILLING LOG

1. PROJECT: Key West Harbor
SHEET 1 OF 1
2. LOCATION (Coordinates or Station): STA 0+60 (SFL B/L) RGE 100
3. DRILLING AGENCY: Corps of Engineers
4. HOLE NO. (As shown on drawing title and file No.): CB-9
5. NAME OF DRILLER: Doyle L. Loadholts
6. DIRECTION OF HOLE: [X] VERTICAL [ ] INCLINED; DEGREES WITH VERTICAL
7. THICKNESS OF OVER-BURDEN
8. DEPTH DRILLED INTO ROCK
9. TOTAL DEPTH OF HOLE: 16.6
10. SIZE AND TYPE OF BIT: See remarks
11. DATUM FOR ELEVATION SHOWN (TBM or MSL): MLW
12. MANUFACTURER'S DESIGNATION OF DRILL: Sprague & Henwood 40C
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN: DISTURBED; UNDISTURBED
14. TOTAL NO. CORE BOXES: 1
15. ELEV. GROUND WATER: Tidal
16. DATE HOLE: STARTED 9/12/63; COMPLETED 9/12/63
17. ELEV. TOP OF HOLE: -21.8
18. TOTAL CORE RECOVERY FOR BORING (%): 65
19. ~~EXAMINER~~ Geologist: Joe S. Gentile

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)	Blows/Ft
-21.8	0.0					Bit & Barrel -21.8	
-22.8	1.0		SHELL and limestone fragments		1	2" I.D. Spoon -24.4	18, 28, 19
			LIMESTONE, medium hard, oolitic fossiliferous, permeable, porous, small solution holes, white, friable, thin streaks of dense hard limestone	100			
				90		" " -29.4	35, 37, 48, 21, 21
				70		" "	12, 20, 25, 23, 15
-34.4	12.6					-34.4	
		NO REC.	Lost sample spoon in hole, no recovery			" "	130, 350, 50, 45
-38.4	16.6					-38.4	

300# Hammer w/18" Drop
Used on 2" I.D. Spoon

ENG FORM 1 MAR 61 1836 (EM 1110-1-1801) TRANSLUCENT PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED.

PROJECT Key West Harbor HOLE NO. CB-9

Table 1. Sediment sample collection information.

Station Location	Sample Number	X (NAD 83 ft)	Y (NAD 83 ft)	Water Depth (ft)	Sediment Sample Volume	Bottom Description
Truman Harbor	KW02-01A*	387,277	81,658	32.7	12 gals	silt/clay
Truman Harbor	KW02-01B	387,503	81,380	32.5	12 gals	silt clay
Truman Harbor	KW02-01C	387,249	81,243	32.8	12 gals	silt/clay
Truman Harbor	KW02-02A**	387,218	80,249	35.1	12 gals	silt/clay
Truman Harbor	KW02-02B	386,870	80,157	34.9	12 gals	silt/clay
Truman Harbor	KW02-02C	386,703	79,856	35.5	12 gals	silt/clay
Truman Harbor	KW02-02-A-DUP***	387,218	80,249	34.9	12 gals	silt/clay
Truman Harbor	KW02-02-B-DUP	386,870	80,157	35.3	12 gals	silt/clay
Truman Harbor	KW02-02-C-DUP	386,703	79,856	34.8	12 gals	silt/clay
Turning Basin	KW02-03A****	385,434	82,411	33.8	2 gals	silt/clay
Turning Basin	KW02-03B	385,629	82,427	32.9	2 gals	silt/clay
Turning Basin	KW02-03C	385,612	82,184	33.6	2 gals	silt/clay
Turning Basin	KW02-04	385,471	80,160	34	2 L	coarse sand over rock
Main Ship Channel	KW02-05	385,381	78,417	35	6 gals	coarse sand on rock bottom
Main Ship Channel	KW02-06	385,228	75,999	33.1	2 L	coarse sand on rock bottom
Main Ship Channel	KW02-07	384,996	74,512	34.9	2 L	coarse sand on rock bottom
Main Ship Channel	KW02-08	385,525	71,856	34.7	2 L	sand with seagrass
Main Ship Channel	KW02-09	386,251	70,807	34.8	2 L	coarse sand
Main Ship Channel	KW02-10	388,646	67,304	33.2	2 L	silty sand
Main Ship Channel	KW02-11	388,050	67,012	33	2 L	silty sand
Main Ship Channel	KW02-12	388,727	64,793	34.9	2 L	sand with shell, rocks, coral
Main Ship Channel	KW02-13	389,485	52,498	35.1	2 L	coarse sand
Main Ship Channel	KW02-14	389,555	51,297	35	2 L	coarse sand
Main Ship Channel	KW02-14-DUP	389,555	51,297	35	2 L	coarse sand

*Samples from Stations KW02-01A, KW02-01B, and KW02-01C were composited and labeled as KW02-01.
**Samples from Stations KW02-02A, KW02-02B, and KW02-02C were composited and labeled as KW02-02.
***Additional samples from Stations KW02-02A, KW02-02B, and KW02-02C were composited and labeled as KW02-02DUP.
****Samples from Stations KW02-03A, KW02-03B, and KW02-03C were composited and labeled as KW02-03.

Boring Designation CB-KWH02-08

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Cut-A
2. BORING DESIGNATION	CB-KWH02-08
LOCATION COORDINATES	X = 386,404 Y = 70,637
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	6.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 1 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-12-03 / COMPLETED 02-12-03
16. ELEVATION TOP OF BORING	-34.7 Ft.
17. TOTAL RECOVERY FOR BORING	3 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.7	0.0						-34.7		
			SAND, silty, mostly angular to rounded fine to coarse-grained sand-sized carbonate, little silt, trace clay, strong reaction with HCl, wet, gray (SM)					WOH	
								1	
				4	1		5' Sampler	1	
								1	
								1	
							-39.7		
				0			5' Sampler	1	
-40.7	6.0						-40.7		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

2. Laboratory Testing Results

SAMPLE ID	SAMPLE DEPTH	LABORATORY CLASSIFICATION
1	0.0/5.0	SP-SM*

*Lab visual classification based on gradation curve. No Atterberg limits.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

Abbreviations:
WOH = Weight of Hammer.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-12

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Cut-B
2. BORING DESIGNATION	CB-KWH02-12
LOCATION COORDINATES	X = 385,247 Y = 76,426
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	5.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 1 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-12-03 / COMPLETED 02-12-03
16. ELEVATION TOP OF BORING	-35.2 Ft.
17. TOTAL RECOVERY FOR BORING	12 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-35.2	0.0						-35.2		
-37.0	1.8		SAND, poorly-graded, mostly angular to subangular fine to coarse-grained sand-sized carbonate, trace silt, strong reaction with HCl, wet, tan to gray (SP)		1			2 8	
-40.2	5.0	Mod. Weathered / Unweathered	Limestone, hard, moderately weathered, aphanitic, vuggy, tan At El. -38.8 Ft., unweathered	12			5' Sampler -40.2	15 23 41	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

2. Laboratory Testing Results

SAMPLE ID	SAMPLE DEPTH	LABORATORY CLASSIFICATION
1	0.0/5.0	SP-SM*

*Lab visual classification based on gradation curve. No Atterberg limits.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-13

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Cut-B
2. BORING DESIGNATION	CB-KWH02-13
LOCATION COORDINATES	X = 385,343 Y = 78,318
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	3.6 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 2 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-12-03 / COMPLETED 02-12-03
16. ELEVATION TOP OF BORING	-35.0 Ft.
17. TOTAL RECOVERY FOR BORING	31 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-35.0	0.0						-35.0		
		Moderately Weathered	Limestone, hard, moderately weathered, aphanitic, vuggy, coral and shell fragments, tan	31	1		5' Sampler	5 22 44	
		Unweath.	At El. -37.6 Ft., unweathered, solid						
-38.6	3.6				2		-38.6	50/0.6'	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-14

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Cut-C
2. BORING DESIGNATION	CB-KWH02-14
LOCATION COORDINATES	X = 385,529 Y = 79,454
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	3.8 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 1 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-09-03 / COMPLETED 02-09-03
16. ELEVATION TOP OF BORING	-34.3 Ft.
17. TOTAL RECOVERY FOR BORING	53 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.3	0.0						-34.3		
		Moderately Weathered	Limestone, hard, moderately weathered, aphanitic, vuggy, tan/gray	53	1		5' Sampler	6 6 12 50/0.8'	
-38.1	3.8						-38.1		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-15

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Turning Basin
2. BORING DESIGNATION	CB-KWH02-15
LOCATION COORDINATES	X = 385,174 Y = 80,379
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	2.8 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 2 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-11-03 / COMPLETED 02-11-03
16. ELEVATION TOP OF BORING	-34.2 Ft.
17. TOTAL RECOVERY FOR BORING	14 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.2	0.0						-34.2		
		U Moderately Weathered	Limestone, hard, moderately weathered, aphanitic, vuggy, shell and coral fragments, tan/gray	14	1		5' Sampler	8 16	
-37.0	2.8		At El. -36.4 Ft., fossiliferous, unweathered, solid		2		-37.0	50/0.8'	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-16

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Cut-C
2. BORING DESIGNATION	CB-KWH02-16
LOCATION COORDINATES	X = 386,235 Y = 81,290
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	5.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 1 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-08-03 / COMPLETED 02-08-03
16. ELEVATION TOP OF BORING	-34.0 Ft.
17. TOTAL RECOVERY FOR BORING	50 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.0	0.0						-34.0		
		Moderately Weathered	Limestone, fossiliferous, hard, moderately weathered, aphanitic, vuggy, white/gray/tan	50	1		5' Sampler	5 10 20 20 16	
-39.0	5.0						-39.0		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-17

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Turning Basin
2. BORING DESIGNATION	CB-KWH02-17
LOCATION COORDINATES	X = 385,498 Y = 80,893
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	2.9 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 2 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-11-03 / COMPLETED 02-11-03
16. ELEVATION TOP OF BORING	-35.4 Ft.
17. TOTAL RECOVERY FOR BORING	66 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-35.4	0.0						-35.4		
-37.4	2.0	Mod. Weathered	Limestone, soft, moderately weathered, aphanitic, vuggy, tan	66	1		5' Sampler	13 23	
-38.3	2.9	Unwea.	Limestone, hard, unweathered, aphanitic		2		-38.3	50/0.9'	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-18

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT: Key West Harbor, FL Cut-C	9. SIZE AND TYPE OF BIT: See Remarks
	10. COORDINATE SYSTEM/DATUM: State Plane, FLE (U.S. Ft.) — HORIZONTAL: NAD83 — VERTICAL: MLLW
2. BORING DESIGNATION: CB-KWH02-18 — LOCATION COORDINATES: X = 386,380 Y = 80,936	11. MANUFACTURER'S DESIGNATION OF DRILL: Acker on WB-33 — ☐ AUTO HAMMER ☒ MANUAL HAMMER
3. DRILLING AGENCY: Corps Of Engineers — CONTRACTOR FILE NO.	12. TOTAL SAMPLES — DISTURBED: 1 — UNDISTURBED (UD): 0
4. NAME OF DRILLER: Mark Whitson	13. TOTAL NUMBER CORE BOXES: 1
5. DIRECTION OF BORING: ☒ VERTICAL ☐ INCLINED — DEG. FROM VERTICAL: — BEARING:	14. ELEVATION GROUND WATER: N/A
	15. DATE BORING — STARTED: 02-09-03 — COMPLETED: 02-09-03
6. THICKNESS OF OVERBURDEN: 0.0 Ft.	16. ELEVATION TOP OF BORING: -35.4 Ft.
7. DEPTH DRILLED INTO ROCK: 0.0 Ft.	17. TOTAL RECOVERY FOR BORING: 100 %
8. TOTAL DEPTH OF BORING: 0.3 Ft.	18. SIGNATURE AND TITLE OF INSPECTOR: Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-35.4	0.0						-35.4		
-35.7	0.3		Limestone, hard, unweathered, aphanitic, vuggy, coral fragments, tan	100	1		-35.7 5' Sampler	50/0.3'	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-1/2" I.D. x 2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-19

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Cut-C
2. BORING DESIGNATION	CB-KWH02-19
LOCATION COORDINATES	X = 386,614 Y = 81,373
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	4.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 1 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-09-03 / COMPLETED 02-09-03
16. ELEVATION TOP OF BORING	-36.0 Ft.
17. TOTAL RECOVERY FOR BORING	50 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-36.0	0.0						-36.0		
		Slightly Weathered	Limestone, hard, slightly weathered, aphanitic, vuggy, coral and shell fragments, tan	50	1		5' Sampler	20 25 28 50	
-40.0	4.0						-40.0		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-20

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Turning Basin
2. BORING DESIGNATION	CB-KWH02-20
LOCATION COORDINATES	X = 385,557 Y = 82,023
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	4.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 1 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-07-03 / COMPLETED 02-07-03
16. ELEVATION TOP OF BORING	-31.7 Ft.
17. TOTAL RECOVERY FOR BORING	35 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-31.7	0.0						-31.7		
-32.6	0.9		SAND, silty, mostly subangular to subrounded fine to coarse-grained sand-sized carbonate, some silt, strong reaction with HCl, light gray (SM)					5	
-32.9	1.2	M	Limestone, soft, moderately weathered, aphanitic, white					7	
			SAND, silty, mostly subangular to subrounded fine to coarse-grained sand-sized carbonate, some silt, strong reaction with HCl, light gray (SM)	35	1		5' Sampler	6	
-35.5	3.8							56	
-35.7	4.0	S	Limestone, hard, slightly weathered, aphanitic, vuggy, white				-35.7		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-21

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Turning Basin
2. BORING DESIGNATION	CB-KWH02-21
LOCATION COORDINATES	X = 385,451 Y = 82,479
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	5.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 2 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-07-03 / COMPLETED 02-07-03
16. ELEVATION TOP OF BORING	-34.3 Ft.
17. TOTAL RECOVERY FOR BORING	40 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.3	0.0						-34.3		
-35.8	1.5		SAND, silty, mostly carbonate, little fine gravel-sized sand, strong reaction with HCl, gray (SM)					WOR	
-38.5	4.2	Moderately Weathered	Limestone, soft, moderately weathered, aphanitic, vuggy, gray	40	1		5' Sampler	WOR 16 40	
-39.3	5.0	Unwea.	Limestone, hard, unweathered, aphanitic, white		2		-39.3	50	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

2. Laboratory Testing Results

SAMPLE ID	SAMPLE DEPTH	LABORATORY CLASSIFICATION
1	0.0/3.7	MH*

*Lab visual classification based on gradation curve. No Atterberg limits.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

Abbreviations:
WOR = Weight of Rods.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-22

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Cut-C
2. BORING DESIGNATION	CB-KWH02-22
LOCATION COORDINATES	X = 387,061 Y = 83,138
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	1.5 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 1 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-07-03 / COMPLETED 02-07-03
16. ELEVATION TOP OF BORING	-34.0 Ft.
17. TOTAL RECOVERY FOR BORING	100 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.0	0.0						-34.0		
-34.2	0.2		SAND, silty, mostly angular to subangular fine to coarse-grained sand-sized carbonate, little silt, strong reaction with HCl, wet, gray (SM)	100	1		5' Sampler	60	
-34.5	0.5	Sl. Wea. M							
-35.5	1.5		Limestone, fossiliferous, soft, moderately weathered, aphanitic, vuggy, white Limestone, hard, slightly weathered, aphanitic, solid, tan				-35.5	50/0.5'	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-23

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Cut-C
2. BORING DESIGNATION	CB-KWH02-23
LOCATION COORDINATES	X = 387,206 Y = 82,842
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	4.2 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 1 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-08-03 / COMPLETED 02-08-03
16. ELEVATION TOP OF BORING	-35.9 Ft.
17. TOTAL RECOVERY FOR BORING	60 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-35.9	0.0						-35.9		
-38.1	2.2	Slightly Weathered	Limestone, oolitic, soft, slightly weathered, aphanitic, vuggy, shell fragments, tan	60	1		5' Sampler	20 20 46 42	
-40.1	4.2	Unweathered	Limestone, hard, unweathered, aphanitic, solid, white				-40.1	50/0.2'	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-24

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Truman Harbor
2. BORING DESIGNATION	CB-KWH02-24
LOCATION COORDINATES	X = 387,212 Y = 81,621
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	8.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 3 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-11-03 / COMPLETED 02-11-03
16. ELEVATION TOP OF BORING	-32.7 Ft.
17. TOTAL RECOVERY FOR BORING	33 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-32.7	0.0						-32.7		
-33.6	0.9		SILT, inorganic-H, nonplastic, soft, trace clay, strong reaction with HCl, wet, gray (MH)		1			WOR	
		Moderately Weathered	Limestone, soft, moderately weathered, aphanitic, vuggy, tan	24	2		5' Sampler	19	
								29	
								26	
							-37.7	15	
				47	3		5' Sampler	9	
								10	
-40.7	8.0						-40.7	19	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

2. Laboratory Testing Results

SAMPLE ID	SAMPLE DEPTH	LABORATORY CLASSIFICATION
1	0.0/1.0	MH*

*Lab visual classification based on gradation curve. No Atterberg limits.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

Abbreviations:
WOR = Weight of Rods.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-25

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT: Key West Harbor, FL, Truman Harbor	9. SIZE AND TYPE OF BIT: See Remarks
	10. COORDINATE SYSTEM/DATUM: State Plane, FLE (U.S. Ft.) — HORIZONTAL: NAD83 — VERTICAL: MLLW
2. BORING DESIGNATION: CB-KWH02-25 — LOCATION COORDINATES: X = 387,289 Y = 80,804	11. MANUFACTURER'S DESIGNATION OF DRILL: Acker on WB-33 — ☐ AUTO HAMMER ☒ MANUAL HAMMER
3. DRILLING AGENCY: Corps Of Engineers — CONTRACTOR FILE NO.	12. TOTAL SAMPLES — DISTURBED: 1 — UNDISTURBED (UD): 0
4. NAME OF DRILLER: Mark Whitson	13. TOTAL NUMBER CORE BOXES: 1
5. DIRECTION OF BORING: ☒ VERTICAL ☐ INCLINED — DEG. FROM VERTICAL: — BEARING:	14. ELEVATION GROUND WATER: N/A
	15. DATE BORING — STARTED: 02-09-03 — COMPLETED: 02-09-03
6. THICKNESS OF OVERBURDEN: 0.0 Ft.	16. ELEVATION TOP OF BORING: -34.8 Ft.
7. DEPTH DRILLED INTO ROCK: 0.0 Ft.	17. TOTAL RECOVERY FOR BORING: 50 %
8. TOTAL DEPTH OF BORING: 5.0 Ft.	18. SIGNATURE AND TITLE OF INSPECTOR: Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.8	0.0						-34.8		
			SILT, inorganic-H, soft, few clay, strong reaction with HCl, wet, occasional layers of hard limestone up to 2" thick, gray (MH)					6	
								7	
				50	1		5' Sampler	8	
								12	
								7	
-39.8	5.0						-39.8		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

2. Laboratory Testing Results

SAMPLE ID	SAMPLE DEPTH	LABORATORY CLASSIFICATION
1	0.0/5.0	GM*

*Lab visual classification based on gradation curve. No Atterberg limits.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-26

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Truman Harbor
2. BORING DESIGNATION	CB-KWH02-26
LOCATION COORDINATES	X = 386,692 Y = 80,549
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	3.5 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 2 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-11-03 / COMPLETED 02-11-03
16. ELEVATION TOP OF BORING	-34.7 Ft.
17. TOTAL RECOVERY FOR BORING	34 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.7	0.0						-34.7		
-36.1	1.4		SILT, inorganic-H, trace fine-grained sand-sized sand, trace clay, strong reaction with HCl, wet, gray (MH)	34	1		5' Sampler	WOR	
-37.7	3.0	Mod. Weat.	Limestone, soft, moderately weathered, aphanitic, vuggy, tan		2			12 42	
-38.2	3.5	U	Limestone, hard, unweathered, aphanitic, solid, tan				-38.2	50/0.5'	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-1/2" I.D. x 2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

Abbreviations:
WOR = Weight of Rods.

0
5
10
15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-27

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Truman Harbor
2. BORING DESIGNATION	CB-KWH02-27
LOCATION COORDINATES	X = 387,303 Y = 80,239
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	5.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 1 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-09-03 / COMPLETED 02-09-03
16. ELEVATION TOP OF BORING	-34.3 Ft.
17. TOTAL RECOVERY FOR BORING	0 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.3	0.0						-34.3		
			SILT, inorganic-H, soft, few clay, trace fine-grained sand-sized sand, strong reaction with HCl, wet, occasional gravel-sized limestone, gray (MH)					6	
								6	
				0	1		5' Sampler	9	
								8	
								7	
-39.3	5.0						-39.3		
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils Classification System.				140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.). Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.		

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH02-28

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Truman Harbor
2. BORING DESIGNATION	CB-KWH02-28
LOCATION COORDINATES	X = 386,699 Y = 79,902
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	4.6 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	Acker on WB-33
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 3 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 02-11-03 / COMPLETED 02-11-03
16. ELEVATION TOP OF BORING	-33.5 Ft.
17. TOTAL RECOVERY FOR BORING	26 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-33.5	0.0						-33.5		
-36.0	2.5		SILT, inorganic-H, soft, little fine-grained sand-sized sand, strong reaction with HCl, wet, gray (MH)	26	1		5' Sampler	WOH 6 15	
-37.5	4.0	Mod. Wea.	Limestone, soft, moderately weathered, aphanitic, vuggy, tan		2			21	
-38.1	4.6	U	Limestone, hard, unweathered, aphanitic, solid, tan		3		-38.1	50/0.6'	

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

2. Laboratory Testing Results

SAMPLE ID	SAMPLE DEPTH	LABORATORY CLASSIFICATION
1	0.0/2.5	SM*

*Lab visual classification based on gradation curve. No Atterberg limits.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-3/4" I.D. x 2-1/2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

Abbreviations:
WOH = Weight of Hammer.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH03-11

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT: Key West Harbor, FL Cut-B	9. SIZE AND TYPE OF BIT: See Remarks
	10. COORDINATE SYSTEM/DATUM: State Plane, FLE (U.S. Ft.) — HORIZONTAL: NAD83 — VERTICAL: MLLW
2. BORING DESIGNATION: CB-KWH03-11 — LOCATION COORDINATES: X = 384,986 Y = 75,021	11. MANUFACTURER'S DESIGNATION OF DRILL: CME-75 (jack-up barge mounted) — ☐ AUTO HAMMER ☒ MANUAL HAMMER
3. DRILLING AGENCY: Corps Of Engineers — CONTRACTOR FILE NO.	12. TOTAL SAMPLES — DISTURBED: 1 — UNDISTURBED (UD): 0
4. NAME OF DRILLER: Larry Wooters	13. TOTAL NUMBER CORE BOXES: 1
5. DIRECTION OF BORING: ☒ VERTICAL ☐ INCLINED — DEG. FROM VERTICAL — BEARING	14. ELEVATION GROUND WATER: N/A
	15. DATE BORING — STARTED: 04-03-03 — COMPLETED: 04-03-03
6. THICKNESS OF OVERBURDEN: 4.8 Ft.	16. ELEVATION TOP OF BORING: -31.5 Ft.
7. DEPTH DRILLED INTO ROCK: 5.0 Ft.	17. TOTAL RECOVERY FOR BORING: 65 %
8. TOTAL DEPTH OF BORING: 9.8 Ft.	18. SIGNATURE AND TITLE OF INSPECTOR: Chris Papiernik, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-31.5	0.0						-31.5		
-34.8	3.3		OVERBURDEN NOT SAMPLED	NR			Advanced Boring w/ 6" casing -34.8		
-35.3	3.8		GRAVEL, well-graded, mostly angular coarse gravel-sized limestone, gray (GW)						
		Moderately Weathered	Limestone, fossiliferous, moderately hard, moderately weathered, aphanitic, pitted, chalky, gray/white	113	1		5' Sampler -36.3	57 / 63/0.5'	
				40	BOX 1	RQD 0	4 x 5-1/2" Diamond Set Bit DT = 8 mins -38.8		
		Unweathered	At El. -38.8 Ft., coralline, soft, unweathered, fine-grained, porous	60		RQD 0	4 x 5-1/2" Diamond Set Bit DT = 4 mins		
-41.3	9.8						-41.3		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

140# hammer w/30" drop used with 5.0' solid tube sampler (1-1/2" I.D. x 2" O.D.).

Blow counts indicated are those required for sampling only and do not correlate to the N-values of a Standard Penetration Test.

Abbreviations:
NR = Not Recorded.
DT = Drill Time.

0 5 10 15

SAJ FORM 1836
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Boring Designation CB-KWH03-30

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT: Key West Harbor, FL Cut-B	9. SIZE AND TYPE OF BIT: See Remarks
	10. COORDINATE SYSTEM/DATUM: State Plane, FLE (U.S. Ft.) — HORIZONTAL: NAD83 — VERTICAL: MLLW
2. BORING DESIGNATION: CB-KWH03-30 — LOCATION COORDINATES: X = 385,316 Y = 78,459	11. MANUFACTURER'S DESIGNATION OF DRILL: CME-75 (jack-up barge mounted) — ☐ AUTO HAMMER ☒ MANUAL HAMMER
3. DRILLING AGENCY: Corps Of Engineers — CONTRACTOR FILE NO.	12. TOTAL SAMPLES — DISTURBED: 1 — UNDISTURBED (UD): 0
4. NAME OF DRILLER: L.C. Gregory	13. TOTAL NUMBER CORE BOXES: 2
5. DIRECTION OF BORING: ☒ VERTICAL ☐ INCLINED — DEG. FROM VERTICAL — BEARING	14. ELEVATION GROUND WATER: N/A
	15. DATE BORING — STARTED: 04-06-03 — COMPLETED: 04-06-03
6. THICKNESS OF OVERBURDEN: 2.0 Ft.	16. ELEVATION TOP OF BORING: -35.7 Ft.
7. DEPTH DRILLED INTO ROCK: 5.0 Ft.	17. TOTAL RECOVERY FOR BORING: 84 %
8. TOTAL DEPTH OF BORING: 7.0 Ft.	18. SIGNATURE AND TITLE OF INSPECTOR: Chris Papiernik, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-35.7	0.0						-35.7		
-37.2	1.5		GRAVEL, well-graded, mostly fine to coarse gravel-sized limestone, white (GW)	NR	1		Advanced Boring w/ NX casing -37.7		
-42.7	7.0	Unweathered	Limestone, moderately hard, unweathered, aphanitic, vuggy, layers of hard limestone, white	84	BOX 1 / BOX 2	RQD 53	NX Diamond Impregnated Bit DT = 15 mins HP = 300 psi DFR = 50 % -42.7		
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils Classification System.	NR			Abbreviations: NR = Not Recorded. DT = Drill Time. HP = Hydraulic Pressure. DFR = Drill Fluid Return.		

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH03-32

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Turning Basin
2. BORING DESIGNATION	CB-KWH03-32
LOCATION COORDINATES	X = 385,518 Y = 80,662
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	L.C. Gregory
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	3.5 Ft.
7. DEPTH DRILLED INTO ROCK	5.0 Ft.
8. TOTAL DEPTH OF BORING	8.5 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	CME-75 (jack-up barge mounted)
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 0 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 04-05-03 / COMPLETED 04-05-03
16. ELEVATION TOP OF BORING	-32.4 Ft.
17. TOTAL RECOVERY FOR BORING	64 %
18. SIGNATURE AND TITLE OF INSPECTOR	Chris Papiernik, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-32.4	0.0						-32.4		
-34.9	2.5		OVERBURDEN NOT SAMPLED	NR			Advanced Boring w/ NX casing -35.9		
-40.9	8.5	Unweathered	Limestone, coralline, moderately hard, unweathered, aphanitic, thick, vuggy, white	64	BOX 1	RQD 28	NX Diamond Impregnated Bit DT = 12 mins -40.9		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

Abbreviations:
NR = Not Recorded.
DT = Drill Time.

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Boring Designation CB-KWH03-33

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Cut-C
2. BORING DESIGNATION	CB-KWH03-33
LOCATION COORDINATES	X = 386,328 Y = 80,804
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	L.C. Gregory
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	3.0 Ft.
7. DEPTH DRILLED INTO ROCK	7.0 Ft.
8. TOTAL DEPTH OF BORING	10.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	CME-75 (jack-up barge mounted)
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 0 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 04-06-03 / COMPLETED 04-06-03
16. ELEVATION TOP OF BORING	-34.7 Ft.
17. TOTAL RECOVERY FOR BORING	21 %
18. SIGNATURE AND TITLE OF INSPECTOR	Chris Papiernik, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.7	0.0						-34.7		
-37.2	2.5		OVERBURDEN NOT SAMPLED	NR			Advanced Boring w/ NX casing -37.7		
-44.7	10.0	Unweathered	Limestone, coralline, fossiliferous, moderately hard, unweathered, aphanitic, pitted, white	0	BOX 1	RQD 0	NX Diamond Impregnated Bit DT = 13 mins HP = 200 psi DFR = 40 % -42.7		
				75		RQD 0	NX Diamond Impregnated Bit DT = 5 mins HP = 200 psi DFR = 40 % -44.7		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

Abbreviations:
NR = Not Recorded.
DT = Drill Time.
HP = Hydraulic Pressure.
DFR = Drill Fluid Return.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH03-34

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Cut-C
2. BORING DESIGNATION	CB-KWH03-34
LOCATION COORDINATES	X = 386,566 Y = 81,436
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	L.C. Gregory
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	6.0 Ft.
7. DEPTH DRILLED INTO ROCK	5.0 Ft.
8. TOTAL DEPTH OF BORING	11.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	CME-75 (jack-up barge mounted)
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 0 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 04-07-03 / COMPLETED 04-07-03
16. ELEVATION TOP OF BORING	-30.7 Ft.
17. TOTAL RECOVERY FOR BORING	58 %
18. SIGNATURE AND TITLE OF INSPECTOR	Chris Papiernik, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-30.7	0.0						-30.7		
-34.2	3.5		OVERBURDEN NOT SAMPLED	NR			Advanced Boring w/ NX casing		
-36.2	5.5		GRAVEL, well-graded (GW)						
-41.7	11.0	Unweathered	Limestone, coralline, moderately hard, unweathered, white				-36.7		
				58	BOX 1	RQD 30	NX Diamond Impregnated Bit DT = 14 mins HP = 300 psi DFR = 50 %		
							-41.7		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

Abbreviations:
NR = Not Recorded.
DT = Drill Time.
HP = Hydraulic Pressure.
DFR = Drill Fluid Return.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH03-35

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT: Key West Harbor, FL Turning Basin	9. SIZE AND TYPE OF BIT: See Remarks
	10. COORDINATE SYSTEM/DATUM: State Plane, FLE (U.S. Ft.) — HORIZONTAL: NAD83 — VERTICAL: MLLW
2. BORING DESIGNATION: CB-KWH03-35 — LOCATION COORDINATES: X = 385,602 Y = 82,008	11. MANUFACTURER'S DESIGNATION OF DRILL: CME-75 (jack-up barge mounted) — ☐ AUTO HAMMER ☒ MANUAL HAMMER
3. DRILLING AGENCY: Corps Of Engineers — CONTRACTOR FILE NO.	12. TOTAL SAMPLES — DISTURBED: 0 — UNDISTURBED (UD): 0
4. NAME OF DRILLER: L.C. Gregory	13. TOTAL NUMBER CORE BOXES: 1
5. DIRECTION OF BORING: ☒ VERTICAL ☐ INCLINED — DEG. FROM VERTICAL: — BEARING:	14. ELEVATION GROUND WATER: N/A
	15. DATE BORING — STARTED: 04-05-03 — COMPLETED: 04-05-03
6. THICKNESS OF OVERBURDEN: 2.0 Ft.	16. ELEVATION TOP OF BORING: -34.9 Ft.
7. DEPTH DRILLED INTO ROCK: 5.0 Ft.	17. TOTAL RECOVERY FOR BORING: 66 %
8. TOTAL DEPTH OF BORING: 7.0 Ft.	18. SIGNATURE AND TITLE OF INSPECTOR: Chris Papiernik, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-34.9	0.0						-34.9		
-36.9	2.0		OVERBURDEN NOT SAMPLED	NR			Advanced Boring w/ NX casing -36.9		
-39.0	4.1		GRAVEL, well-graded, mostly angular fine to coarse gravel-sized limestone, some fine to coarse-grained sand-sized sand, white (GW)	66	BOX 1	RQD 52	NX Diamond Impregnated Bit DT = 11 mins		
-41.9	7.0	Slightly Weathered	Limestone, coralline, hard, slightly weathered, aphanitic, thick, vuggy, white				-41.9		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

Abbreviations:
NR = Not Recorded.
DT = Drill Time.

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH03-36

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Truman Harbor
2. BORING DESIGNATION	CB-KWH03-36
LOCATION COORDINATES	X = 387,189 Y = 81,560
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	6.7 Ft.
7. DEPTH DRILLED INTO ROCK	5.0 Ft.
8. TOTAL DEPTH OF BORING	11.7 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	CME-75 (jack-up barge mounted)
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 0 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 04-04-03 / COMPLETED 04-04-03
16. ELEVATION TOP OF BORING	-30.3 Ft.
17. TOTAL RECOVERY FOR BORING	60 %
18. SIGNATURE AND TITLE OF INSPECTOR	Chris Papiernik, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-30.3	0.0						-30.3		
-35.3	5.0		SILT, inorganic-L, light gray (ML)	NR			Advanced Boring w/ NX casing		
-37.0	6.7		GRAVEL, well-graded, mostly angular fine to coarse gravel-sized limestone, trace clay, trace silt, gray (GW)				-37.0		
		Slightly Weathered	Limestone, soft, slightly weathered, aphanitic, pitted, occasional thin hard limestone layers up to 2" thick, occasional coral, gray	67	BOX 1	RQD 0	NX Diamond Impregnated Bit DT = 8 mins -40.0		
-42.0	11.7			50		RQD 0	NX Diamond Impregnated Bit DT = 4 mins -42.0		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

Abbreviations:
NR = Not Recorded.
DT = Drill Time.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-KWH03-37

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 1 SHEETS

1. PROJECT	Key West Harbor, FL Turning Basin
2. BORING DESIGNATION	CB-KWH03-37
LOCATION COORDINATES	X = 386,227 Y = 82,323
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	L.C. Gregory
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	3.0 Ft.
7. DEPTH DRILLED INTO ROCK	5.0 Ft.
8. TOTAL DEPTH OF BORING	8.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	MLLW
11. MANUFACTURER'S DESIGNATION OF DRILL	CME-75 (jack-up barge mounted)
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 0 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	2
14. ELEVATION GROUND WATER	N/A
15. DATE BORING	STARTED 04-07-03 / COMPLETED 04-07-03
16. ELEVATION TOP OF BORING	-35.2 Ft.
17. TOTAL RECOVERY FOR BORING	84 %
18. SIGNATURE AND TITLE OF INSPECTOR	Chris Papiernik, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 1 FT.	N-VALUE
-35.2	0.0						-35.2		
-37.7	2.5		OVERBURDEN NOT SAMPLED	NR			Advanced Boring w/ NX casing -38.2		
-43.2	8.0	Slightly Weathered	Limestone, coralline, fossiliferous, moderately hard, slightly weathered, aphanitic, pitted, thin layers of hard limestone, light gray From El. -40.4 to -41.1 Ft., thin layer of hard limestone From El. -41.7 to -42.1 Ft., thin layer of hard limestone At El. -42.7 Ft., vuggy	84	BOX 1 BOX 2	RQD 55	NX Diamond Impregnated Bit DT = 17 mins HP = 200 psi DFR = 0 % -43.2		

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

Abbreviations:
NR = Not Recorded.
DT = Drill Time.
HP = Hydraulic Pressure.
DFR = Drill Fluid Return.

0 5 10 15

SAJ FORM 1836
JUN 02

Boring Designation CB-FKDA03-01

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT	Key West Harbor, FL Fleming Key Disposal Area
2. BORING DESIGNATION	CB-FKDA03-01
LOCATION COORDINATES	X = 392,096 Y = 92,984
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	13.5 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	NGVD29
11. MANUFACTURER'S DESIGNATION OF DRILL	Failing 1500
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 10 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	1.1 Ft.
15. DATE BORING	STARTED 06-17-03 / COMPLETED 06-17-03
16. ELEVATION TOP OF BORING	4.1 Ft.
17. TOTAL RECOVERY FOR BORING	58 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
4.1	0.0						4.1		
			FILL, gravelly, mostly fine to coarse gravel-sized limestone, some silt, little sand, strong reaction with HCl, dry, tan	60	1		SPT Sampler 2.6	4 9 8	17
				73	2		SPT Sampler 1.1	8 9 10	19
			At El. 0.1 Ft., wet	67	3		SPT Sampler -0.4	8 11 11	22
				40	4		SPT Sampler -1.9	3 4 3	7
			At El. -1.9 Ft., little silt	60	5		SPT Sampler -3.4	4 3 3	6
				20	6		SPT Sampler -4.9	18 12 3	15
				40	7		SPT Sampler -6.4	4 3 3	6
-6.9	11.0				8			3	
-7.9	12.0		SAND, silty, mostly angular to subangular fine to medium-grained carbonate, little silt, strong reaction with HCl, wet, tan (SM)	80	9		SPT Sampler -7.9	2 2	4
-9.2	13.3	Sl. Weat.	Limestone, oolitic, hard, slightly weathered, aphanitic, vuggy, tan	80	10		SPT Sampler -9.4	8 20 21	41
-9.4	13.5		CLAY, fat, high plasticity, soft, little silt, trace sand, strong reaction with HCl, wet, strong hydrogen sulfide odor, light gray (CH)				140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.).		
			NOTES:						

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SAJ FORM 1836
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(Continued)

Boring Designation CB-FKDA03-01

DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District		SHEET 2 OF 2 SHEETS
PROJECT Key West Harbor, FL	COORDINATE SYSTEM/DATUM State Plane, FLE (U.S. Ft.)	HORIZONTAL NAD83	VERTICAL NGVD29
LOCATION COORDINATES X = 392,096 Y = 92,984	ELEVATION TOP OF BORING 4.1 Ft.		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			1. Soils are field visually classified in accordance with the Unified Soils Classification System.						
			2. Laboratory Testing Results						
			SAMPLE ID / SAMPLE DEPTH / LABORATORY CLASSIFICATION						
			9 / 11.0/12.0 / SM*						
			*Lab visual classification based on gradation curve. No Atterberg limits.						

15 20 25 30 35

SAJ FORM 1836-A
JUN 02

Boring Designation CB-FKDA03-02

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT	Key West Harbor, FL Fleming Key Disposal Area
2. BORING DESIGNATION	CB-FKDA03-02
LOCATION COORDINATES	X = 391,400 Y = 93,013
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Sam Taylor
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	13.5 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	NGVD29
11. MANUFACTURER'S DESIGNATION OF DRILL	Failing 1500
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 10 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	0.7 Ft.
15. DATE BORING	STARTED 06-18-03 / COMPLETED 06-18-03
16. ELEVATION TOP OF BORING	5.2 Ft.
17. TOTAL RECOVERY FOR BORING	73 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
5.2	0.0						5.2		
			FILL, gravelly, mostly fine to coarse gravel-sized carbonate, little silt, little sand, strong reaction with HCl, dry, tan	80	1		SPT Sampler 3.7	9 9 11	20
				80	2		SPT Sampler 2.2	7 9 11	20
			At El. 1.2 Ft., moist	73	3		SPT Sampler 0.7	13 9 9	18
			At El. 0.7 Ft., few silt, trace sand, wet	27	4		SPT Sampler -0.8	10 5 8	13
				47	5		SPT Sampler -2.3	5 4 3	7
-3.3	8.5			67	6		SPT Sampler -3.8	2 2 2	4
			SILT, inorganic-L, low plasticity, soft, trace sand, strong reaction with HCl, moist, tan (ML)		7				
				93	8		SPT Sampler -5.3	2 3 2	5
-6.8	12.0			100	9		SPT Sampler -6.8	1 2 0	2
-7.8	13.0		CLAY, fat, low plasticity, soft, some silt, moist, tan (CH)	87	10		SPT Sampler -8.3	WOH WOH 27	27
-8.3	13.5		Limestone, hard, unweathered, aphanitic, solid, dark gray						

NOTES:

1. Soils are field visually classified in

140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.).

Abbreviations:

(Continued)

DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District		SHEET 2 OF 2 SHEETS
PROJECT Key West Harbor, FL	COORDINATE SYSTEM/DATUM State Plane, FLE (U.S. Ft.)	HORIZONTAL NAD83	VERTICAL NGVD29
LOCATION COORDINATES X = 391,400 Y = 93,013	ELEVATION TOP OF BORING 5.2 Ft.		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			accordance with the Unified Soils Classification System. 2. Laboratory Testing Results SAMPLE ID — SAMPLE DEPTH — LABORATORY CLASSIFICATION 3 — 3.0/4.5 — GP-GM* *Lab visual classification based on gradation curve. No Atterberg limits.				WOH = Weight of Hammer.		

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Boring Designation CB-FKDA03-03

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT	Key West Harbor, FL Fleming Key Disposal Area
2. BORING DESIGNATION	CB-FKDA03-03
LOCATION COORDINATES	X = 391,441 Y = 92,033
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	15.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	NGVD29
11. MANUFACTURER'S DESIGNATION OF DRILL	CME-45 (land-based)
	☒ AUTO HAMMER ☐ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 10 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	-0.3 Ft.
15. DATE BORING	STARTED 06-19-03 / COMPLETED 06-19-03
16. ELEVATION TOP OF BORING	4.2 Ft.
17. TOTAL RECOVERY FOR BORING	69 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
4.2	0.0						4.2		
			FILL, gravelly, mostly subangular to subrounded coarse gravel-sized carbonate, little silt, little sand, strong reaction with HCl, dry, tan	87	1		SPT Sampler 2.7	2 3 4	7
				67	2		SPT Sampler 1.2	4 4 4	8
				40	3		SPT Sampler -0.3	3 4 7	11
			At El. -0.3 Ft., wet						
				60	4		SPT Sampler -1.8	5 6 2	8
				33	5		SPT Sampler -3.3	2 2 1	3
-4.8	9.0			53	6		SPT Sampler -4.8	3 2 2	4
			SAND, silty, mostly rounded fine-grained carbonate, some silt, strong reaction with HCl, wet, tan (SM)	93	7		SPT Sampler -6.3	3 3 1	4
			From El. -6.8 to -7.3 Ft., trace clay	80	8		SPT Sampler -7.8	1 1 1	2
-7.8	12.0								
		Slightly Weathered	Limestone, soft, slightly weathered, aphanitic, vuggy, silty sand filling voids, tan	100	9		SPT Sampler -9.3	3 7 9	16
				80	10		SPT Sampler -10.8	2 7 10	17
-10.8	15.0								

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(Continued)

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DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District			SHEET 2 OF 2 SHEETS
PROJECT Key West Harbor, FL	COORDINATE SYSTEM/DATUM State Plane, FLE (U.S. Ft.)	HORIZONTAL NAD83	VERTICAL NGVD29	
LOCATION COORDINATES X = 391,441 Y = 92,033	ELEVATION TOP OF BORING 4.2 Ft.			

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils Classification System. 2. Laboratory Testing Results SAMPLE ID — SAMPLE DEPTH — LABORATORY CLASSIFICATION 7 — 9.0/10.5 — SM* *Lab visual classification based on gradation curve. No Atterberg limits.				140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.).		

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SAJ FORM 1836-A
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Boring Designation CB-FKDA03-04

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT	Key West Harbor, FL Fleming Key Disposal Area
2. BORING DESIGNATION	CB-FKDA03-04
LOCATION COORDINATES	X = 392,075 Y = 92,133
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	13.5 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	NGVD29
11. MANUFACTURER'S DESIGNATION OF DRILL	CME-45 (land-based)
	☒ AUTO HAMMER ☐ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 9 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	0.3 Ft.
15. DATE BORING	STARTED 06-19-03 / COMPLETED 06-19-03
16. ELEVATION TOP OF BORING	5.1 Ft.
17. TOTAL RECOVERY FOR BORING	67 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
5.1	0.0						5.1		
			FILL, gravelly, mostly angular to subangular fine to coarse gravel-sized carbonate, little silt, little sand, strong reaction with HCl, dry, tan	80	1		SPT Sampler 3.6	2 5 4	9
				53	2		SPT Sampler 2.1	2 4 4	8
				100	3		SPT Sampler 0.6	7 6 5	11
			At El. 0.3 Ft., wet	67	4		SPT Sampler -0.9	4 6 6	12
				60	5		SPT Sampler -2.4	4 3 2	5
-3.9	9.0			53	6		SPT Sampler -3.9	4 1 1	2
			SILT, inorganic-L, nonplastic, soft, trace sand, strong reaction with HCl, wet, tan (ML)	20	7		SPT Sampler -5.4	1 1 0	1
			At El. -5.4 Ft., occasional layers of silty sand up to 3" thick	87	8		SPT Sampler -6.9	3 1 1	2
-8.4	13.5	Highly Weath.	Limestone, soft, highly weathered, fine-grained, vuggy, silt filling voids, dark gray	80	9		SPT Sampler -8.4	1 4 6	10
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils				140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.).		

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(Continued)

Boring Designation CB-FKDA03-04

DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District		SHEET 2 OF 2 SHEETS
PROJECT Key West Harbor, FL	COORDINATE SYSTEM/DATUM State Plane, FLE (U.S. Ft.)	HORIZONTAL NAD83	VERTICAL NGVD29
LOCATION COORDINATES X = 392,075 Y = 92,133	ELEVATION TOP OF BORING 5.1 Ft.		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			Classification System.						
			2. Laboratory Testing Results						

SAMPLE ID	SAMPLE DEPTH	LABORATORY CLASSIFICATION
3	3.0/4.5	GP-GM*
7	9.0/10.5	MH

*Lab visual classification based on gradation curve. No Atterberg limits.

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Boring Designation CB-FKDA03-05

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT: Key West Harbor, FL; Fleming Key Disposal Area	9. SIZE AND TYPE OF BIT: See Remarks
	10. COORDINATE SYSTEM/DATUM: State Plane, FLE (U.S. Ft.); HORIZONTAL: NAD83; VERTICAL: NGVD29
2. BORING DESIGNATION: CB-FKDA03-05; LOCATION COORDINATES: X = 391,135 Y = 91,033	11. MANUFACTURER'S DESIGNATION OF DRILL: Failing 1500; ☐ AUTO HAMMER ☒ MANUAL HAMMER
3. DRILLING AGENCY: Corps Of Engineers; CONTRACTOR FILE NO.	12. TOTAL SAMPLES: DISTURBED 8; UNDISTURBED (UD) 0
4. NAME OF DRILLER: Sam Taylor	13. TOTAL NUMBER CORE BOXES: 1
5. DIRECTION OF BORING: ☒ VERTICAL ☐ INCLINED; DEG. FROM VERTICAL; BEARING	14. ELEVATION GROUND WATER: 0.9 Ft.
	15. DATE BORING: STARTED 06-18-03; COMPLETED 06-18-03
6. THICKNESS OF OVERBURDEN: 0.0 Ft.	16. ELEVATION TOP OF BORING: 3.9 Ft.
7. DEPTH DRILLED INTO ROCK: 0.0 Ft.	17. TOTAL RECOVERY FOR BORING: 83 %
8. TOTAL DEPTH OF BORING: 10.5 Ft.	18. SIGNATURE AND TITLE OF INSPECTOR: Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
3.9	0.0						3.9		
			FILL, gravelly, mostly angular to subangular coarse gravel-sized carbonate, little silt, little sand, strong reaction with HCl, dry, tan	80	1		SPT Sampler 2.4	10, 8, 13	21
				53	2		SPT Sampler 0.9	9, 9, 11	20
			At El. 0.9 Ft., wet						
-0.1	4.0			73	3		SPT Sampler -0.6	13, 9, 6	15
			SILT, inorganic-L, low plasticity, soft, trace sand, strong reaction with HCl, wet, tan (ML)		4				
				73	5		SPT Sampler -2.1	4, 4, 2	6
				100	6		SPT Sampler -3.6	WOH, WOH, 3	3
-3.6	7.5		From El. -3.1 to -3.4 Ft., few fine to coarse gravel-sized limestone						
			CLAY, fat, medium plasticity, soft, some silt, trace sand, strong reaction with HCl, moist, strong hydrogen sulfide odor, light gray (CH)	100	7		SPT Sampler -5.1	2, 2, 2	4
-6.2	10.1			100	8		SPT Sampler -6.6	WOH, 2, 13	15
-6.6	10.5	S	Limestone, soft, slightly weathered, aphanitic, solid, tan						

NOTES:

1. Soils are field visually classified in accordance with the Unified Soils Classification System.

2. Laboratory Testing Results

SAMPLE ID	SAMPLE DEPTH	LABORATORY CLASSIFICATION
2	1.5/3.0	GP-GM/*

140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.).

Abbreviations:
WOH = Weight of Hammer.

(Continued)

Boring Designation CB-FKDA03-05

DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District			SHEET 2 OF 2 SHEETS
PROJECT Key West Harbor, FL	COORDINATE SYSTEM/DATUM State Plane, FLE (U.S. Ft.)	HORIZONTAL NAD83	VERTICAL NGVD29	
LOCATION COORDINATES X = 391,135 Y = 91,033	ELEVATION TOP OF BORING 3.9 Ft.			

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			*Lab visual classification based on gradation curve. No Atterberg limits.						

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Boring Designation CB-FKDA03-06

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT	Key West Harbor, FL Fleming Key Disposal Area
2. BORING DESIGNATION	CB-FKDA03-06
LOCATION COORDINATES	X = 391,909 Y = 91,152
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Sam Taylor
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	13.5 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	NGVD29
11. MANUFACTURER'S DESIGNATION OF DRILL	Failing 1500
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 11 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	2.4 Ft.
15. DATE BORING	STARTED 06-18-03 / COMPLETED 06-18-03
16. ELEVATION TOP OF BORING	6.0 Ft.
17. TOTAL RECOVERY FOR BORING	67 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
6.0	0.0						6.0		
			FILL, gravelly, mostly angular to subangular fine to coarse gravel-sized carbonate, little silt, little carbonate, strong reaction with HCl, dry, tan	80	1		SPT Sampler 4.5	4 5 9	14
				73	2		SPT Sampler 3.0	5 10 7	17
				80	3		SPT Sampler 1.5	11 8 15	23
				67	4		SPT Sampler 0.0	15 9 7	16
				60	5		SPT Sampler -1.5	5 7 4	11
-1.9	7.9				6			2	
			SILT, inorganic-L, low plasticity, soft, trace sand, trace shell, strong reaction with HCl, wet, tan (ML)	100	7		SPT Sampler -3.0	3 2	5
			At El. -3.0 Ft., limestone layers up to 2" thick	67	8		SPT Sampler -4.5	2 2 2	4
				7	9		SPT Sampler -6.0	3 2 1	3
-7.0	13.0			67	10		SPT Sampler -7.5	2 2 41	43
-7.5	13.5		Limestone, oolitic, fossiliferous, hard, unweathered, fine-grained, porous, tan		11				
			NOTES: 1. Soils are field visually classified in				140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.).		

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(Continued)

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DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District		SHEET 2 OF 2 SHEETS
PROJECT Key West Harbor, FL	COORDINATE SYSTEM/DATUM State Plane, FLE (U.S. Ft.)	HORIZONTAL NAD83	VERTICAL NGVD29
LOCATION COORDINATES X = 391,909 Y = 91,152	ELEVATION TOP OF BORING 6.0 Ft.		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			accordance with the Unified Soils Classification System.						
			2. Laboratory Testing Results						
			SAMPLE ID / SAMPLE DEPTH / LABORATORY CLASSIFICATION						
			6 / 7.5/7.9 / MH						

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SAJ FORM 1836-A
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Boring Designation CB-FKDA03-07

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT	Key West Harbor, FL Fleming Key Disposal Area
2. BORING DESIGNATION	CB-FKDA03-07
LOCATION COORDINATES	X = 391,035 Y = 90,298
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	15.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	NGVD29
11. MANUFACTURER'S DESIGNATION OF DRILL	CME-45 (land-based)
	☒ AUTO HAMMER ☐ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 10 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	0.8 Ft.
15. DATE BORING	STARTED 06-19-03 / COMPLETED 06-19-03
16. ELEVATION TOP OF BORING	5.3 Ft.
17. TOTAL RECOVERY FOR BORING	67 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
5.3	0.0						5.3		
			FILL, gravelly, mostly subangular to subrounded fine to coarse gravel-sized carbonate, little silt, little sand, strong reaction with HCl, dry, tan	67	1		SPT Sampler 3.8	2, 5, 5	10
			At El. 3.8 Ft., some silt	67	2		SPT Sampler 2.3	4, 4, 5	9
				60	3		SPT Sampler 0.8	5, 6, 6	12
			At El. 0.8 Ft., wet	40	4		SPT Sampler -0.7	6, 6, 5	11
-1.2	6.5								
-2.2	7.5		SILT, inorganic-L, low plasticity, soft, few clay, strong reaction with HCl, wet, light gray (ML)	93	5		SPT Sampler -2.2	4, 1, 1	2
			SAND, clayey, mostly subrounded to rounded fine-grained carbonate, little silt, few clay, strong reaction with HCl, moist, gray (SC)	87	6		SPT Sampler -3.7	2, 2, 1	3
-5.2	10.5			53	7		SPT Sampler -5.2	1, 1, 1	2
		Slightly Weathered	Limestone, soft, slightly weathered, aphanitic, vuggy, silty sand filling voids, tan	93	8		SPT Sampler -6.7	3, 5, 4	9
-8.2	13.5			20	9		SPT Sampler -8.2	3, 5, 4	9
		Unweathered	Limestone, hard, unweathered, aphanitic, solid, trace shell, tan	93	10		SPT Sampler -9.7	12, 24, 50	74
-9.7	15.0								

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(Continued)

SAJ FORM 1836
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Boring Designation CB-FKDA03-07

DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District	SHEET 2 OF 2 SHEETS

PROJECT	COORDINATE SYSTEM/DATUM	HORIZONTAL	VERTICAL
Key West Harbor, FL	State Plane, FLE (U.S. Ft.)	NAD83	NGVD29

LOCATION COORDINATES	ELEVATION TOP OF BORING
X = 391,035 Y = 90,298	5.3 Ft.

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils Classification System. 2. Laboratory Testing Results SAMPLE ID — SAMPLE DEPTH — LABORATORY CLASSIFICATION 3 — 3.0/4.5 — GP-GM* 6 — 7.5/9.0 — SM* *Lab visual classification based on gradation curve. No Atterberg limits.				140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.).		

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SAJ FORM 1836-A
JUN 02

Boring Designation CB-FKDA03-08

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT: Key West Harbor, FL; Fleming Key Disposal Area	9. SIZE AND TYPE OF BIT: See Remarks
	10. COORDINATE SYSTEM/DATUM: State Plane, FLE (U.S. Ft.) — HORIZONTAL: NAD83 — VERTICAL: NGVD29
2. BORING DESIGNATION: CB-FKDA03-08 — LOCATION COORDINATES: X = 391,833 Y = 90,278	11. MANUFACTURER'S DESIGNATION OF DRILL: CME-45 (land-based) — ☒ AUTO HAMMER ☐ MANUAL HAMMER
3. DRILLING AGENCY: Corps Of Engineers — CONTRACTOR FILE NO.	12. TOTAL SAMPLES — DISTURBED: 9 — UNDISTURBED (UD): 0
4. NAME OF DRILLER: Mark Whitson	13. TOTAL NUMBER CORE BOXES: 2
5. DIRECTION OF BORING: ☒ VERTICAL ☐ INCLINED — DEG. FROM VERTICAL — BEARING	14. ELEVATION GROUND WATER: 0.9 Ft.
	15. DATE BORING — STARTED: 06-20-03 — COMPLETED: 06-20-03
6. THICKNESS OF OVERBURDEN: 0.0 Ft.	16. ELEVATION TOP OF BORING: 5.4 Ft.
7. DEPTH DRILLED INTO ROCK: 0.0 Ft.	17. TOTAL RECOVERY FOR BORING: 52 %
8. TOTAL DEPTH OF BORING: 13.5 Ft.	18. SIGNATURE AND TITLE OF INSPECTOR: Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
5.4	0.0						5.4		
			FILL, gravelly, mostly subangular to subrounded fine to coarse gravel-sized carbonate, little silt, few sand, strong reaction with HCl, dry, dark brown	73	1		SPT Sampler 3.9	3 5 6	11
2.4	3.0			13	2		SPT Sampler 2.4	WOH 1 2	3
			FILL, mostly peat, some plant debris, moist, fiberous	40	3		SPT Sampler 0.9	3 2 2	4
			At El. 0.9 Ft., wet	20	4		SPT Sampler -0.6	1 1 2	3
-2.1	7.5			20	5		SPT Sampler -2.1	1 3 2	5
-3.6	9.0		SILT, inorganic-L, medium plasticity, soft, little sand, few clay, strong reaction with HCl, wet, gray (ML)	87	6		SPT Sampler -3.6	1 1 2	3
		Moderately Weathered	Limestone, soft, moderately weathered, aphanitic, solid, strong hydrogen sulfide odor, gray	40	7		SPT Sampler -5.1	1 2 2	4
			From El. -5.1 to -6.6 Ft., little shell	87	8		SPT Sampler -6.6	1 2 7	9
-8.1	13.5			87	9		SPT Sampler -8.1	9 7 15	22
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils				140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.). Abbreviations:		

0 5 10 15

(Continued)

SAJ FORM 1836
JUN 02

Boring Designation CB-FKDA03-08

DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District			SHEET 2 OF 2 SHEETS
PROJECT Key West Harbor, FL	COORDINATE SYSTEM/DATUM State Plane, FLE (U.S. Ft.)	HORIZONTAL NAD83	VERTICAL NGVD29	
LOCATION COORDINATES X = 391,833 Y = 90,278	ELEVATION TOP OF BORING 5.4 Ft.			

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			Classification System.				WOH = Weight of Hammer.		

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SAJ FORM 1836-A
JUN 02

Boring Designation CB-FKDA03-09

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT: Key West Harbor, FL; Fleming Key Disposal Area	9. SIZE AND TYPE OF BIT: See Remarks
	10. COORDINATE SYSTEM/DATUM: State Plane, FLE (U.S. Ft.) — HORIZONTAL: NAD83 — VERTICAL: NGVD29
2. BORING DESIGNATION: CB-FKDA03-09 — LOCATION COORDINATES: X = 390,834 Y = 89,398	11. MANUFACTURER'S DESIGNATION OF DRILL: Failing 1500 — ☐ AUTO HAMMER ☒ MANUAL HAMMER
3. DRILLING AGENCY: Corps Of Engineers — CONTRACTOR FILE NO.	12. TOTAL SAMPLES — DISTURBED: 10 — UNDISTURBED (UD): 0
4. NAME OF DRILLER: Mark Whitson	13. TOTAL NUMBER CORE BOXES: 1
5. DIRECTION OF BORING: ☒ VERTICAL ☐ INCLINED — DEG. FROM VERTICAL: — BEARING:	14. ELEVATION GROUND WATER: 0.6 Ft.
	15. DATE BORING — STARTED: 06-18-03 — COMPLETED: 06-18-03
6. THICKNESS OF OVERBURDEN: 0.0 Ft.	16. ELEVATION TOP OF BORING: 4.6 Ft.
7. DEPTH DRILLED INTO ROCK: 0.0 Ft.	17. TOTAL RECOVERY FOR BORING: 72 %
8. TOTAL DEPTH OF BORING: 13.5 Ft.	18. SIGNATURE AND TITLE OF INSPECTOR: Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
4.6	0.0						4.6		
			FILL, gravelly, mostly angular to subangular fine to coarse gravel-sized carbonate, little silt, little sand, strong reaction with HCl, dry, tan	93	1		SPT Sampler 3.1	6 7 6	13
				87	2		SPT Sampler 1.6	11 7 10	17
				93	3		SPT Sampler 0.1	12 13 15	28
				53	4		SPT Sampler -1.4	15 8 11	19
-1.4	6.0								
			SILT, organic-L, low plasticity, soft, strong reaction with HCl, wet, brown/tan (OL)	27	5		SPT Sampler -2.9	2 2 3	5
-2.9	7.5								
			PEAT, fiberous, brown (PT)	73	6		SPT Sampler -4.4	3 5 2	7
				87	7		SPT Sampler -5.9	2 2 7	9
-6.2	10.8				8				
			Limestone, soft, slightly weathered, aphanitic, solid, strong hydrogen sulfide odor, light gray	87	9		SPT Sampler -7.4	8 15 16	31
		Unweathered	At El. -6.4 Ft., unweathered	47	10		SPT Sampler -8.9	9 18 14	32
-8.9	13.5								
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils				140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.).		

0 5 10 15

(Continued)

SAJ FORM 1836
JUN 02

Boring Designation CB-FKDA03-09

DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District			SHEET 2 OF 2 SHEETS
PROJECT Key West Harbor, FL	COORDINATE SYSTEM/DATUM State Plane, FLE (U.S. Ft.)	HORIZONTAL NAD83	VERTICAL NGVD29	
LOCATION COORDINATES X = 390,834 Y = 89,398	ELEVATION TOP OF BORING 4.6 Ft.			

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			Classification System.						

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SAJ FORM 1836-A
JUN 02

Boring Designation CB-FKDA03-10

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT	Key West Harbor, FL Fleming Key Disposal Area
2. BORING DESIGNATION	CB-FKDA03-10
LOCATION COORDINATES	X = 391,874 Y = 89,658
3. DRILLING AGENCY	Corps Of Engineers
CONTRACTOR FILE NO.	
4. NAME OF DRILLER	Mark Whitson
5. DIRECTION OF BORING	☒ VERTICAL ☐ INCLINED
DEG. FROM VERTICAL	
BEARING	
6. THICKNESS OF OVERBURDEN	0.0 Ft.
7. DEPTH DRILLED INTO ROCK	0.0 Ft.
8. TOTAL DEPTH OF BORING	15.0 Ft.
9. SIZE AND TYPE OF BIT	See Remarks
10. COORDINATE SYSTEM/DATUM	State Plane, FLE (U.S. Ft.)
HORIZONTAL	NAD83
VERTICAL	NGVD29
11. MANUFACTURER'S DESIGNATION OF DRILL	Failing 1500
	☐ AUTO HAMMER ☒ MANUAL HAMMER
12. TOTAL SAMPLES	DISTURBED 11 / UNDISTURBED (UD) 0
13. TOTAL NUMBER CORE BOXES	1
14. ELEVATION GROUND WATER	1.2 Ft.
15. DATE BORING	STARTED 06-18-03 / COMPLETED 06-18-03
16. ELEVATION TOP OF BORING	5.7 Ft.
17. TOTAL RECOVERY FOR BORING	81 %
18. SIGNATURE AND TITLE OF INSPECTOR	Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
5.7	0.0						5.7		
			FILL, gravelly, mostly angular to subangular fine to coarse gravel-sized carbonate, little sand, little silt, strong reaction with HCl, dry, tan	87	1		SPT Sampler 4.2	6, 10, 12	22
				87	2		SPT Sampler 2.7	13, 10, 11	21
				87	3		SPT Sampler 1.2	14, 17, 16	33
				60	4		SPT Sampler -0.3	17, 13, 12	25
				60	5		SPT Sampler -1.8	11, 8, 6	14
-3.3	9.0			80	6		SPT Sampler -3.3	3, 3, 3	6
			SILT, inorganic-L, low plasticity, firm, strong reaction with HCl, moist, tan (ML)	73	7		SPT Sampler -4.8	3, 2, 2	4
				73	8		SPT Sampler -6.3	2, 3, 1	4
-7.4	13.1		At El. -6.8 Ft., light gray	100	9		SPT Sampler -7.8	2, 2, 40	42
		Unweathered	Limestone, oolitic, hard, unweathered, aphanitic, solid, tan		10				
-9.3	15.0			100	11		SPT Sampler -9.3	27, 40, 40	80

0 5 10 15

(Continued)

SAJ FORM 1836
JUN 02

Boring Designation CB-FKDA03-10

DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District			SHEET 2 OF 2 SHEETS
PROJECT Key West Harbor, FL	COORDINATE SYSTEM/DATUM State Plane, FLE (U.S. Ft.)	HORIZONTAL NAD83	VERTICAL NGVD29	
LOCATION COORDINATES X = 391,874 Y = 89,658	ELEVATION TOP OF BORING 5.7 Ft.			

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils Classification System.				140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.).		

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SAJ FORM 1836-A
JUN 02

Boring Designation CB-FKDA03-11

DRILLING LOG	DIVISION South Atlantic	INSTALLATION Jacksonville District	SHEET 1 OF 2 SHEETS

1. PROJECT: Key West Harbor, FL; Fleming Key Disposal Area	9. SIZE AND TYPE OF BIT: See Remarks
	10. COORDINATE SYSTEM/DATUM: State Plane, FLE (U.S. Ft.) — HORIZONTAL: NAD83 — VERTICAL: NGVD29
2. BORING DESIGNATION: CB-FKDA03-11 — LOCATION COORDINATES: X = 391,352 Y = 89,552	11. MANUFACTURER'S DESIGNATION OF DRILL: CME-45 (land-based) — ☒ AUTO HAMMER ☐ MANUAL HAMMER
3. DRILLING AGENCY: Corps Of Engineers — CONTRACTOR FILE NO.	12. TOTAL SAMPLES: DISTURBED 9 — UNDISTURBED (UD) 0
4. NAME OF DRILLER: Mark Whitson	13. TOTAL NUMBER CORE BOXES: 1
5. DIRECTION OF BORING: ☒ VERTICAL ☐ INCLINED — DEG. FROM VERTICAL — BEARING	14. ELEVATION GROUND WATER: -0.4 Ft.
	15. DATE BORING: STARTED 06-20-03 — COMPLETED 06-20-03
6. THICKNESS OF OVERBURDEN: 0.0 Ft.	16. ELEVATION TOP OF BORING: 5.1 Ft.
7. DEPTH DRILLED INTO ROCK: 0.0 Ft.	17. TOTAL RECOVERY FOR BORING: 79 %
8. TOTAL DEPTH OF BORING: 13.5 Ft.	18. SIGNATURE AND TITLE OF INSPECTOR: Steve Myers, Geologist

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
5.1	0.0						5.1		
			FILL, gravelly, mostly subangular to subrounded fine to coarse gravel-sized carbonate, little silt, strong reaction with HCl, dry, tan	87	1		SPT Sampler 3.6	3 5 3	8
			At El. 3.6 Ft., little sand	60	2		SPT Sampler 2.1	3 5 5	10
				80	3		SPT Sampler 0.6	9 7 6	13
-0.9	6.0		At El. -0.4 Ft., wet	73	4		SPT Sampler -0.9	6 7 7	14
-2.4	7.5		CLAY, fat, high plasticity, soft, little silt, few sand, strong reaction with HCl, wet, light gray (CH)	73	5		SPT Sampler -2.4	6 3 2	5
			SAND, silty, mostly subrounded to rounded fine to coarse-grained carbonate, some silt, trace fine to coarse gravel-sized limestone, strong reaction with HCl, wet, light gray (SM)	73	6		SPT Sampler -3.9	2 1 2	3
				93	7		SPT Sampler -5.4	1 1 1	2
				100	8		SPT Sampler -6.9	2 1 2	3
-7.4	12.5								
-8.4	13.5	Sl. Wea.	Limestone, oolitic, soft, slightly weathered, aphanitic, solid, tan	73	9		SPT Sampler -8.4	2 11 16	27
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils				140# hammer w/30" drop used with 2.0' split spoon (1-3/8" I.D. x 2" O.D.).		

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(Continued)

SAJ FORM 1836
JUN 02

Boring Designation CB-FKDA03-11

DRILLING LOG (Cont. Sheet)	INSTALLATION Jacksonville District			SHEET 2 OF 2 SHEETS
PROJECT Key West Harbor, FL	COORDINATE SYSTEM/DATUM State Plane, FLE (U.S. Ft.)	HORIZONTAL NAD83	VERTICAL NGVD29	
LOCATION COORDINATES X = 391,352 Y = 89,552	ELEVATION TOP OF BORING 5.1 Ft.			

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	% REC.	BOX OR SAMPLE	RQD OR UD	REMARKS	BLOWS/ 0.5 FT.	N-VALUE
			Classification System.						

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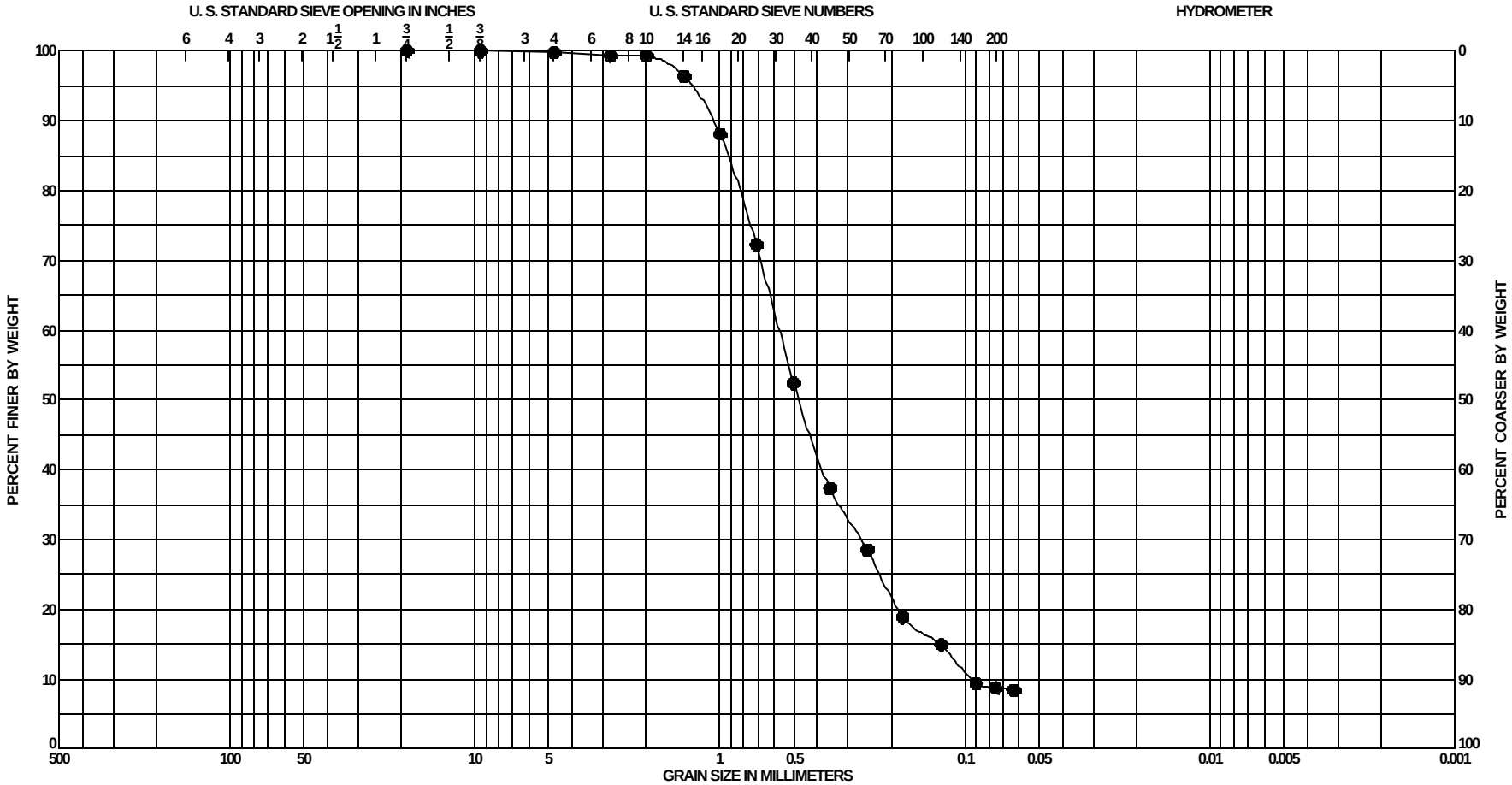
SAJ FORM 1836-A
JUN 02

1.4.5 Laboratory Data

Applicable laboratory data are presented on the following pages.



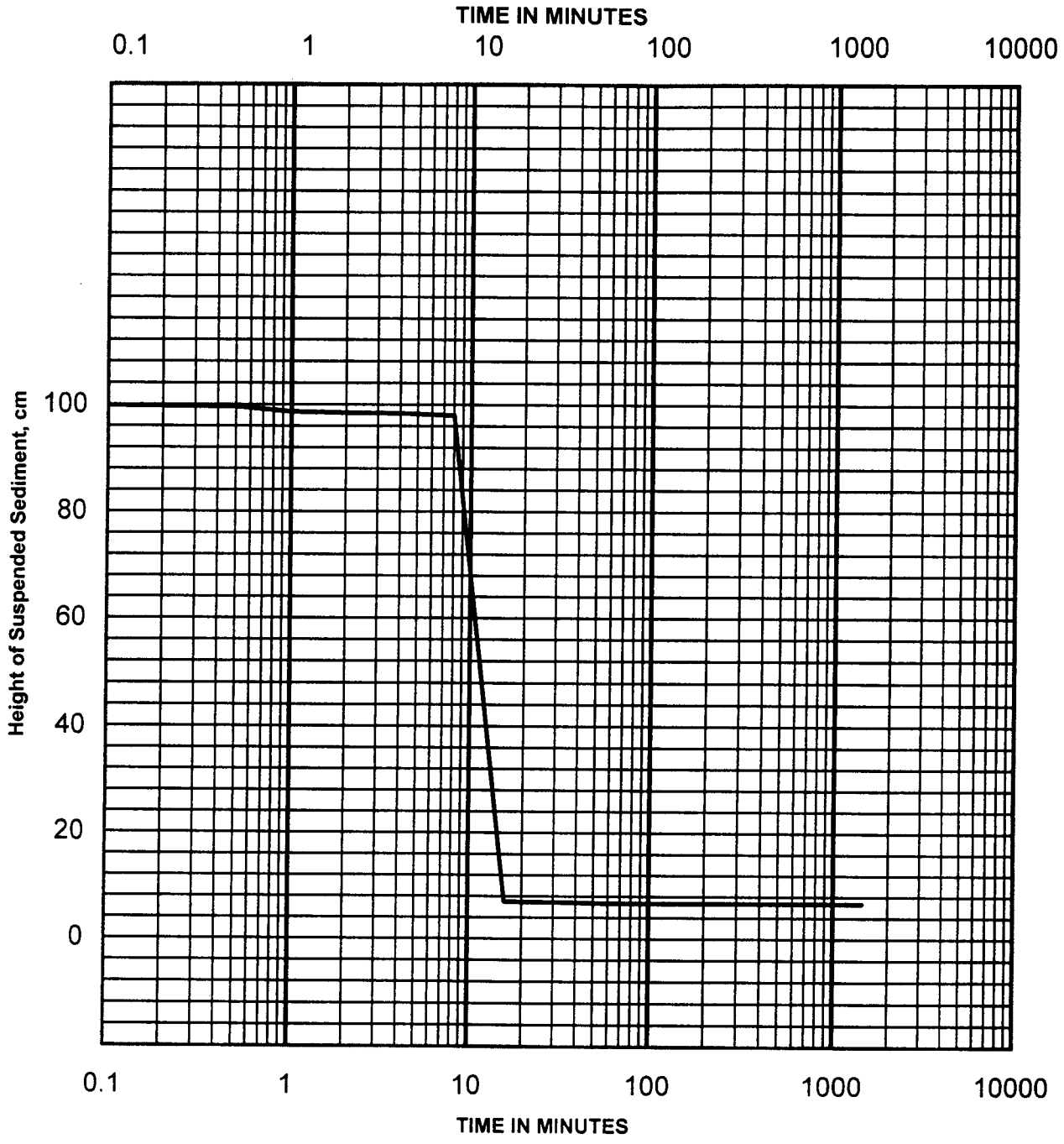
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 1	0.0 to 5.0 Ft.	SAND, poorly-graded with silt,							
		mostly fine-grained quartz, some							
		medium-grained fragmented							
		limestone and shell carbonate, light							
		gray (SP-SM)							

GRADATION CURVES

PROJECT	Key West Harbor, FL
	Cut-A
BORING NO.	CB-KWH02-08
BORING ELEV.	-34.7 Ft., MLLW
DATE	7/8/2003

SAJ FORM 2087
JUN 02

00320-66

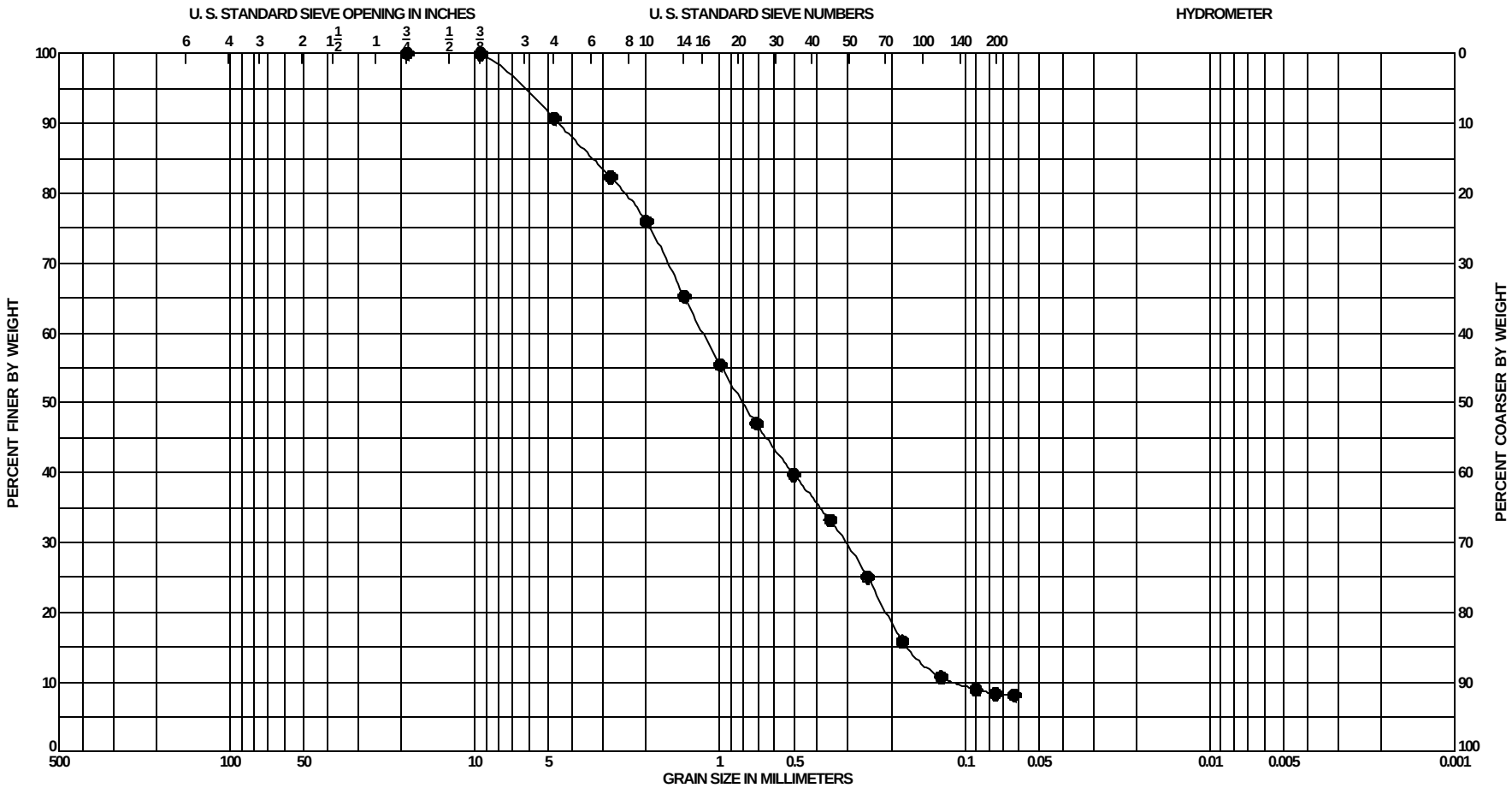


FINAL CONCENTRATION: **1493 grams per liter**

PROJECT	Task #29, Key West Project						
AREA							
BORING NO.	CB-KWH02-08	SAMPLE NO.	D-1	ELEV., FT.	0.0' TO 3.0'	DATE	15-Jul-03

SUSPENDED SEDIMENT - TIME CURVES

SAD FORM 3023



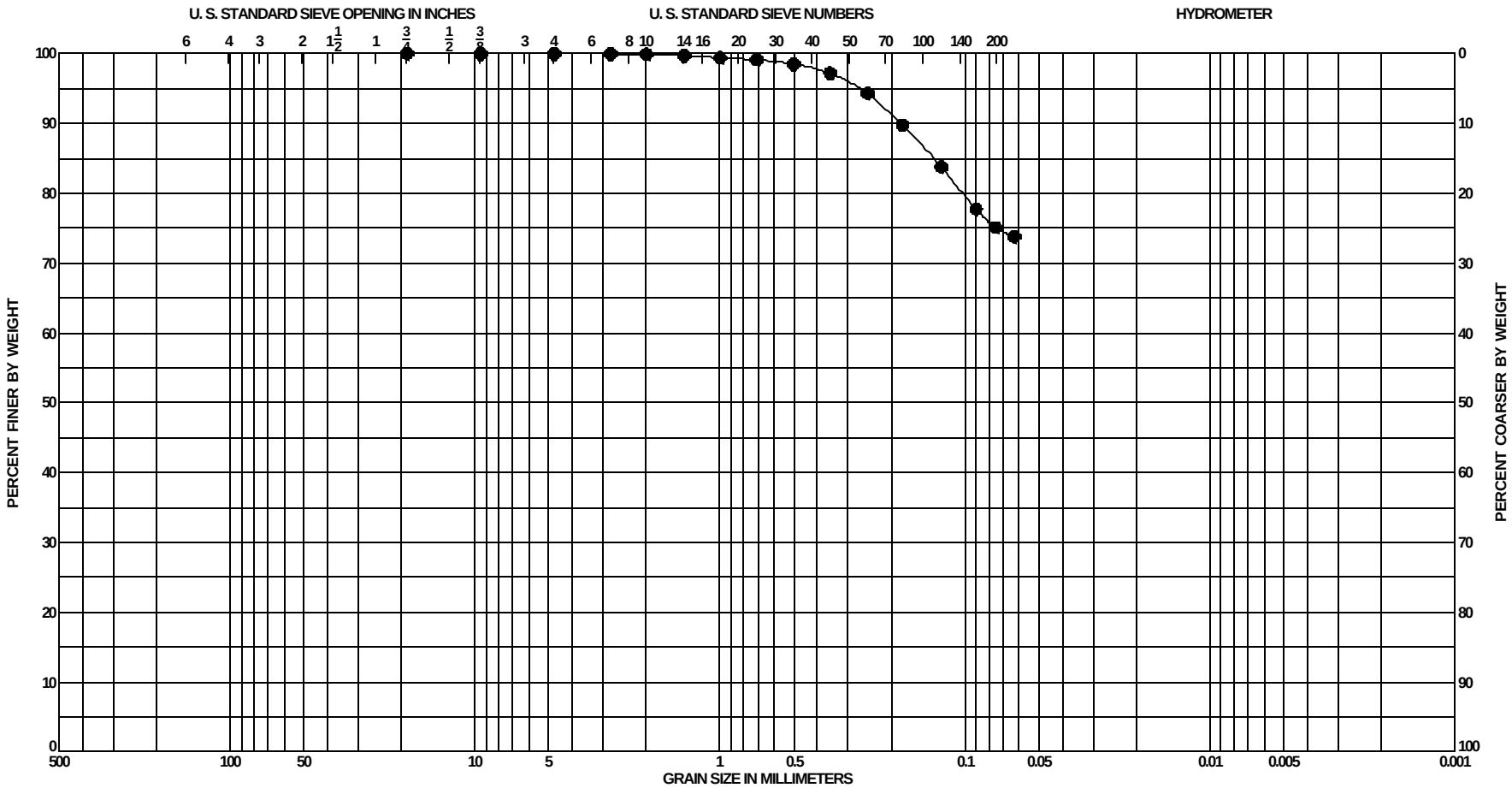
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 1	0.0 to 5.0 Ft.	SAND, poorly-graded with silt,							
		mostly fine gravel to coarse							
		sand-size fragmented limestone,							
		little fine-grained quartz, light gray							
		(SP-SM)							

GRADATION CURVES

PROJECT	Key West Harbor, FL
	Cut-B
BORING NO.	CB-KWH02-12
BORING ELEV.	-35.2 Ft., MLLW
DATE	7/8/2003

SAJ FORM 2087
JUN 02

00320-68



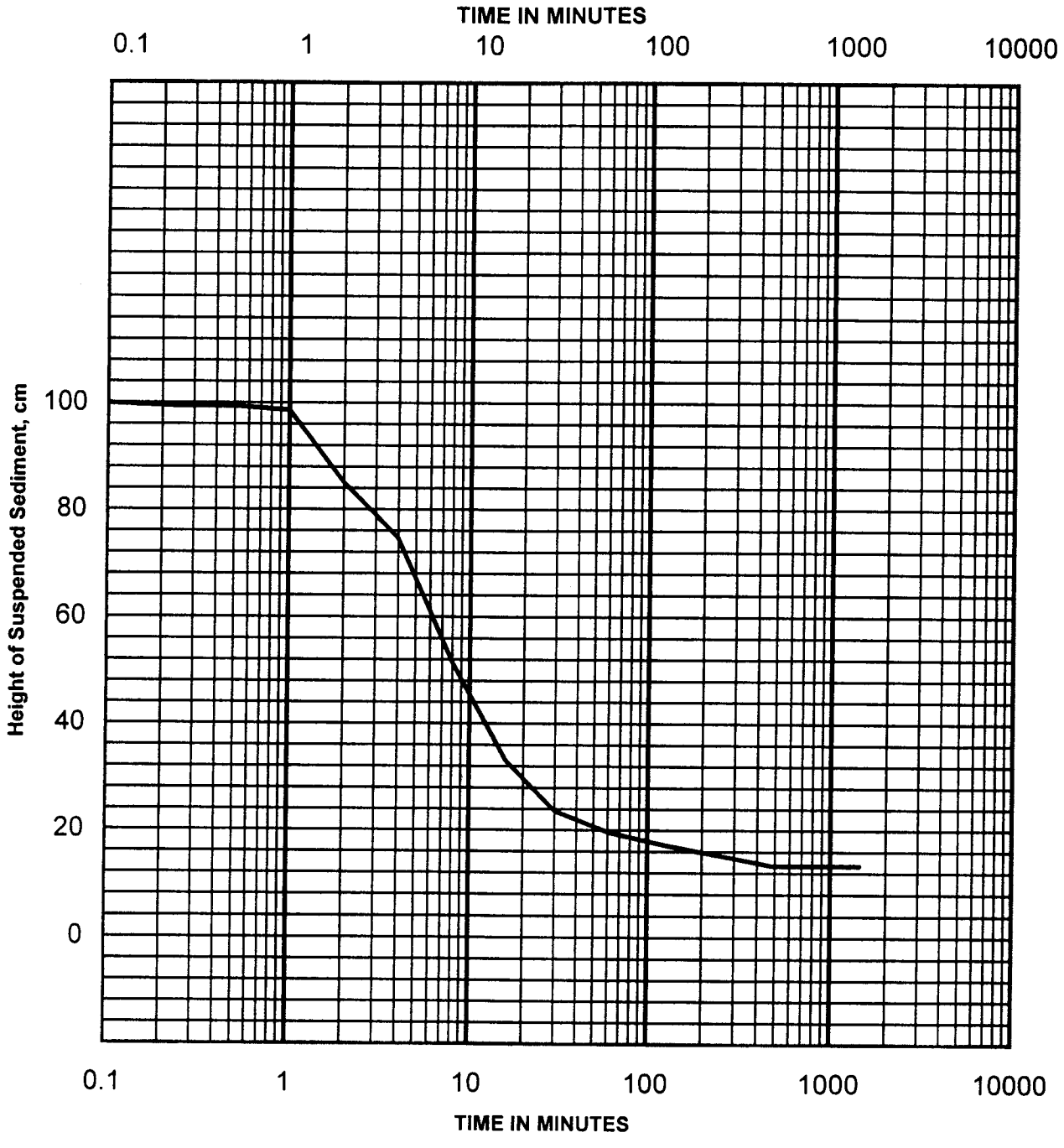
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 1	0.0 to 3.7 Ft.	SILT, inorganic-H, little fine-grained							
		carbonate sand, light gray (MH)							

PROJECT	Key West Harbor, FL
	Turning Basin
BORING NO.	CB-KWH02-21
BORING ELEV.	-34.3 Ft., MLLW
DATE	7/8/2003

GRADATION CURVES

SAJ FORM 2087
JUN 02

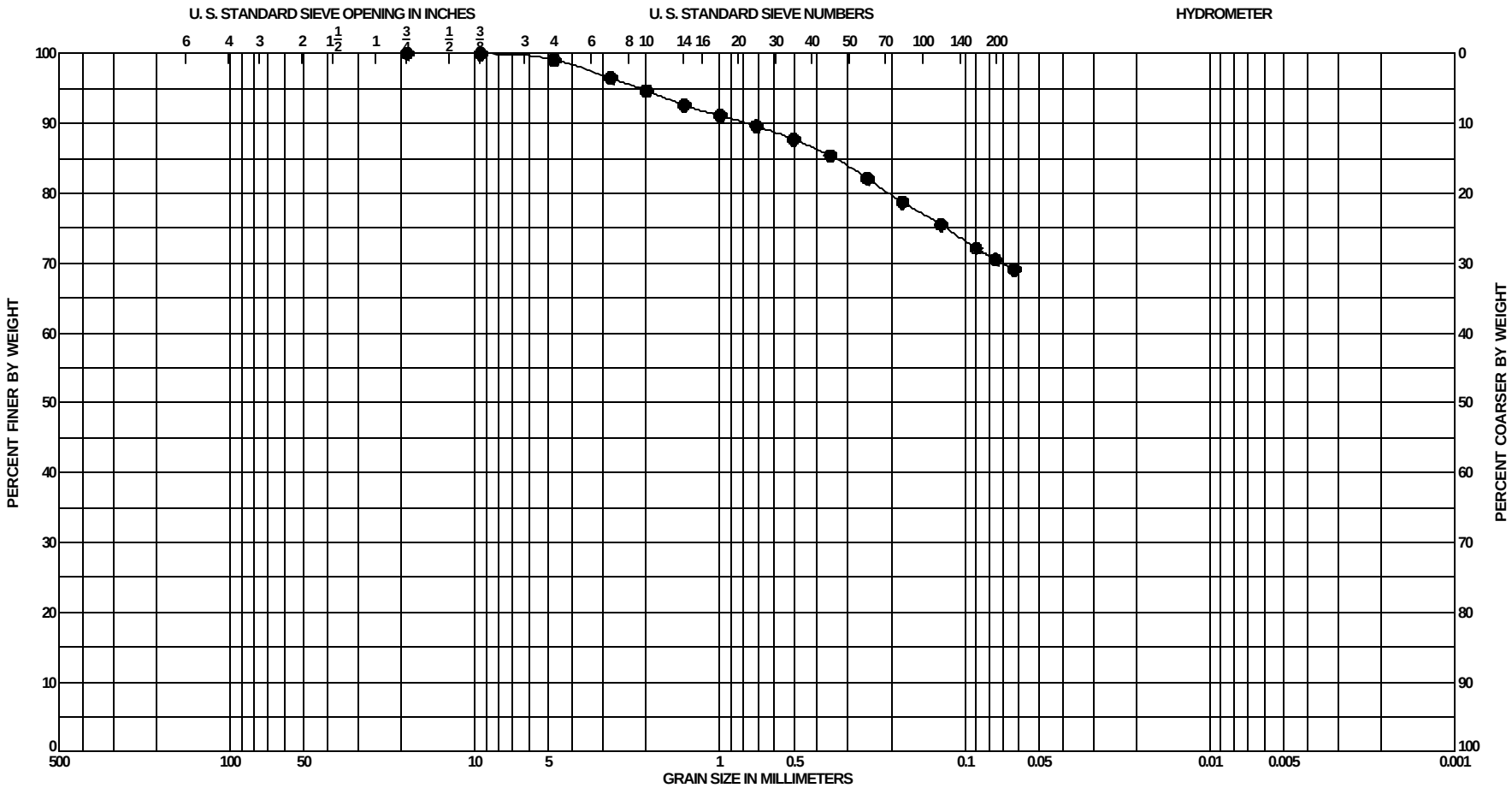
00320-69



FINAL CONCENTRATION: 746 grams per liter

PROJECT Task #29, Key West Project			
AREA			
BORING NO. CB-KWH02-21	SAMPLE NO. D-1	ELEV., FT. 0.0' TO 3.7'	DATE 11-Jul-03
SUSPENDED SEDIMENT - TIME CURVES			

SAD FORM 3023



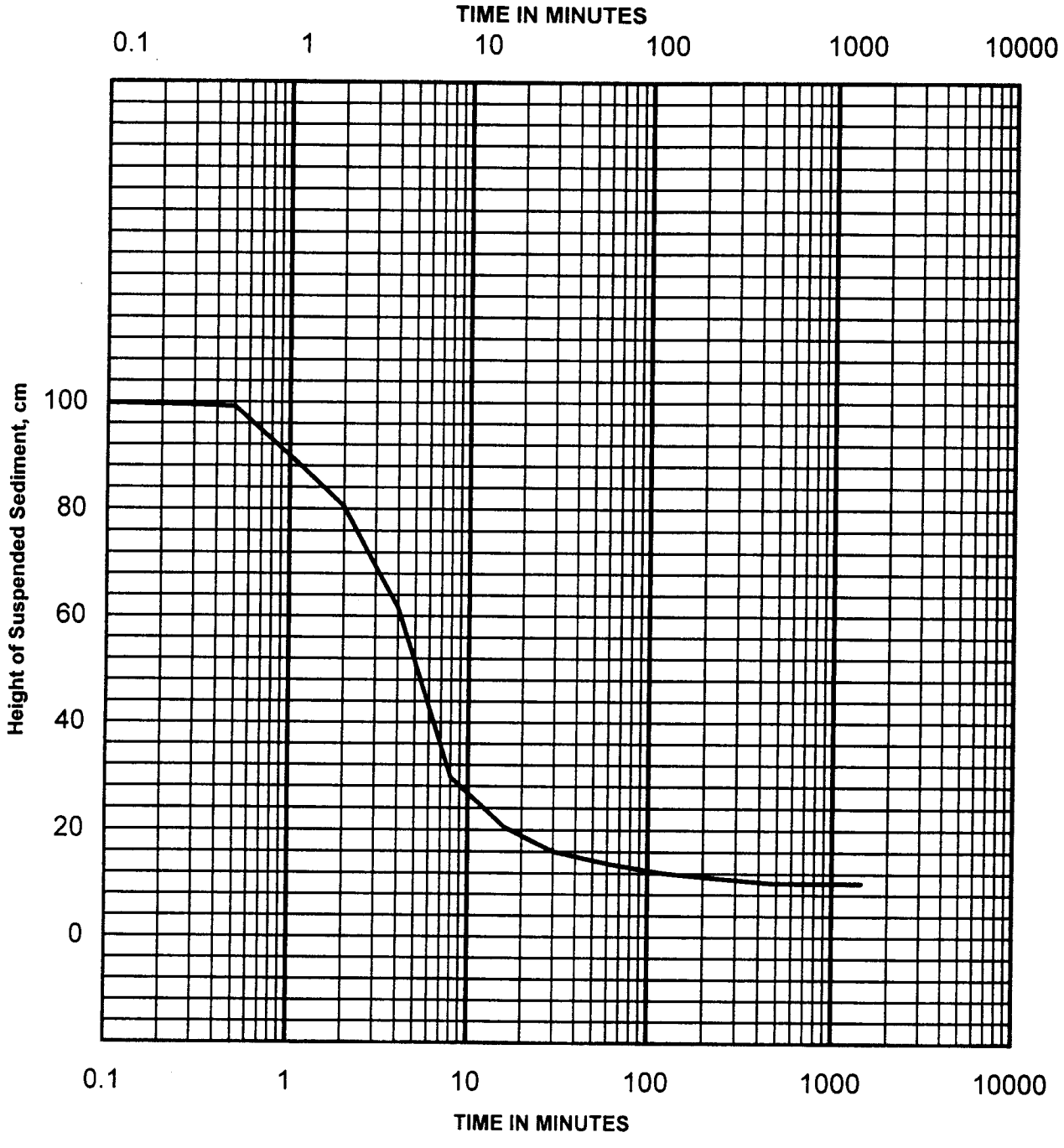
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 1	0.0 to 1.0 Ft.	SILT, inorganic-H, little medium to							
		fine-grained carbonate sand, trace							
		fine-grained quartz sand, light gray							
		(MH)							

GRADATION CURVES

PROJECT	Key West Harbor, FL
	Truman Harbor
BORING NO.	CB-KWH02-24
BORING ELEV.	-32.7 Ft., MLLW
DATE	7/8/2003

SAJ FORM 2087
JUN 02

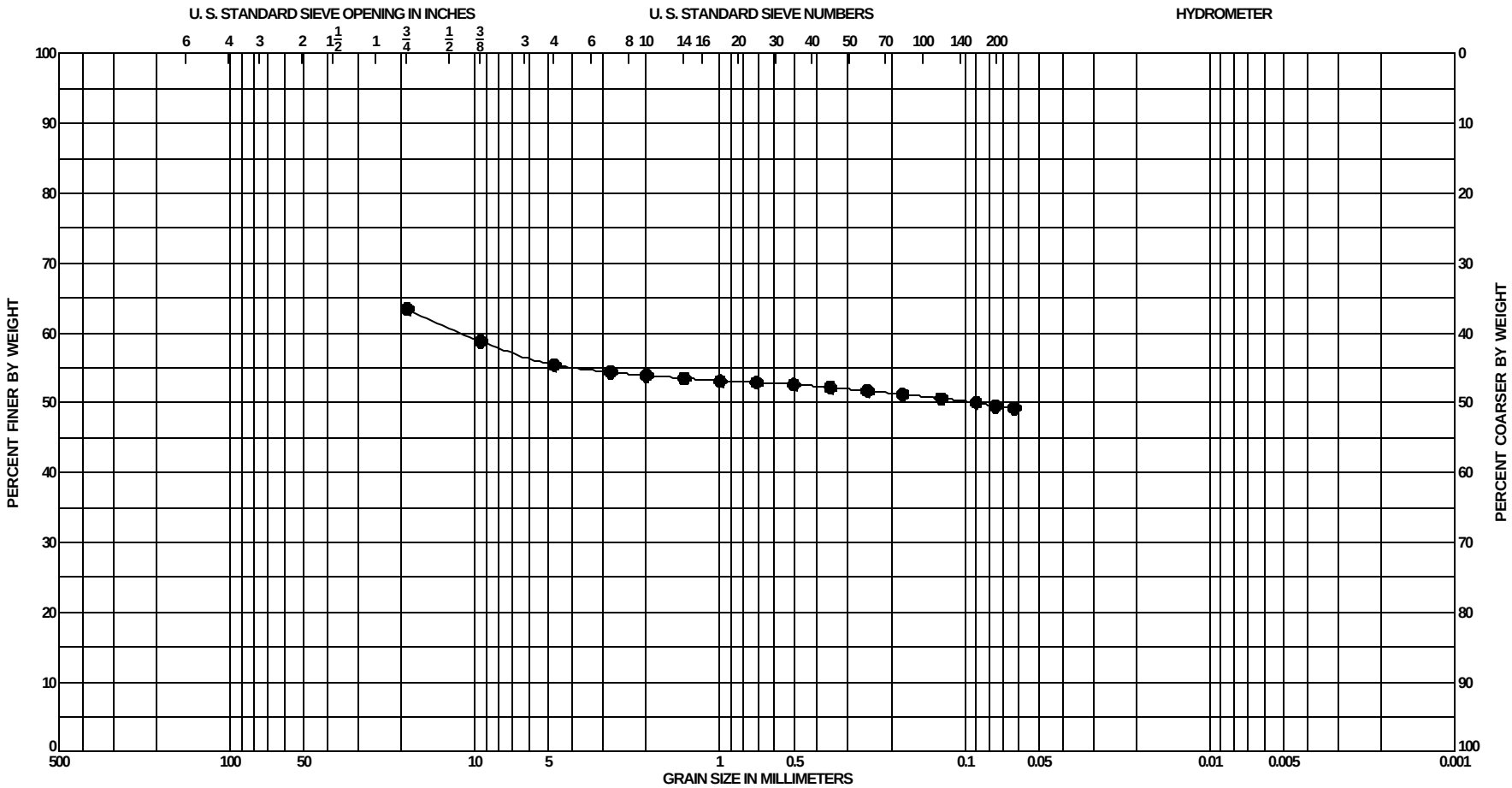
00320-71



FINAL CONCENTRATION: 980 grams per liter

PROJECT Task #29, Key West Project			
AREA			
BORING NO. CB-KWH02-24	SAMPLE NO. D-1	ELEV., FT. 0.0' TO 1.0'	DATE 11-Jul-03
SUSPENDED SEDIMENT - TIME CURVES			

SAD FORM 3023



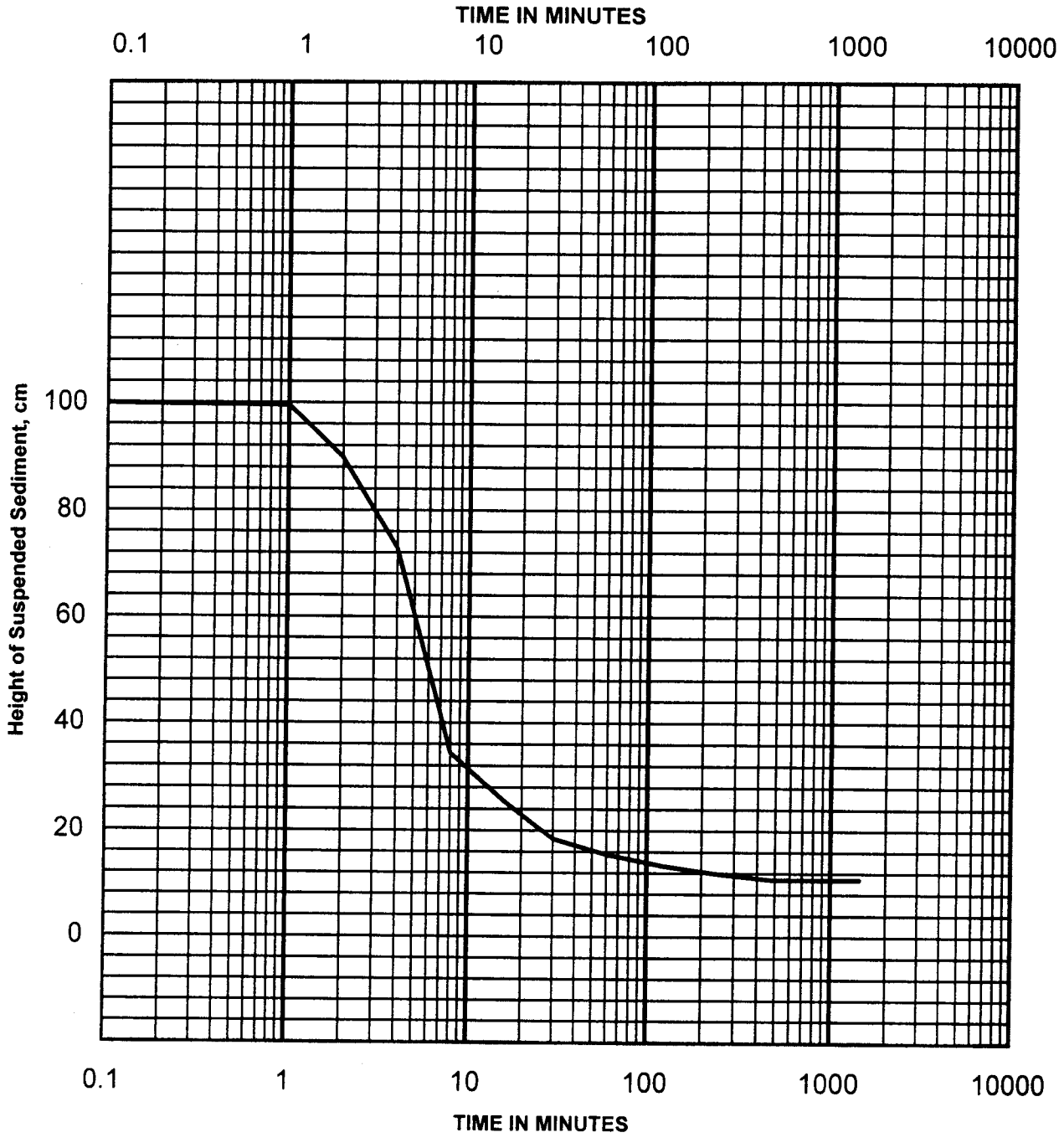
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 1	0.0 to 5.0 Ft.	GRAVEL, silty, mostly coarse to							
		fine gravel-size fragmented							
		limestone, some silt, light gray							
		(GM)							

PROJECT	Key West Harbor, FL
	Truman Harbor
BORING NO.	CB-KWH02-25
BORING ELEV.	-34.8 Ft., MLLW
DATE	7/8/2003

GRADATION CURVES

SAJ FORM 2087
JUN 02

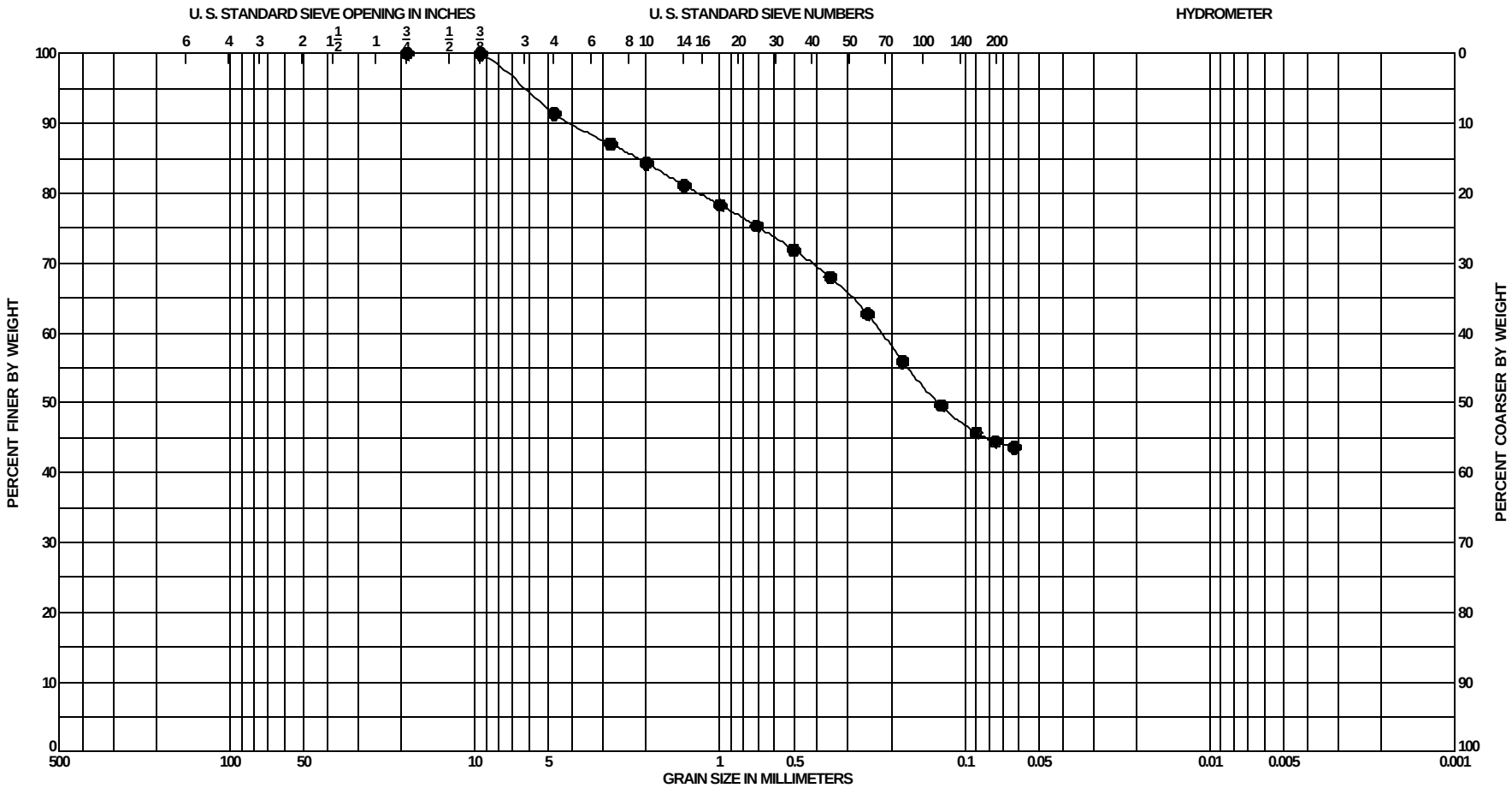
00320-73



FINAL CONCENTRATION: 926 grams per liter

PROJECT Task #29, Key West Project			
AREA			
BORING NO. CB-KWH02-25	SAMPLE NO. D-1	ELEV., FT. 0.0' TO 5.0'	DATE 11-Jul-03
SUSPENDED SEDIMENT - TIME CURVES			

SAD FORM 3023



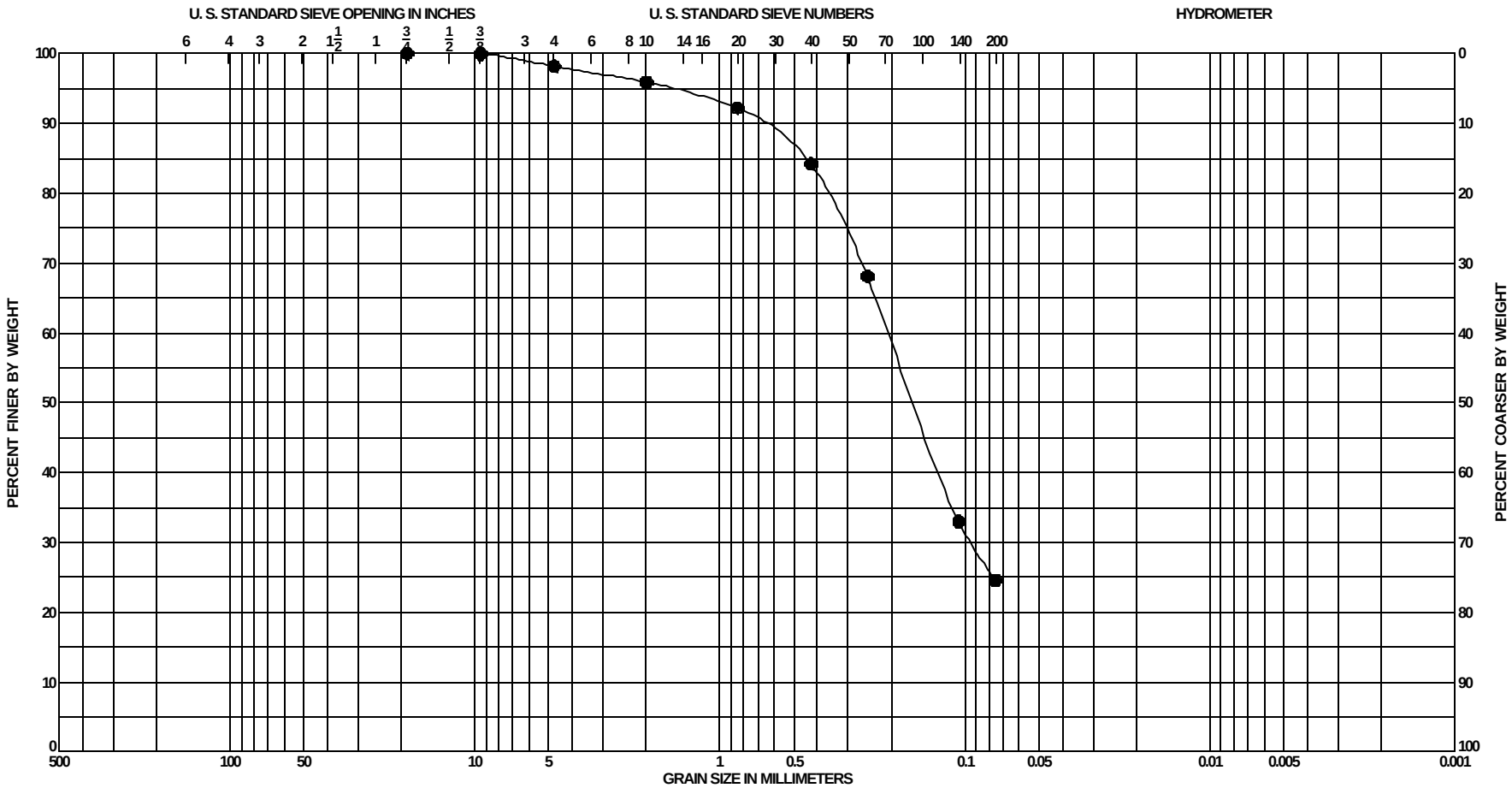
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 1	0.0 to 2.5 Ft.	SAND, silty, mostly coarse to							
		fine-grained sand-size fragmented							
		limestone, some silt, gray (SM)							

PROJECT	Key West Harbor, FL
	Truman Harbor
BORING NO.	CB-KWH02-28
BORING ELEV.	-33.5 Ft., MLLW
DATE	7/8/2003

GRADATION CURVES

SAJ FORM 2087
JUN 02

00320-75



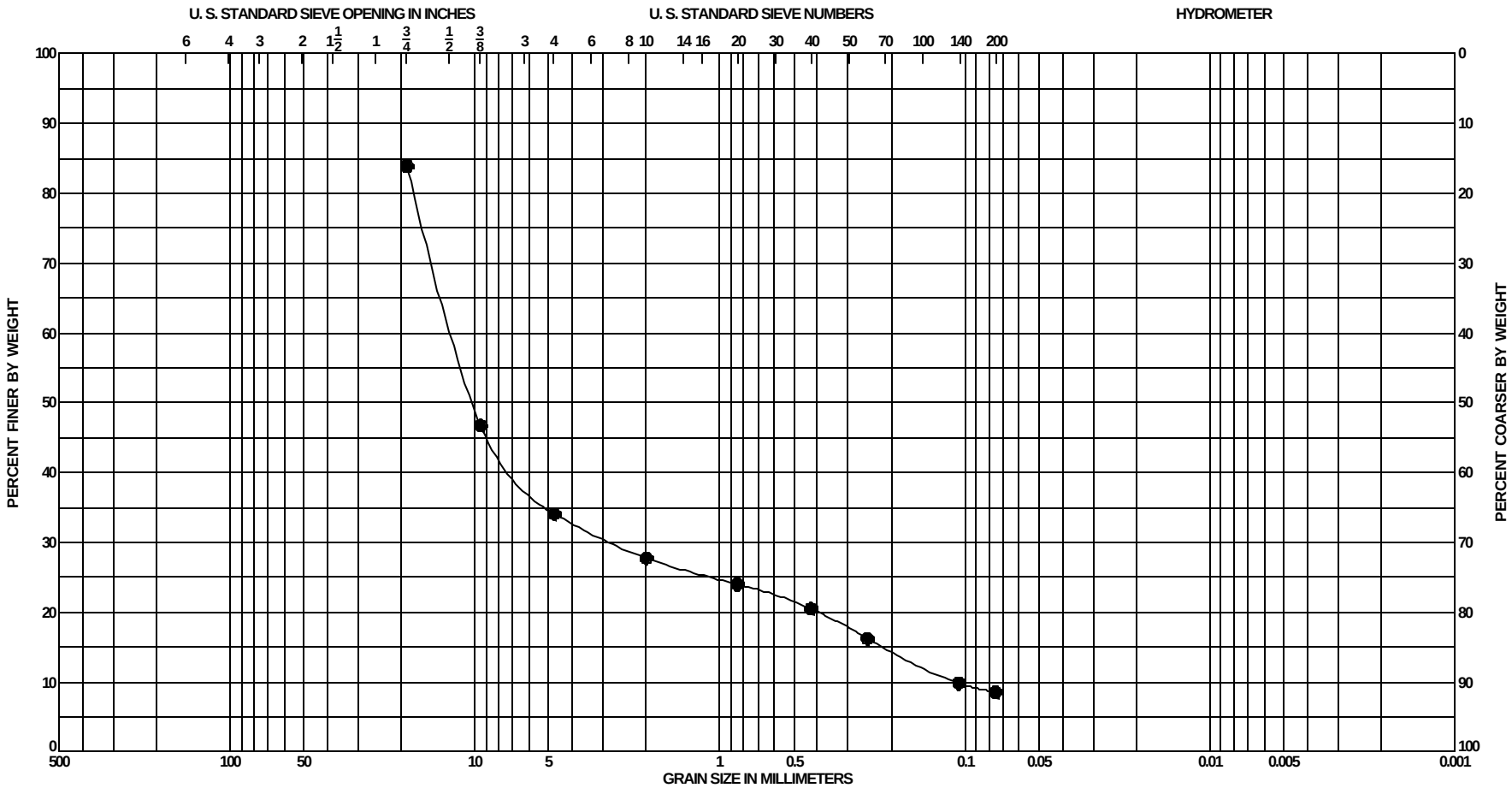
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 9	11.0 to 12.0 Ft.	SAND, silty, mostly coarse to							
		medium-grained fragmented							
		limestone, little silt, little fine-grained							
		quartz, , very pale brown (SM)							

PROJECT	Key West Harbor, FL
	Fleming Key Disposal Area
BORING NO.	CB-FKDA03-01
BORING ELEV.	4.1 Ft., NGVD29
DATE	7/15/2003

GRADATION CURVES

SAJ FORM 2087
JUN 02

00320-76



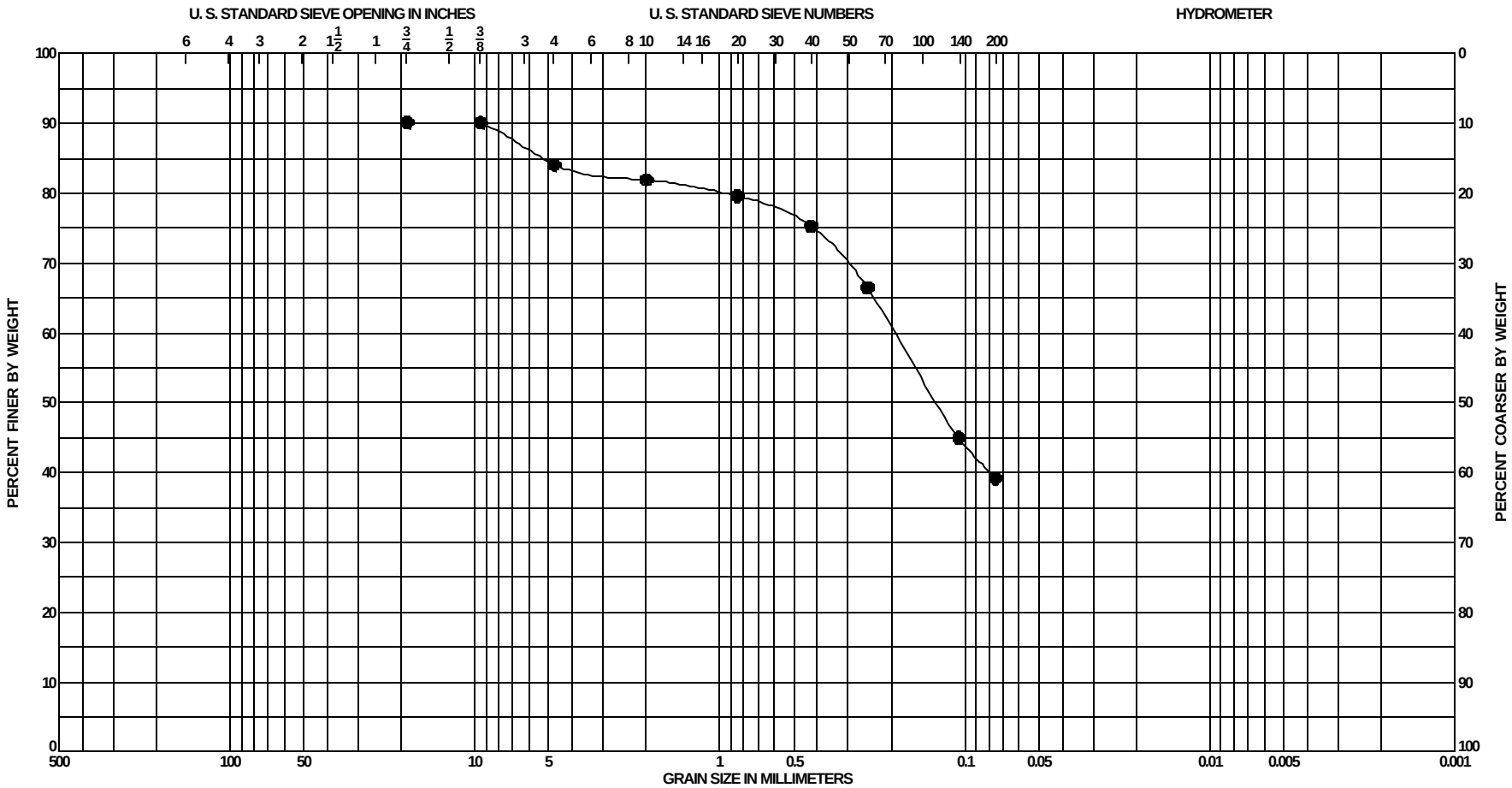
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 3	3.0 to 4.5 Ft.	GRAVEL, poorly-graded with silt,							
		mostly coarse to fine grained							
		fragmented limestone, little coarse							
		to medium-grained carbonate sand,							
		few silt, very pale brown (GP-GM)							

GRADATION CURVES

PROJECT	Key West Harbor, FL
	Fleming Key Disposal Area
BORING NO.	CB-FKDA03-02
BORING ELEV.	5.2 Ft., NGVD29
DATE	7/15/2003

SAJ FORM 2087
JUN 02

00320-77



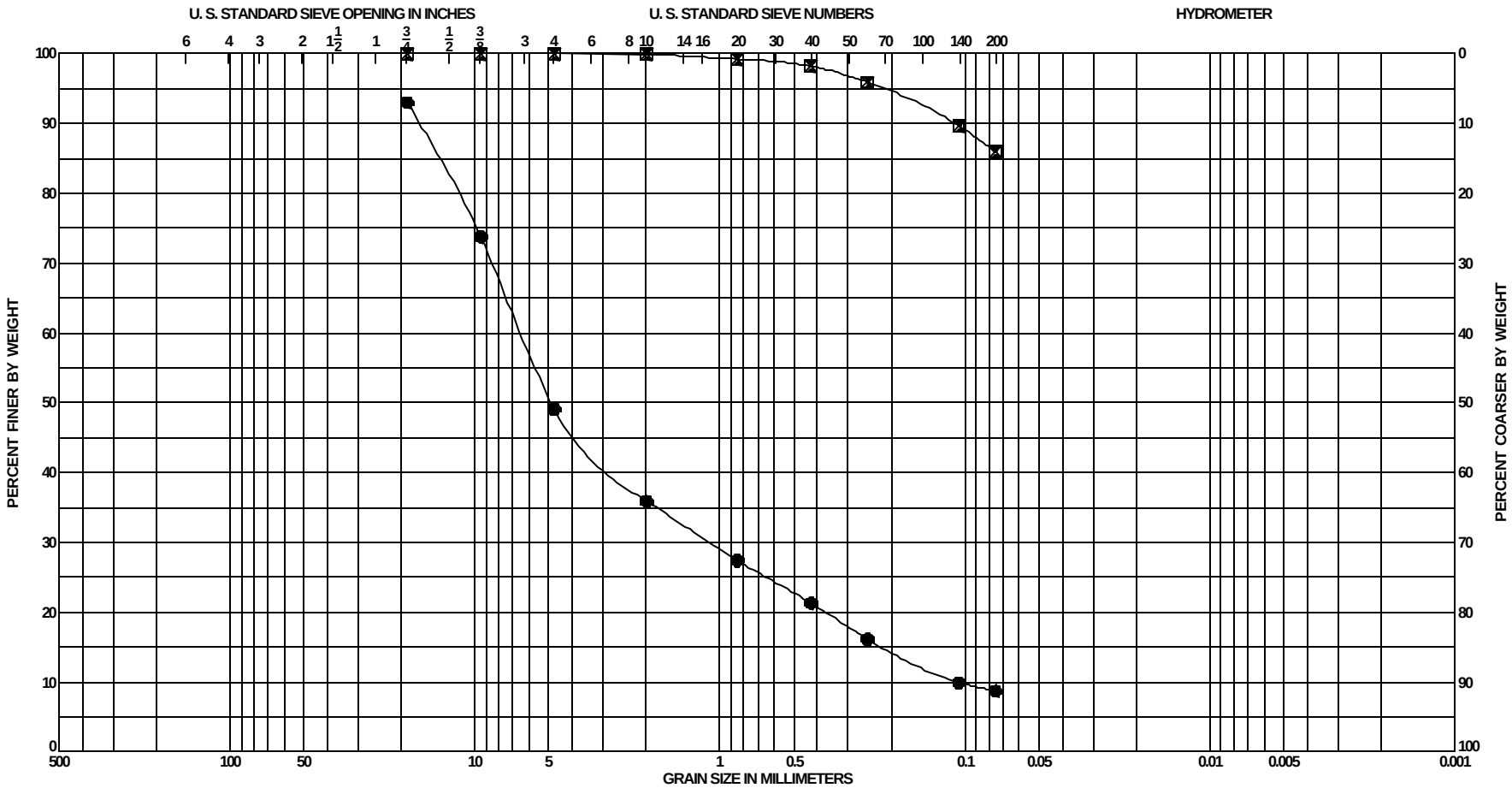
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 7	9.0 to 10.5 Ft.	SAND, silty, mostly coarse to							
		fine-grained fragmented limestone,							
		little coarse to fine gravel-size							
		fragmented limestone, some silt,							
		very pale brown (SM)							

GRADATION CURVES

PROJECT	Key West Harbor, FL
	Fleming Key Disposal Area
BORING NO.	CB-FKDA03-03
BORING ELEV.	4.2 Ft., NGVD29
DATE	7/15/2003

SAJ FORM 2087
JUN 02

00320-78



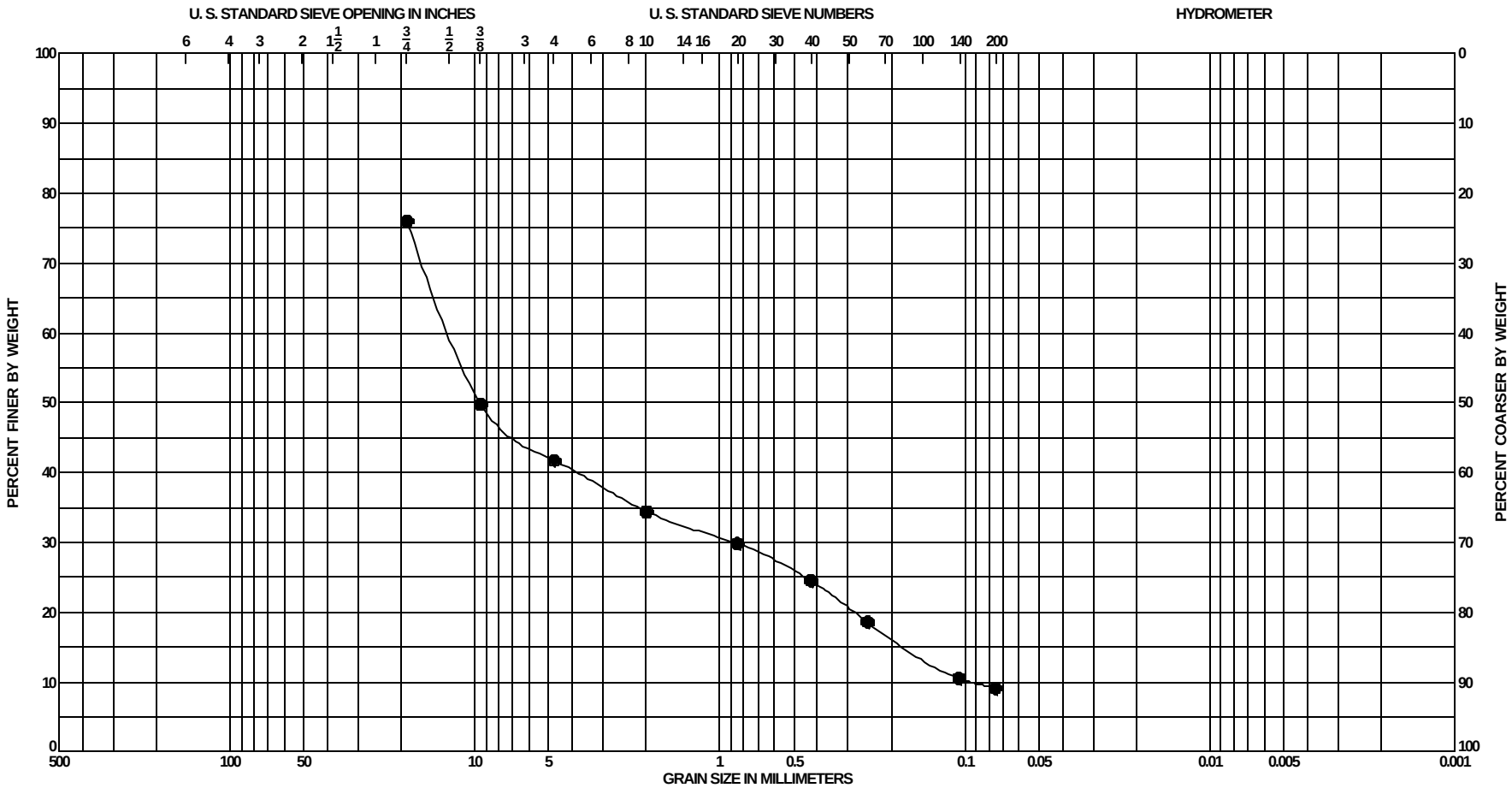
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 3	3.0 to 4.5 Ft.	GP-GM							
⊠ 7	9.0 to 10.5 Ft.	MH					50	30	20

PROJECT	Key West Harbor, FL
	Fleming Key Disposal Area
BORING NO.	CB-FKDA03-04
BORING ELEV.	5.1 Ft., NGVD29
DATE	7/15/2003

GRADATION CURVES

SAJ FORM 2087
JUN 02

00320-79



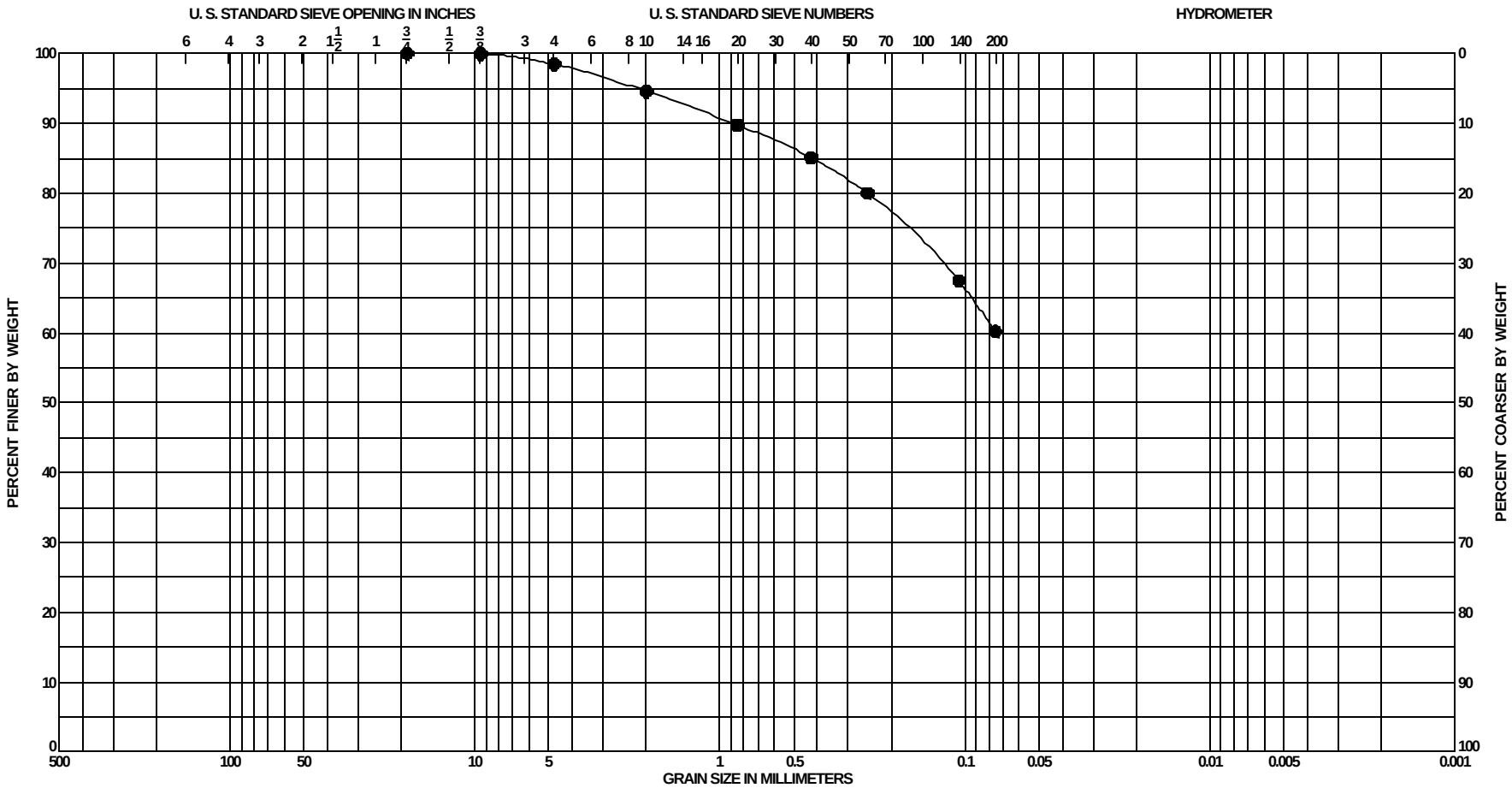
Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 2	1.5 to 3.0 Ft.	GRAVEL, poorly-graded with silt,							
		mostly coarse to fine-grained							
		fragmented limestone, some coarse							
		to fine-grained carbonate sand, few							
		silt, very pale brown (GP-GM)							

GRADATION CURVES

PROJECT	Key West Harbor, FL
	Fleming Key Disposal Area
BORING NO.	CB-FKDA03-05
BORING ELEV.	3.9 Ft., NGVD29
DATE	7/15/2003

SAJ FORM 2087
JUN 02

00320-80



Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 6	7.5 to 7.9 Ft.	SILT, inorganic-H, some coarse to fine-grained fragmented limestone sand, very pale brown (MH)					54	39	15

PROJECT Key West Harbor, FL

Fleming Key Disposal Area

BORING NO. CB-FKDA03-06

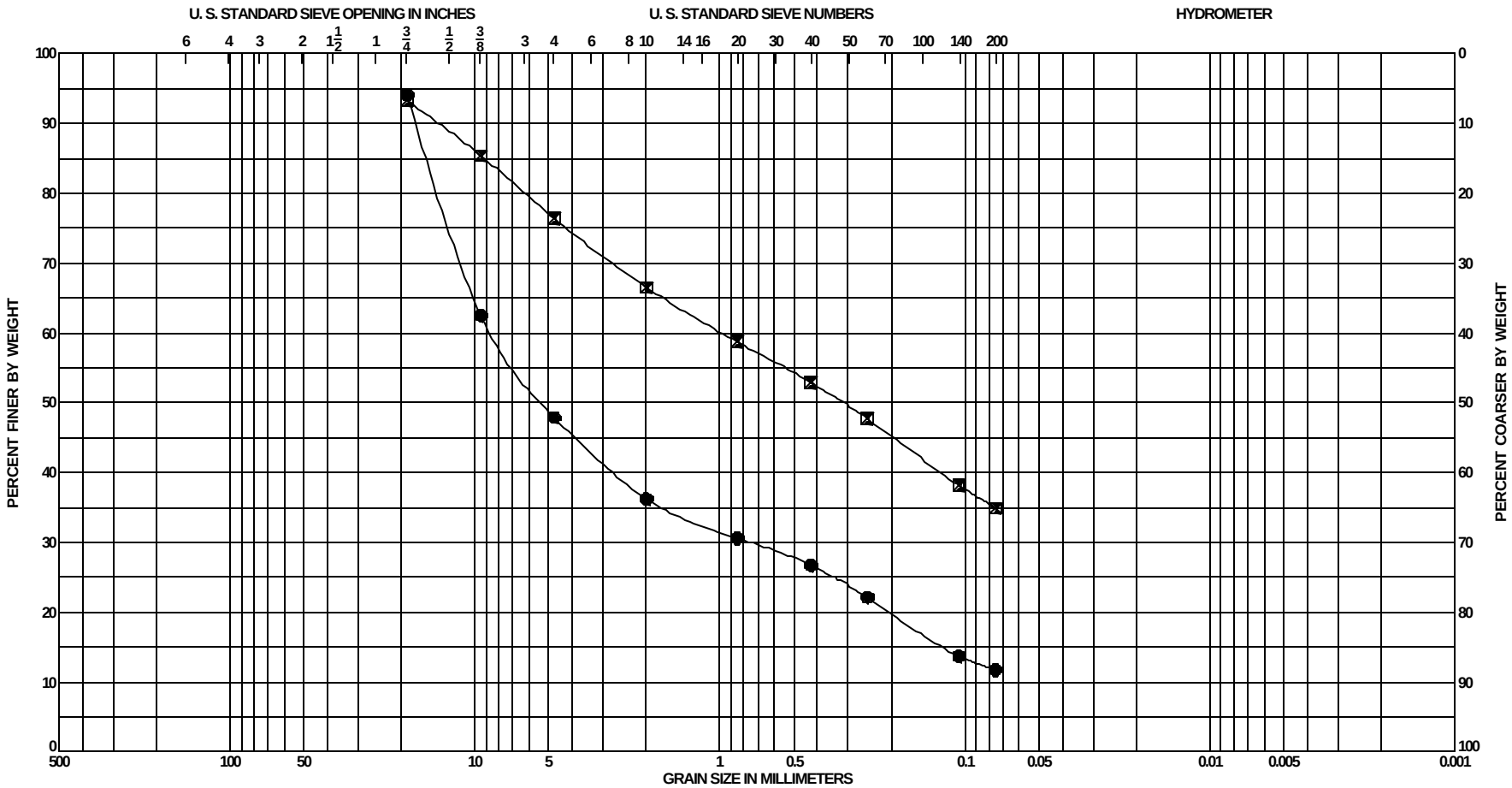
BORING ELEV. 6.0 Ft., NGVD29

DATE

GRADATION CURVES

SAJ FORM 2087
JUN 02

00320-81



Sample No.	Depth	Classification	CO_3 %	G_s	Org %	w_n	LL	PL	PI
● 3	3.0 to 4.5 Ft.	GP-GM							
⊠ 6	7.5 to 9.0 Ft.	SM							

GRADATION CURVES

PROJECT	Key West Harbor, FL
	Fleming Key Disposal Area
BORING NO.	CB-FKDA03-07
BORING ELEV.	5.3 Ft., NGVD29
DATE	

SAJ FORM 2087
JUN 02

00320-82

Particle Size Distribution Report

	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○			48.6	51.4		MH	A-5		

SIEVE inches size	PERCENT FINER ○		
	GRAIN SIZE		
D_{60}	0.0957		
D_{30}			
D_{10}			
	COEFFICIENTS		
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	100.0		
#10	99.3		
#20	95.4		
#40	88.2		
#60	80.4		
#140	63.3		
#200	51.4		
#230	45.4		
#270	40.1		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong marine odor, tan

REMARKS:

○ Visual Percent Shell: 100%

○ Source: CB-KWH03-4

Elev./Depth: 0.0'-12.0'

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

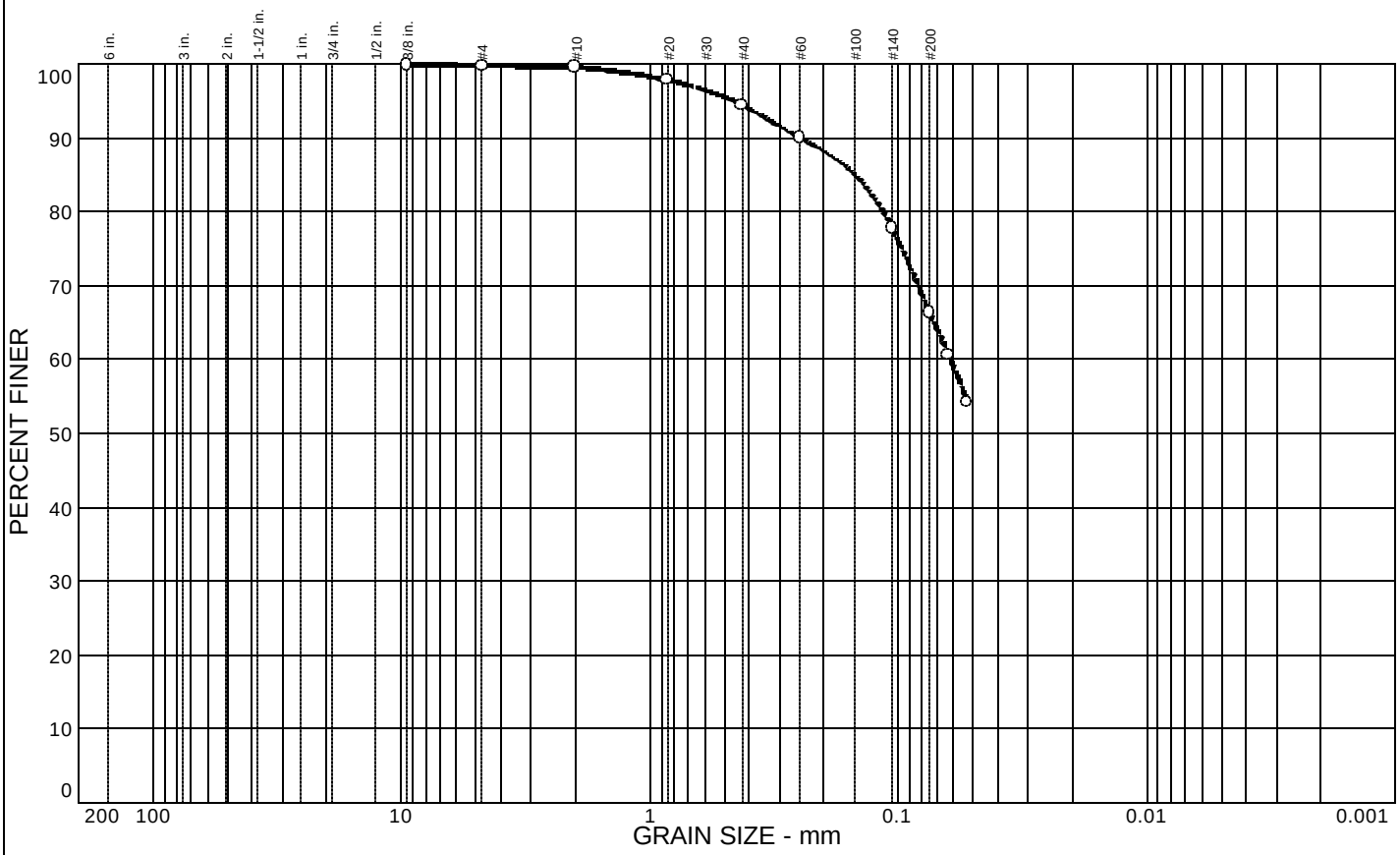
Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

00320-83

Particle Size Distribution Report



	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○		0.2	33.5	66.3		MH	A-7-5(12)	35	53

SIEVE inches size	PERCENT FINER ○		
3/8	100.0		
	GRAIN SIZE		
D_{60}	0.0617		
D_{30}			
D_{10}			
	COEFFICIENTS		
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	99.8		
#10	99.7		
#20	97.9		
#40	94.5		
#60	90.1		
#140	77.8		
#200	66.3		
#230	60.7		
#270	54.3		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong marine odor, tan

REMARKS:

○ Visual Percent Shell: 100%

○ Source: CB-KWH03-4

Elev./Depth: 12" to 24"

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

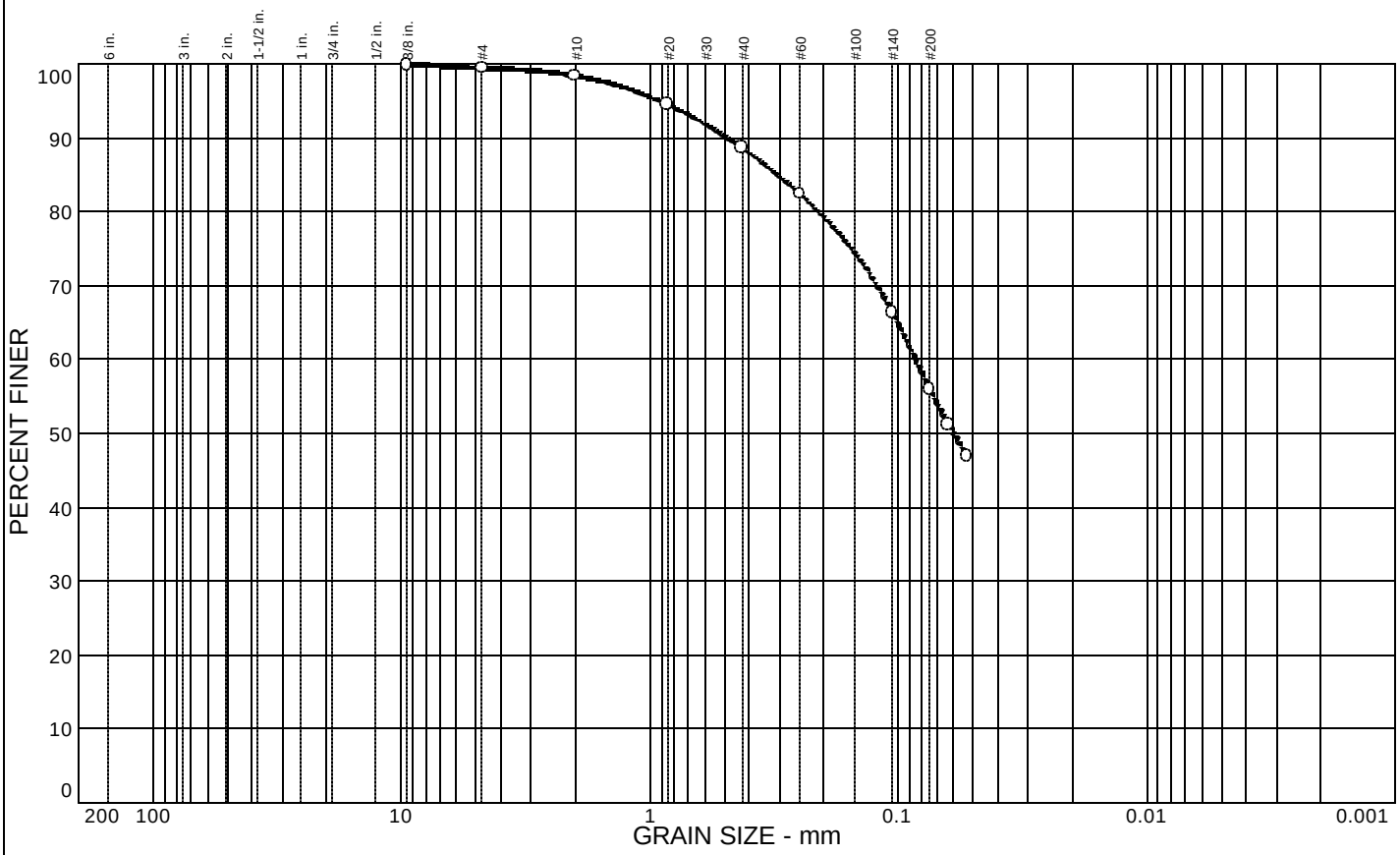
Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

00320-84

Particle Size Distribution Report



	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○		0.5	43.5	56.0		ML	A-5(0)		

SIEVE inches size	PERCENT FINER ○		
.375	100.0		
GRAIN SIZE			
D_{60}	0.0856		
D_{30}			
D_{10}			
COEFFICIENTS			
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	99.5		
#10	98.5		
#20	94.6		
#40	88.7		
#60	82.5		
#140	66.4		
#200	56.0		
#230	51.2		
#270	47.0		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong maring odor, tan

REMARKS:

○ Visual Percent Shell: 100%

○ Source: CB-KWH03-4

Elev./Depth: 24" to 36"

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

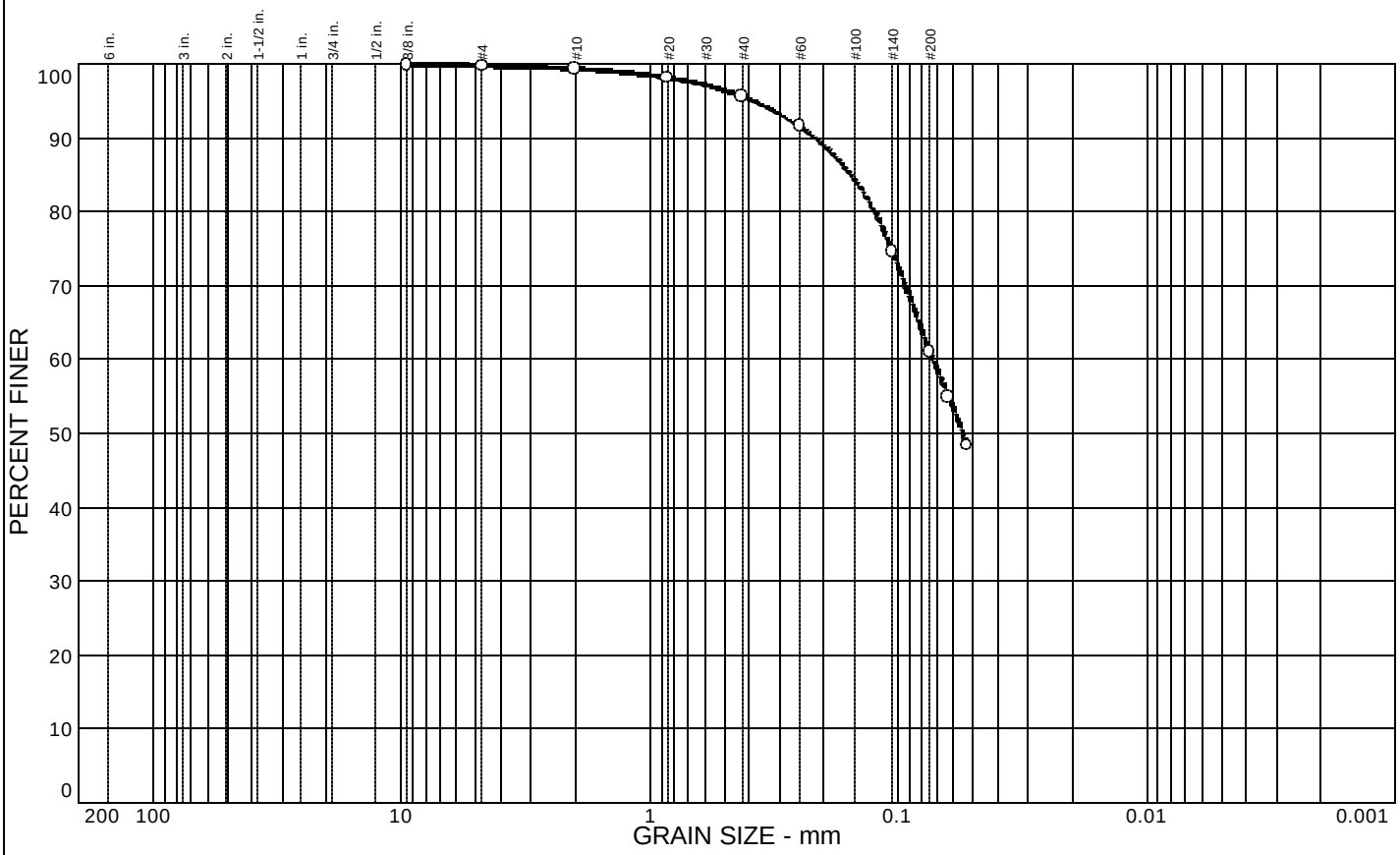
Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

00320-85

Particle Size Distribution Report



	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○		0.2	38.7	61.1		MH	A-5(6)	40	50

SIEVE inches size	PERCENT FINER ○		
.375	100.0		
	GRAIN SIZE		
D_{60}	0.0727		
D_{30}			
D_{10}			
	COEFFICIENTS		
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	99.8		
#10	99.4		
#20	98.2		
#40	95.7		
#60	91.6		
#140	74.7		
#200	61.1		
#230	55.0		
#270	48.4		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong maring odor, tan

REMARKS:

○ Visual Percent Shell: 100%

○ Source: CB-KWH03-5

Elev./Depth: 0 to 12"

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

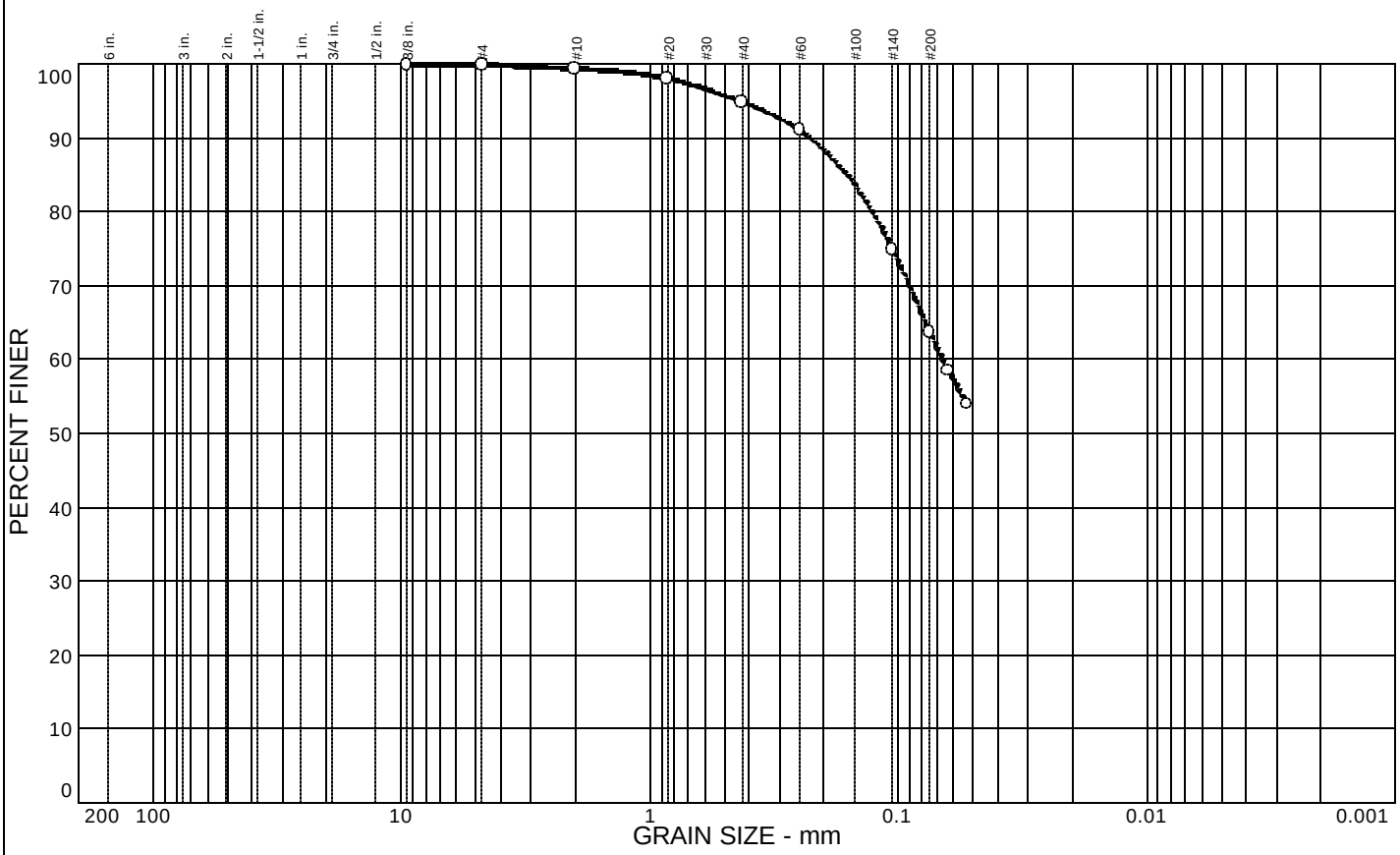
Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

00320-86

Particle Size Distribution Report



	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○		0.1	36.2	63.7		ML	A-4(0)		

SIEVE inches size	PERCENT FINER ○		
.375	100.0		
	GRAIN SIZE		
D_{60}	0.0664		
D_{30}			
D_{10}			
	COEFFICIENTS		
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	99.9		
#10	99.4		
#20	98.1		
#40	94.9		
#60	91.1		
#140	75.0		
#200	63.7		
#230	58.5		
#270	54.0		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong maring odor, tan

REMARKS:

○ Visual Percent Shell: 100%

○ Source: CB-KWH03-5

Elev./Depth: 12" to 24"

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

00320-87

Particle Size Distribution Report

	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○		3.9	37.3	58.8		ML	A-4(0)		

SIEVE inches size	PERCENT FINER ○		
.5	100.0		
.375	99.0		
	GRAIN SIZE		
D_{60}	0.0791		
D_{30}			
D_{10}			
	COEFFICIENTS		
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	96.1		
#10	94.0		
#20	90.6		
#40	85.5		
#60	80.7		
#140	67.2		
#200	58.8		
#230	55.3		
#270	51.7		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong maring odor, tan

REMARKS:

○ Visual Percent Shell: 100%

○ Source: CB-KWH03-5

Elev./Depth: 24" to 36"

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

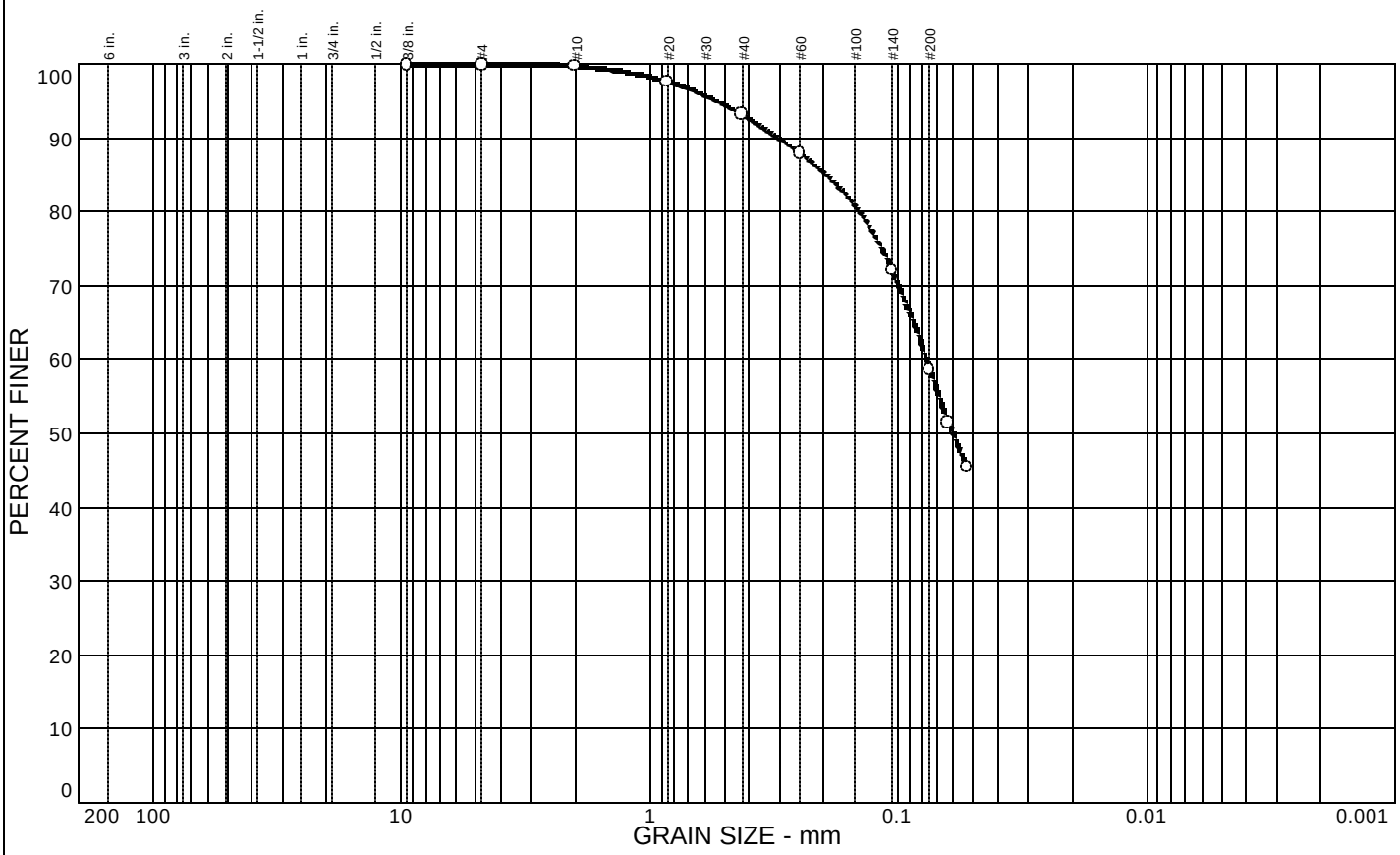
Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

00320-88

Particle Size Distribution Report



	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○			41.3	58.7		ML	A-4(0)		

SIEVE inches size	PERCENT FINER ○		
.375	100.0		
	GRAIN SIZE		
D_{60}	0.0773		
D_{30}			
D_{10}			
	COEFFICIENTS		
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	100.0		
#10	99.8		
#20	97.7		
#40	93.2		
#60	88.0		
#140	72.1		
#200	58.7		
#230	51.5		
#270	45.5		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong marine odor, tan

REMARKS:

○ Visual Percent Shell: 100%

○ Source: CB-KHW03-6

Elev./Depth: 0 to 12"

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

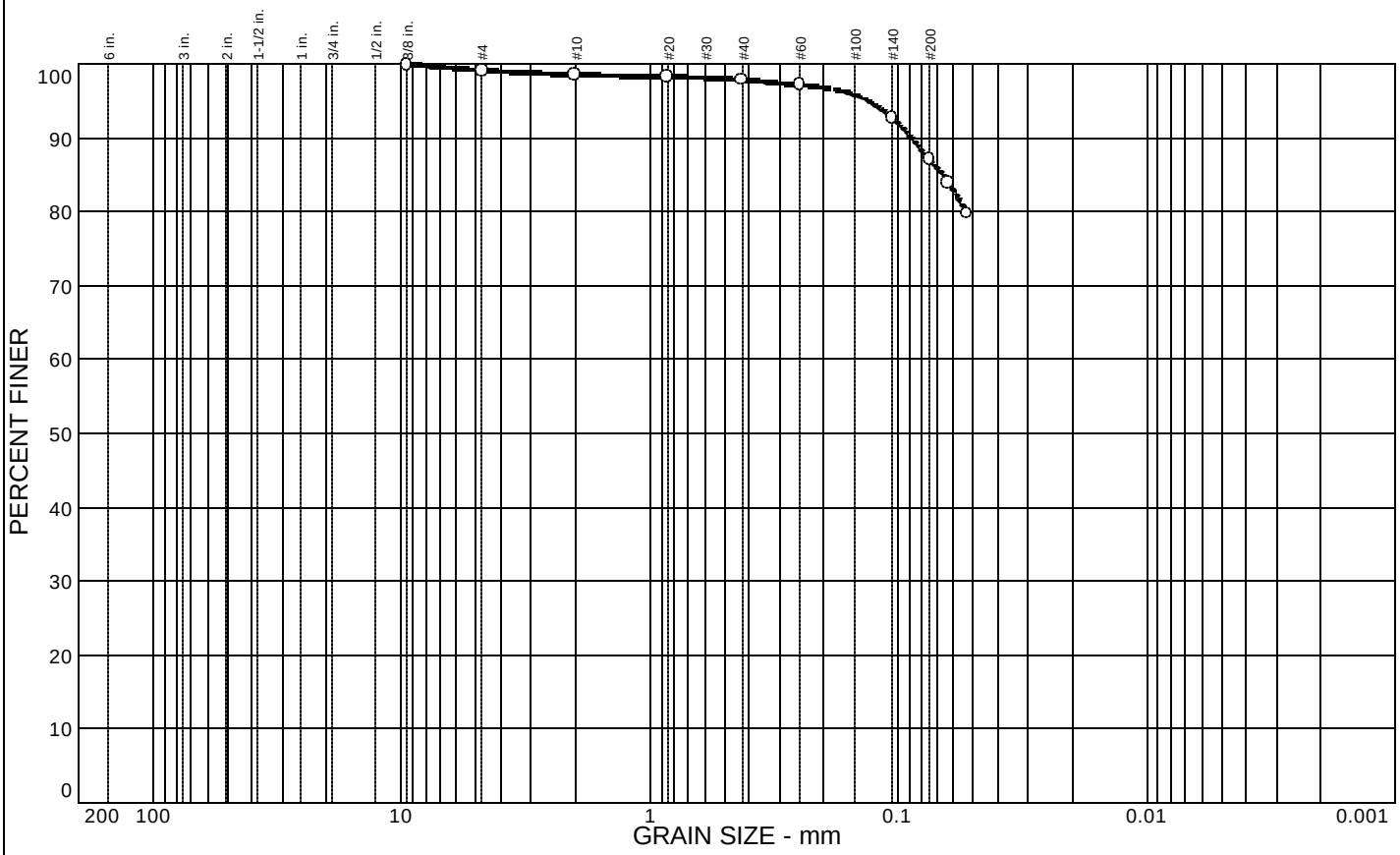
Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

00320-89

Particle Size Distribution Report



	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○		0.8	12.0	87.2		MH	A-7-5(23)	38	59

SIEVE inches size	PERCENT FINER ○		
.375	100.0		
	GRAIN SIZE		
D_{60}			
D_{30}			
D_{10}			
	COEFFICIENTS		
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	99.2		
#10	98.6		
#20	98.3		
#40	97.9		
#60	97.2		
#140	92.8		
#200	87.2		
#230	84.0		
#270	79.8		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, little sand sized shell fragments, strong HCL reaction, wet, abraded, strong marine odor, tan

REMARKS:

○ Visual Percent Shell: 100%

○ Source: CB-KHW03-6

Elev./Depth: 12" to 24"

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

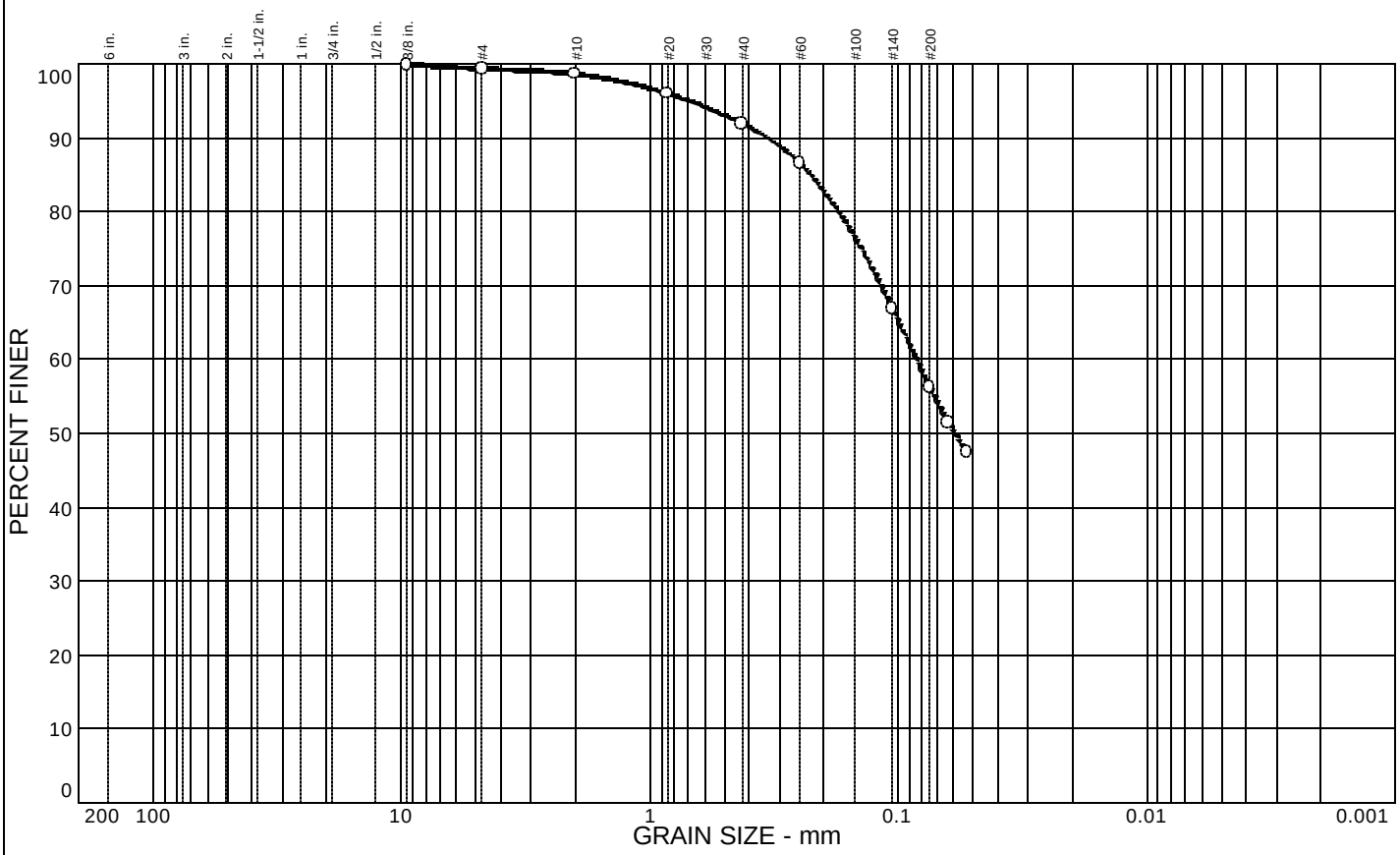
Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

00320-90

Particle Size Distribution Report



	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○		0.6	43.1	56.3		ML	A-4(0)		

SIEVE inches size	PERCENT FINER ○		
.375	100.0		
	GRAIN SIZE		
D_{60}	0.0847		
D_{30}			
D_{10}			
	COEFFICIENTS		
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	99.4		
#10	98.7		
#20	96.1		
#40	92.0		
#60	86.7		
#140	67.0		
#200	56.3		
#230	51.5		
#270	47.5		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong marine odor, tan

REMARKS:

○

○ Source: CB-KHW03-6

Elev./Depth: 24" to 36"

Law Engineering and Environmental Services, Inc.

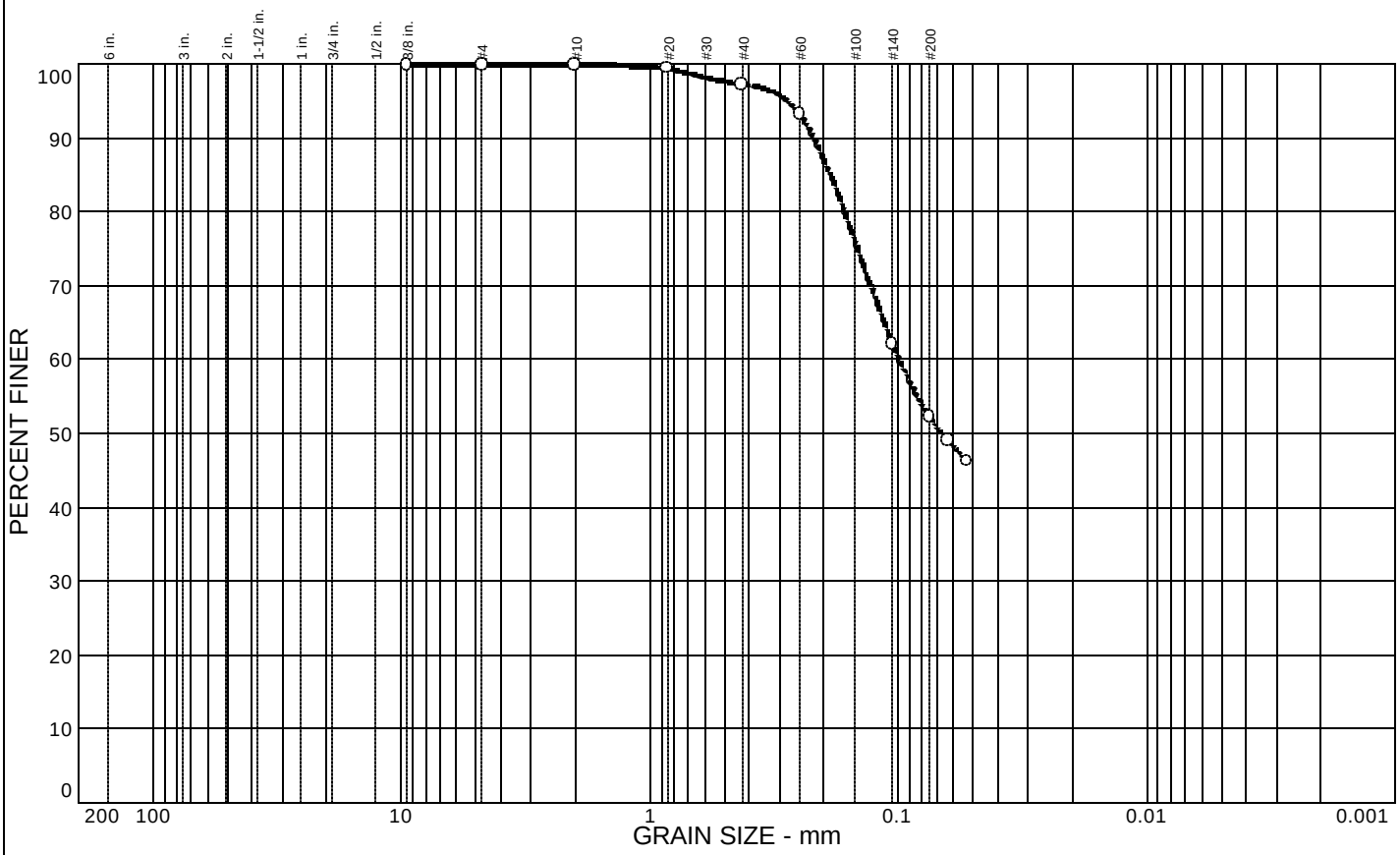
Client: Continental Shelf Association

Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

Particle Size Distribution Report



	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○			47.8	52.2		ML	A-4(0)		

SIEVE inches size	PERCENT FINER ○		
.375	100.0		
	GRAIN SIZE		
D_{60}	0.0995		
D_{30}			
D_{10}			
	COEFFICIENTS		
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	100.0		
#10	100.0		
#20	99.5		
#40	97.3		
#60	93.2		
#140	62.2		
#200	52.2		
#230	49.0		
#270	46.3		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong marine odor, tan

REMARKS:

○ Visual Percenmt Shell: 100%

○ Source: CB-KWH03-7

Elev./Depth: 0 to 12"

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

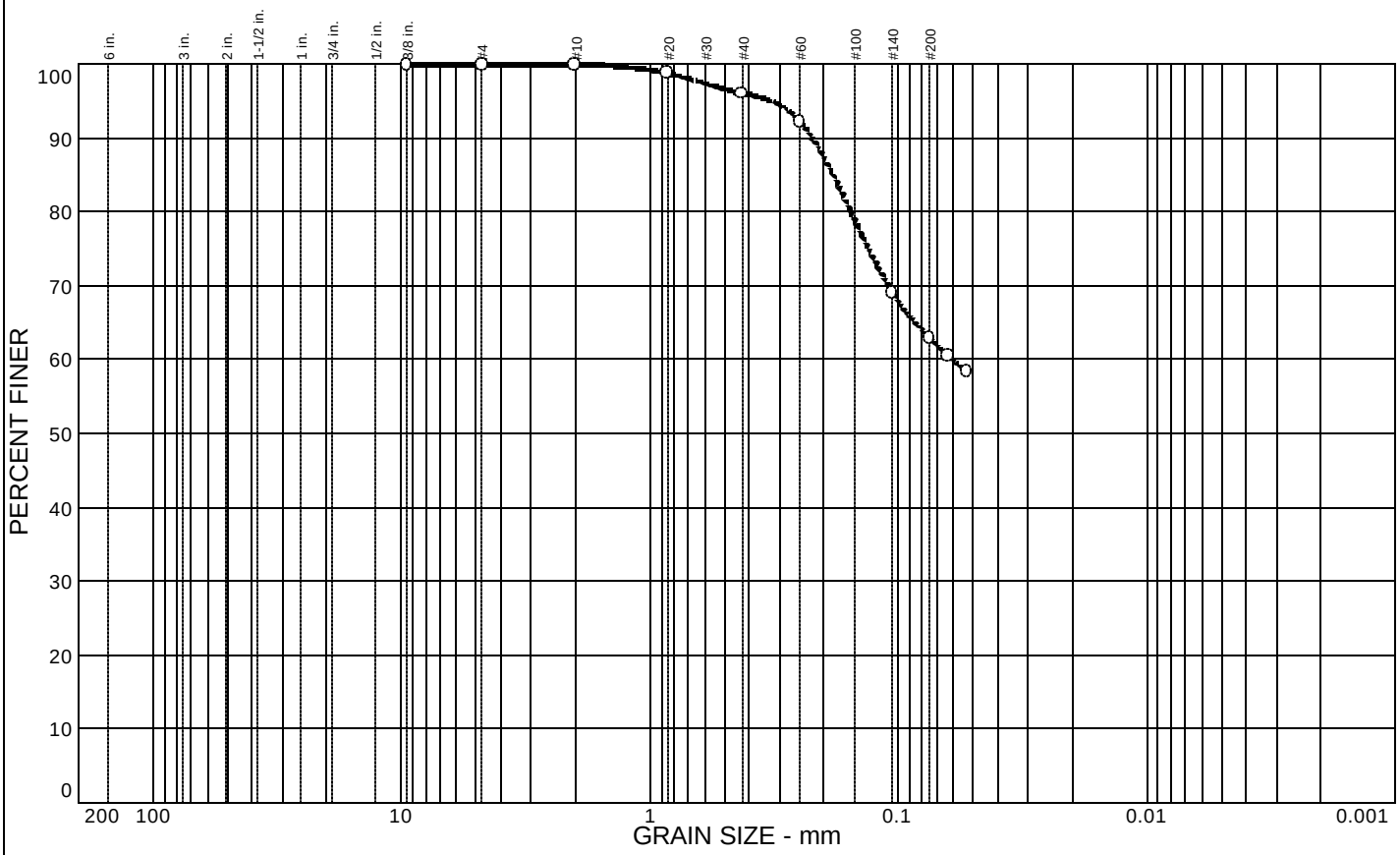
Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

00320-92

Particle Size Distribution Report



	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○			37.0	63.0		MH	A-5(7)	40	50

SIEVE inches size	PERCENT FINER ○		
.375	100.0		
	GRAIN SIZE		
D_{60}	0.0606		
D_{30}			
D_{10}			
	COEFFICIENTS		
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	100.0		
#10	100.0		
#20	98.8		
#40	96.1		
#60	92.3		
#140	69.1		
#200	63.0		
#230	60.5		
#270	58.4		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong marine odor, tan

REMARKS:

○ Visual Percent Shell: 100%

○ Source: CB-KWH03-7

Elev./Depth: 12" to 24"

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

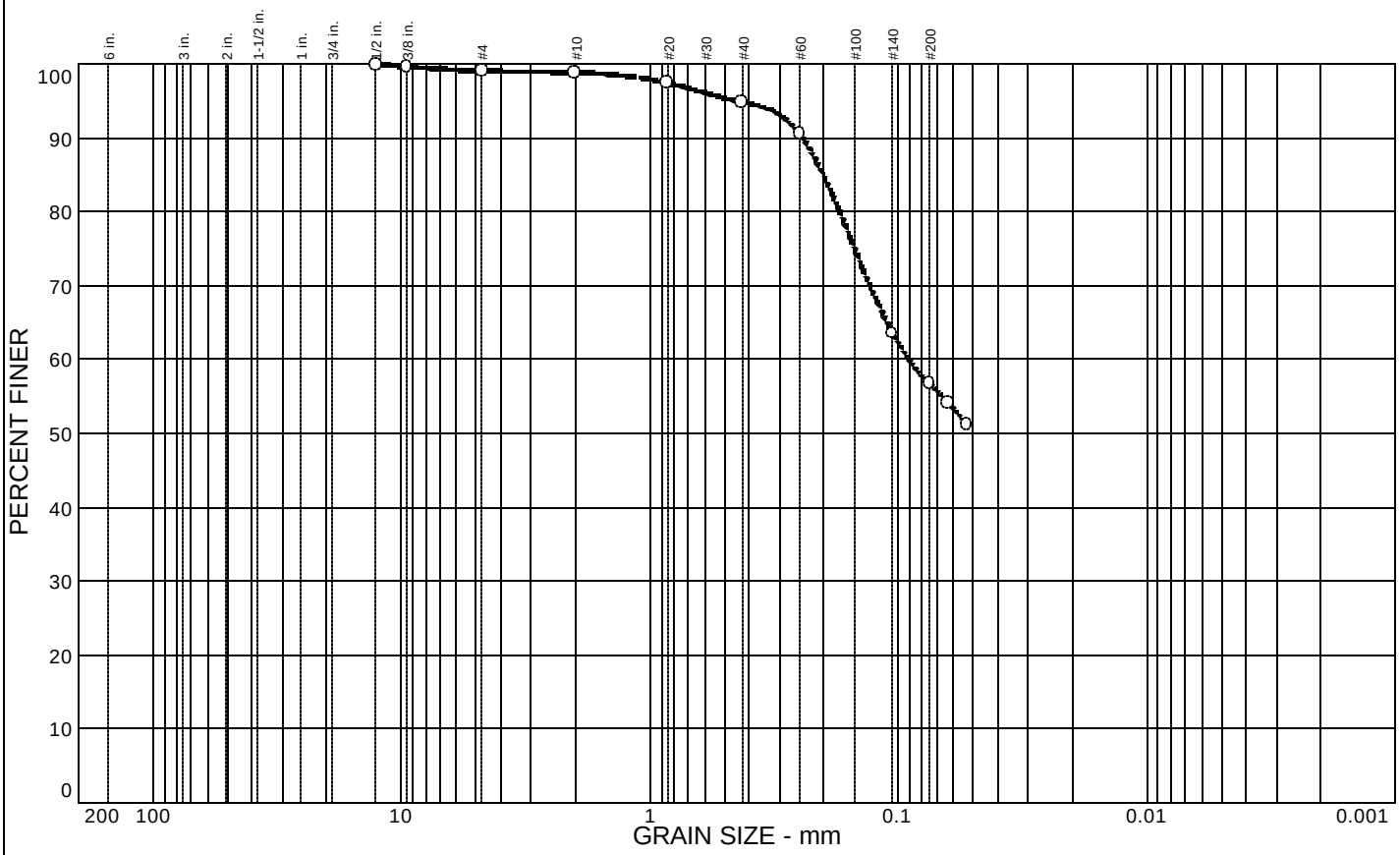
Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

00320-93

Particle Size Distribution Report



	% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○		0.9	42.3	56.8		ML	A-4(0)		

SIEVE inches size	PERCENT FINER ○		
.5	100.0		
.375	99.7		
GRAIN SIZE			
D_{60}	0.0905		
D_{30}			
D_{10}			
COEFFICIENTS			
C_c			
C_u			

SIEVE number size	PERCENT FINER ○		
#4	99.1		
#10	98.9		
#20	97.5		
#40	94.9		
#60	90.6		
#140	63.6		
#200	56.8		
#230	54.2		
#270	51.3		

SOIL DESCRIPTION

○ SILT, calcareous, high plasticity, some sand sized shell fragments, strong HCL reaction, wet, abraded, strong marine odor, tan

REMARKS:

○ Visual Percent Shell: 100%

○ Source: CB-KWH03-7

Elev./Depth: 24" to 36"

Law Engineering and Environmental Services, Inc.

Client: Continental Shelf Association

Project: Materials Testing-CSA

Project No.: 6738-03-4396

Plate

SECTION 00330

CONTROL MONUMENT DESCRIPTIONS

TABLE OF CONTENTS

00330-2 Monument ID: MO KH 04

00330-3 Monument ID: MO KEY WEST GSL

Monument ID: MO KH 04

Locality-Project	: KEY WEST HARBOR	Monument Type	: DISK
Latitude	: 0° 0' 0.00000"	Longitude	: 0° 0' 0.00000"
X(E)	:	Y(N)	:
Zone	: FLE	Elevation	:
Horizontal Datum	: NAD-27	Vertical Datum	: NGVD-29
Order	: THIRD	Linear Units	: FEET
State	: FL	Date Set	: 1961
Monument Set By	: USACOE	County	: MONROE
Date Added	: 890626	Date Changed	: 030520

Recovered By :

Company	(1) PARTY #6	(2)
Person	(1) WOORWARD	(2)
Date	(1) 6/91	(2)
Condition	(1) GOOD	(2)

LOCATED AT KEY WEST NAVAL AIR STATION TRUMAN ANNEX, KEY WEST, MONROE, COUNTY, FLORIDA.

TO REACH FROM THE U.S. POST OFFICE IN KEY WEST, GO SOUTH ON WHITEHEAD STREET, 0.1 MILE TO SOUTHARD STREET. TURN RIGHT AND PROCEED WEST ON SOUTHARD STREET, 0.25 MILE THRU TRUMEN ANNEX TO NAVAL AIR STATION. FROM THE NAVAL AIR STATION GUARD HOUSE PROCEED SOUTHWESTERLY 0.45 MILE THRU NAVAL AIR STATION TO A GROUP OF WAREHOUSE BUILDINGS ADJACENT TO OLD FORT TAYLOR. TURN RIGHT AND PROCEED NORTHWEST ON ASPHALT PAVEMENT 0.15 MILE TO BLDG. #4080 ON NAVY PIER (ADJACENT TO CUT-B) AND STATION LOCATION.

STATION IS LOCATED ON ASPHALT PAVEMENT, 4.0 FEET EAST OF WEST FACE OF CONCRETE BULKHEAD; 141 FEET NORTHWEST OF NORTH CORNER OF BLDG. #4080 AND 127.7 FEET NORTH OF SOUTHWEST CORNER OF CONCRETE BULKHEAD.

MARK IS A STANDARD USACOE BRONZE DISK SET FLUSH IN TOP OF CONCRETE COLLAR, FLUSH WITH ASPHALT AND STAMPED "KH 4, 1961".

NOTE: RM-1 AND RM-2 HAVE BEEN DESTROYED.

Monument ID: MO KEY WEST GSL

Locality-Project	: KEY WEST	Monument Type	: DISK
Latitude	: 0° 0' 0.00000"	Longitude	: 0° 0' 0.00000"
X(E)	:	Y(N)	:
Zone	: FLE	Elevation	:
Horizontal Datum	: NAD-27	Vertical Datum	: NGVD-29
Order	: GPS	Linear Units	: FEET
State	: FL	Date Set	: 1989
Monument Set By	: NGS	County	: MONROE
Date Added	: 920825	Date Changed	: 030520

Recovered By :

Company	(1)	(2)
Person	(1)	(2)
Date	(1)	(2)
Condition	(1)	(2)

STATION IS LOCATED ON THE WEST SIDE OF KEY WEST FLORIDA, ON THE NORTHWEST SIDE OF MOLE PIER, AT THE TRUMAN ANNEX NAVAL AIR STATION. OWNERSHIP -- U.S.GOVERNMENT. HARBOR MASTER, PHONE IS 205-797-5374.

TO REACH THE STATION FROM THE U.S.POST OFFICE IN KEY WEST, AT THE CORNER OF WHITEHEAD AND EATON STREETS, GO SOUTH ON WHITEHEAD STREET FOR 0.24 KM (0.15 MI) TO THE INTERSECTION OF SOUTHARD STREET, TURN RIGHT AND GO WEST ON SOUTHARD STREET FOR 0.4 KM (0.25 MI) TO THE GUARDHOUSE, THEN PASS THE GUARD HOUSE AND TURN LEFT AND GO WEST-SOUTHWEST FOR 0.64 KM (0.40 MI), PASSING A CERAMIC SHOP ON THE LEFT, TO THE START OF THE MOLE PIER AT THE SOUTH MOLE, THEN TURN RIGHT AND GO NORTH-NORTHEAST ALONG THE PIER FOR 0.48 KM (0.30 MI) TO THE STATION ON THE LEFT.

STATION IS A STANDARD NGS HORIZONTAL DISK STAMPED "KEY WEST GSL 1989", SET IN THE TOP OF THE CONCRETE SEAWALL. IT IS 22.4 M (73.5 FT) WEST OF THE CONCRETE BASE OF A LIGHT POLE IN THE PARKING AREA, 11.9 M (39.0 FT) NORTH OF THE NORTHWEST CORNER OF A 1.8 M (5.9 FT) HIGH CONCRETE POWER BOX, AND SEAWALL, AT A CURVE TO THE EAST IN THE SEAWALL.

EAST COAST GLOBAL MEAN SEA LEVEL, JANUARY 1989.

DESCRIBED BY V.L.FERNANDES. CONTACT HARBOR MASTER AT TIME OF WORK.

SECTION 00335

WEATHER, WATER STAGE AND TIDE DATA

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00335-2 a) Water Stages
b) Wind And Wave Data

00330-3 c) Weather Conditions

KEY WEST HARBOR DREDGING; 34-FOOT PROJECT, MAIN SHIP CHANNEL, CUT-A, CUT-B, CUT-C AND TRUMAN HARBOR, MONROE COUNTY, FLORIDA

The following water stage, wave, wind, and weather data are provided for inclusion into the subject plans and specifications. The following water level fluctuations are provided for information only and are not to be utilized in conjunction with any contract related hydrographic surveying

a) Water Stages. Water levels in the project area are mainly affected by wind and tidal fluctuations of the Gulf of Mexico which are mixed (diurnal and semi-diurnal). The project area is also subject to storm surges from hurricanes and tropical storms from June through November. Surges from extratropical storms may affect the area during any time of the year.

Elevations of tidal datums in the vicinity of the project area are provided in the following table. All datum elevations in this table are referred to mean lower low water (MLLW). These datums are based on values from a tide station located at Key West, at the north end of the Naval Base, less than one mile from Cut B. This tide station was established by the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS). Additional information on this and other nearby tide stations is available at this NOAA website :
http://www.opsd.nos.noaa.gov/bench.html.

Highest Observed Water Level (8 SEP 1965)	=	3.97 Feet
Mean Higher High Water (MHHW)	=	1.84 Feet
Mean High Water (MHW)	=	1.54 Feet
North American Vertical Datum-1988 (NAVD)	=	2.00 Feet
Mean Sea Level (MSL)	=	0.92 Feet
Mean Tide Level (MTL)	=	0.89 Feet
Mean Low Water (MLW)	=	0.23 Feet
Mean Lower Low Water (MLLW)	=	0.00 Feet
Lowest Observed Water Level (19 FEB 1928)	=	-1.44 Feet

Daily tidal predictions at locations along the coastline of North and South America, including locations in the vicinity of the project area can be found in the publication East Coast of North and South America Tide Tables, U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service. In addition to daily tidal predictions, this publication provides mean and diurnal tide ranges and mean tide levels. Some astronomical data is also included, such as time of sunrise, sunset, moonrise, and moonset. This publication is available through NOAA. Tidal data provided in this publication can also be found at the following NOAA website:
http://co-ops.nos.noaa.gov/tpred2.html#FL.

b) Wind and Wave Data. The following publications include wind and wave information in the vicinity of the project area, and are available for review in the Jacksonville District Office or may be ordered directly from the agencies indicated.

(1) U.S. Coast Pilot Volume 5, Atlantic Coast: Gulf of Mexico, Puerto Rico, and Virgin Islands, U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service. This publication

supplements the navigational information shown on the NOAA/NOS nautical charts. It also provides miscellaneous meteorological data. This publication is available through NOAA.

(2) Gulf of Mexico Hindcast Wave Information, Wave Information Studies of U.S. Coastlines, WIS Report 18, Waterways Experiment Station, May 1989. This report presents wave hindcast summaries at various locations throughout the Gulf of Mexico, including several stations located offshore of the Key West area. Available data includes wave height, period, and direction tables for the 20-year period extending from 1956-75. This data set excludes the effects of tropical disturbances and hurricanes. This report also includes summary wind and wave rose diagrams, summary tables of mean wave heights by month and year, largest wave heights by month and year, and a table of extreme wave events based on data from the 20-year hindcasts. This publication is available from National Technical Information Service, 5285 Port Royal Road, Springfield, Virginia 22161. An updated hindcast has been completed for locations throughout the Gulf of Mexico for the 20-year period extending from 1976-95. This data set includes the effects of tropical disturbances and hurricanes. Time series listings of wave data for both 20-year periods and some summary information are available at the Wave Information Study website : *http://bigfoot.wes.army.mil/u023.html*.

(3) National Data Buoy Center (NDBC) Website. This Internet website provides a wide range of real-time and archived meteorological and oceanographic data collected at offshore and nearshore stations worldwide. Data provided on this website includes wind speed, wind gusts, atmospheric pressure, air temperature, sea temperature, wave height, and wave period. Gage readings are updated hourly, and archived data is available for most stations. The website address for data relevant to this project site is : *http://www.ndbc.noaa.gov/Maps/Florida.shtml*.

c) Weather Conditions. The project area is subject to tropical storms and hurricanes from June through November, and to windy and/or rainy weather during any time of the year. The climate of the area is essentially tropical, and temperatures below freezing are rare. The wet season in the project area is from May through October. Rainfall during these months is closely associated with convective activity. These rainfall events are normally of short duration and amounts are quite variable spatially. In general, the winter months constitute the dry season. Rainfall during the winter months is usually associated with mid-latitude systems (fronts and low pressure systems) and is distributed in a more spatially uniform pattern. Occasionally, daily rainfall in the dry season can be quite heavy as mid-latitude systems penetrate into Florida. Dangerous thunderstorms can occur in this area at any time of the year.

It shall be the contractor's responsibility to obtain information concerning weather conditions in the project area. The publication Local Climatological Data - Monthly Summary published by NOAA, Asheville, North Carolina contains climatological and meteorological observations and data relevant to this region. The Annual Summary gives a synopsis of these observations for the period of record. This publication is available for review at the U.S. Army Corps of Engineers, Jacksonville District Office, 701 San Marco Blvd., Jacksonville, Florida. Subscription price and ordering information are available from the National Climatic Data Center, Federal Building, Asheville, North Carolina 28801.

3. The average number of days in each calendar month with rain equal to, or greater than, 0.1 inches is provided for the project area in the following table. This information is based on data obtained from the NOAA rain gage located closest to the project area, in Homestead, Florida, at latitude 25deg 30’ N, 80deg 30’W. The data were obtained from Climatography of the United States No. 20, Climatic Summaries for Selected Sites in Florida publications

by the National Climatic Center, NOAA, for the period of record from 1951 through 1980.

Average Number of Days Per Month
With Rainfall > 0.1 Inches

Gage Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Homestead	3	4	3	4	8	11	11	13	12	9	3	3

4. Point of contact is Mr. Steve Bratos at extension 904-232-1824.

-END OF SECTION-

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Section 00600 - REPRESENTATIONS & CERTIFICATIONS

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN:._____

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

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

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

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

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

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

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

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

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

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

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

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

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

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

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

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

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

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

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

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

____ Black American.

____ Hispanic American.

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

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

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

____ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

(a) Definition.

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

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

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

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

No. of Employees	Avg. Annual Gross Revenues
____ 50 or fewer	____ $1 million or less
____ 51 - 100	____ $1,000,001 - $2 million
____ 101 - 250	____ $2,000,001 - $3.5 million
____ 251 - 500	____ $3,500,001 - $5 million
____ 501 - 750	____ $5,000,001 - $10 million
____ 751 - 1,000	____ $10,000,001 - $17 million
____ Over 1,000	____ Over $17 million

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest

includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

CERTIFICATE OF AUTHORITY TO BIND CORPORATION

The Offeror, if a corporation, shall cause the following certificate to be executed under its corporate seal. The same officer shall not sign both the offer and this certificate.

CERTIFICATE

I, _____,
(Name)
_____ of the corporation named as Offeror
(Title)
herein, certify that _____, who
(Name of person who signed offer)
signed this offer on behalf of the corporation (Offeror), was then
_____ of said corporation, and that said offer was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____
(Signature)
(CORPORATE SEAL)

_____
(Typed Name)

(End of paragraph number 999.209-4002)

CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP

The Offeror, if a partnership, shall cause the following certificate to be executed. Offeror shall provide a listing of all partners and a copy of the documentation from the partnership agreement authorizing the partner who has signed this offer to act on behalf of the partnership.

CERTIFICATE

We, the undersigned, comprising the total membership of _____
_____, as partnership doing business at _____
_____, do hereby certify that _____ is
_____ of said partnership and is empowered to represent, bind, and execute contracts on behalf of said partnership.
Witness our signatures, this_____ day of _____ 19____.

_____ _____
_____ _____
_____ _____
_____ _____

WITNESSES:

_____
_____
(Address)

_____
_____
(Address)

(End of paragraph number 999.209-4003)

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CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(d) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the

agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime

contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3),Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or

employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding $100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(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 60 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 730 calendar days after the date the Contractor receives the notice to proceed. 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 $6,759.00 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 time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the

Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(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)

52.219-4 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

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

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

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

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

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

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

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

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

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

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

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

(2) A statement of--

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business

for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--
(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled “Small Business Subcontracting Plan,” the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding $100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(b) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(ii) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract

Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of $10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.
(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor

employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

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

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

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

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

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

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUL 2002)

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

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

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

Designated country construction material means a construction material that--

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

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

Domestic construction material means--

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

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

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

North American Free Trade Agreement country means Canada or Mexico.

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

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

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

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

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

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: none

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

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

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written

instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(d) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996) (CESAJ ADAPTATION)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. If the bid guarantee is in the form of a bid bond, in accordance with FAR 28.106-1 the bidder shall use Standard Form 24, Bid Bond. Use of any other form may not firmly bind the bidder and sureties to the United

States of America and may, therefore, be cause for rejection of the bid. If the bid guarantee is secured by assets owned by individual sureties, the bidder and sureties shall comply with the Pledges Of Assets clause (FAR 52.228-11) of this solicitation. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000 whichever is less.

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

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(f) Bid bonds on their face must unequivocally bind the bonding company or the bid will be nonresponsive. The Contracting Officer has authority to decide whether there is adequate evidence of authority to unequivocally bind the bonding company. Evidence of intent to be bound may not be submitted after bid opening. Therefore, in order for a power of attorney accompanying a bid bond to be acceptable, it must be (i) an original (not facsimile) power of attorney, (ii) a copy of a power of attorney (or power of attorney with facsimile signatures) accompanied by an original (not facsimile) signature by the secretary of the company certifying that the power of attorney remains in full force and effect and has not been revoked, or (iii) a copy of a power of attorney with facsimile signatures which indicates on its face that the surety intends to be bound by facsimile signatures AND has a RAISED corporate seal.

(g) In its application to negotiated contracts, the terms “bid” and “bidder” shall include “proposal” and “offeror.”

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's

interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

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

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) “Irrevocable letter of credit” (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution

nor the offeror/Contractor can revoke or condition the letter of credit.

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

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

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

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

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

_____

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

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

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

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

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

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

Sincerely,

_____

[Issuing financial institution]

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

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

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

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

Sincerely,

_____

[Confirming financial institution]

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

SIGHT DRAFT

_____

[City, State]

(Date) _____

[Name and address of financial institution]

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

_____

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

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

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or

drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

(Name)

_____

(Title)

_____

(Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against
the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

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

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

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

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

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the

subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

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

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

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

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

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

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

(1) The amount to be withheld;

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment,

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

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

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

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding $100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty percent (40%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984) (CESAJ ADAPTATION)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by (See Section 01110 of this contract).
(b) Weather conditions (See Section 00335 of this contract).
(c) Transportation facilities (See Section 01110 of this contract).

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the

Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim

those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

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

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

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984)

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

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

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

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time

to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing.

This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

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

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

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

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

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

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

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

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

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

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause

shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

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

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

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

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

NONE

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any
subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: NONE

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at

all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby

grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their

storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the

termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (CESAJ ADAPTATION)

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

For FAR: http://www.arnet.gov/far/
For DFARS: http://www.acq.osd.mil/dp/dars/dfars.html
(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(f) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

(i) Attempting to obtain;

(ii) Obtaining, or

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

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

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

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

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

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

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

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

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

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly—

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

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

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

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

(3) Termination of the contract for default.

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

(1) The person involved;

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

(3) The reasons for the requested waiver; and

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

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

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

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

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

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

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

employees to make such reports.

(End of clause)

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

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

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) Definition.

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

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

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

(End of clause)

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

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

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

(End of clause)

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

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of $25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

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

(a) Definitions. Historically black colleges and universities, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

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

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard

requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

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

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

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

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

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

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

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

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

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

(8) Canvas products.

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

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

(c) This clause does not apply--

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

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

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

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

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

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

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

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

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

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

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

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

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

(End of provision)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)

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

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee contract.

(iii) The target cost and ceiling price of a fixed-price incentive contract.

(iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

(1) Are for other than commercial items; and

(2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

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

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

(b) The price breakdown --

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

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

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

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

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

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

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

Title	File and Drawing No.
Key West Harbor, Florida Dredging 34-Foot Project Main Ship Channel, Cut-A, Cut-B, Cut-C And Truman Habor	D.O. File No. 21-38,378 dated March 2003 in 20 sheets plus cover

(End of clause)

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

(a) The Contractor shall --

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

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

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

(b) The Contracting Officer may --

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

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

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

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

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

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

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

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

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

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

(i) Actual mobilization costs at completion of mobilization;

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

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

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

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

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

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

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

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

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

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

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

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

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

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

(Official's Name)

(Title)

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

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

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

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

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

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

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

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

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

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

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

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

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

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

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine

tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400

Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

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

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY

TOTAL_____

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

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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

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

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

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

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

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

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

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

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CLAUSES INCORPORATED BY FULL TEXT

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

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Termination Settlement Proposals, and FAR Part 49.
(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)
(CESAJ paragraph number 998.231-1)

EFARS 52.249-5000 BASIS FOR TERMINATION SETTLEMENT PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:
Actual costs for each piece of equipment, or groups of similar serial or series
equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.
(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)
(CESAJ paragraph number 998.249-1)

UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

The Contractor shall not accept any instructions issued by any person, employed by the Government or otherwise, other than the Contracting Officer or the Contracting Officer's Representative (COR) acting within the limits of the COR's authority. See the Contracting Officer's Representative clause of this contract.

(End of paragraph number 999.201-4002)

DFARS 203-70 – CONTRACTOR STANDARDS OF CONDUCT

The following excerpt from DFARS subpart 203.70 is presented as a reminder:

203.7000 Policy. Government contractors must conduct themselves with the highest degree of integrity and honesty. Contractors should have standards of conduct and internal control systems that--

(1) Are suitable to the size of the company and the extent of their involvement in Government contracting;

(2) Promote such standards;

(3) Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and

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

203.7001 Procedures.

(a) A contractor's system of management controls should provide for--

(1) A written code of business ethics and conduct and an ethics training program for all employees;

(2) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;

(3) A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;

(4) Internal and/or external audits, as appropriate;

(5) Disciplinary action for improper conduct;

(6) Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and

(7) Full cooperation with any Government agencies responsible for either investigation or corrective actions.

(End of paragraph number 999.203-4000)

VARIATION IN ESTIMATED QUANTITY -- DREDGING

(a) Read this paragraph in conjunction with the Variation in Estimated Quantity clause of this contract. This paragraph only applies to line items for excavation.

(b) The estimated quantities contained in the excavation line item(s) of this contract include material from both the required dredging prism and an area of allowable overdepth. The Contractor is not required to excavate the material in the area of allowable overdepth. However, as a precondition for requesting an equitable adjustment in the event the actual quantity is less than 85 percent of the estimated quantity, the Contractor shall have excavated 100 percent of the available material in the required prism and at least 75 percent of the available material in the area of allowable overdepth.

(End of paragraph number 999.211-4008)

LIMITATIONS ON SUBSTITUTIONS FOR CERTAIN POSITIONS AND/OR SUBCONTRACTORS

The award decision for this contract was based, in part, on an evaluation of the personnel and/or subcontractors the Contractor included in its proposal for the positions and/or items of subcontracted work identified at the end of this paragraph. The Contractor agrees these personnel and/or subcontractors will be employed as described in its proposal and no substitutes will be employed without prior written approval of the Contracting Officer or Administrative Contracting Officer. The Contractor further agrees that any proposed substitutes shall meet or exceed the qualifications of the original personnel and/or subcontractors. If the Contractor's proposal did not name a subcontractor for an identified item of work, the Contractor will not be allowed to subcontract that item of work without prior approval of the Contracting Officer or Administrative Contracting Officer. The limitations described

herein shall apply to the following positions and/or items of subcontracted work: Dredging equipment, and protecting environmental resources. The successful offeror's list of dredging equipment and environmental protection procedures will be incorporated into the contract.

(End of paragraph number 999.215-4001)

RETAINAGE FOR FAILURE TO COMPLY WITH SUBCONTRACTING PLAN REPORTING REQUIREMENTS

(a) Read this paragraph in conjunction with Liquidated Damages--Small Business Subcontracting Plan (FAR 52.219-16) clause of this contract.

(b) Should the Contractor fail to submit SF 294 and/or SF 295 reports in a timely manner, the Government will consider this failure as evidence of possible failure to make a good faith effort to achieve goals contained in the Contractor's subcontracting plan. In order to protect the Government's ability to assess liquidated damages in the event the Contractor does fail to meet the goals and such failure results from a lack of good faith effort, the Contracting Officer will retain from progress payments an amount deemed sufficient to satisfy the Contractor's liability. The amount of the retainage will be determined in accordance with the following formula:

Total dollar amount proposed for subcontracting to small business multiplied by the percentage of actual progress on the contract, up to a maximum of 10% of the progress payment, will be withheld from the next progress payment that is due after the Contractor's failure to submit a required report. If one or more reports have been submitted before a failure to submit a required report, this formula will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted. See examples below.

Example 1 (No previous reports submitted)			
Total proposed subcontracting	$500,000	Current progress payment	$100,000
Percent of work completed	x .10	Maximum retainage percentage	x .10
Retainage	$50,000	Retainage	$10,000
Maximum that can be retained is $10,000			

Example 2 (Previous reports submitted)			
Total proposed subcontracting	$500,000	Current progress payment	$100,000
Subcontracting previously reported	($100,000)	Maximum retainage percentage	x .10
Percent of work completed	x .10	Retainage	$10,000
Retainage	$40,000		
Maximum that can be retained is $10,000			

(c) Contracting Officer's Representative (COR). In addition to any other COR appointments that may be made under this contract, Debra K. Overstreet, Deputy for Small Business, is appointed COR for matters relating to enforcement of the Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan clause of this contract. In this regard, she is authorized to conduct reviews of the Contractor's records; correspond with the Contractor (both verbally and in writing); and, in accordance with subparagraph (b) above, authorize retainage for failure to achieve goals.

(End of paragraph number 999.219-4001)

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

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at http://www.hq.usace.army.mil. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the date the solicitation for this contract/purchase order was issued.

(End of paragraph number 999.223-4026)

DREDGING SAFETY MANAGEMENT PROGRAM

The Contractor shall comply with the provisions of EM 385-1-1. If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA)/United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the dredge(s) to be used to perform the work required under this contract, the Contractor may, in lieu of submitting an Accident Prevention Plan: (i) upon request, make available for review the Contractor's current Safety Management System (SMS) documentation, (ii) submit to the Contracting Officer the current valid Company Certificate of Compliance for its SMS, (iii) submit the current dredge(s) Certificate of Compliance based on third party audit, and (iv) submit for review and acceptance, site-specific addenda to the SMS as specified in the solicitation.

(End of Paragraph 999.223-4027)

REQUIRED INSURANCE

In accordance with the Insurance - Work On A Government Installation clause of this contract, the following schedule applies:

(a) Workmen's Compensation and Employer's Liability.

(1) Compliance with applicable workmen's compensation and occupational diseases statutes is required. (If occupational diseases are not compensable under applicable statutes, coverage may be under employer's liability insurance.)

(2) Employer's liability	$100,000.00
(b) General Liability (comprehensive form policy).	
(1) Bodily injury per occurrence	$500,000.00
(2) Property damage per occurrence	$500,000.00
(c) Automobile Liability (comprehensive form policy).	
(1) Bodily injury per person	$200,000.00
(2) Bodily injury per accident	$500,000.00
(3) Property damage per accident	$20,000.00

(End of paragraph number 999.228-4000)

AWARD FEE

AWARD-FEE

Award-fee is a pool of money that, depending upon the Contractor's performance, may or may not be paid. Entitlement to award-fee will be determined and paid in accordance with the Award-Fee Plan attached to Section 00800A of this contract. The Government reserves the right to change the Award-Fee Plan in accordance with the procedures prescribed in the plan.

(End of paragraph)

Section 00800A – WAGE DETERMINATIONS & OTHER ATTACHMENTS

LIST OF CONSTRUCTION CONTRACT ATTACHMENTS

NO.	TITLE	DATE	NO. OF PAGES
1	Note: This project incorporates both dredging and heavy construction wage decisions.	N/A	1
2	General Decision Number FL030045 Dredging Construction Projects (Statewide)	06/13/2003	3
3	General Decision Number FL030097 Heavy Construction	06/13/2003	2
4	AWARD FEE PLAN		

NOTE NOTE NOTE NOTE NOTE NOTE

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.

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 FL030045

General Decision Number FL030045
Superseded General Decision No. **FL020045**
State: **Florida**
Construction Type:
DREDGING
County(ies):
STATEWIDE
DREDGING CONSTRUCTION PROJECTS
FLORIDA (All Counties on the Atlantic & Gulf Coast East of the Aucilla River & all tributary waterways).

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):
STATEWIDE
ENGI0025E 02/01/2003

	Rates	Fringes
HYDRAULIC DREDGES 20" & OVER		
Leverman	19.90	4.01+a
Engineer	18.72	4.01+a
Derrick Operator	17.37	4.01+a
Mate	16.25	3.81+a
Welder	16.79	3.81+a
Spill Barge Operator	17.03	3.81+a
Carpenter	17.27	4.01+a
Electrician	17.70	4.01+a
Oiler	12.75	3.61+a
Deckhand	11.93	3.61+a
Shoreman	11.70	3.61+a
Handyman	11.93	3.61+a
Fill Placer	17.27	4.01+a
Asst. Fill Placer	15.71	4.01+a
HYDRAULIC DREDGES UNDER 20"		
Leverman	10.03	1.73+b
Engineer	9.59	1.73+b
Welder	9.79	1.73+b
Mate	8.82	1.73+b
Oiler & Fireman	8.11	1.73+b
Deckhand	7.77	1.73+b
Launchman	8.19	1.73+b
Shoreman	7.82	1.73+b
Spill Barge Operator	8.68	1.73+b
Spider Barge Operator	8.68	1.73+b
Cook	8.11	1.73+b
Mess Cook	7.71	1.73+b
Messman & Janitor	7.53	1.73+b
CLAMSHELL DREDGES:		
Operator	19.80	4.01+a
Engineer	17.71	4.01+a
Welder	16.52	3.81+a
Mate	15.91	3.81+a
Oiler	12.75	3.61+a
Deckhand	11.93	3.61+a
Scowman	12.10	3.61+a

Handyman	11.93	3.61+a
DIPPER DREDGES:		
Operator	19.99	4.01+a
Engineer	18.54	4.01+a
Welder	16.79	3.81+a
Mate	16.25	3.81+a
Oiler	12.75	3.61+a
Deckhand	11.93	3.61+a
Scowman	12.10	3.61+a
Handyman	11.93	3.61+a
TUGS LESS THAN 600 HP:		
Tug Master	15.88	4.01+a
Tug Captain	15.37	4.01+a
Tug Deckhand	11.93	3.61+a
TUGS 600 HP TO 1350 HP:		
Tug Master	16.87	401+a
Tug Captain	15.53	4.01+a
Tug Deckhand	11.93	3.61+a
TUGS GREATER THAN 1350 HP		
Tug Master	17.95	4.01+a
Tug Captain	17.02	4.01+a
Tug Engineer	17.02	4.01+a
Tug Deckhand	11.93	3.61+a
STEWARD DEPARTMENT:		
Steward	13.14	3.81+a
2nd Cook	11.93	3.61+a
Night Cook	11.93	3.61+a
Messman	11.70	3.61+a
Janitor	11.93	3.61+a
DRILL BOATS:		
Engineer	18.72	4.01+a
Driller	18.03	4.01+a
Blaster	18.03	4.01+a

FOOTNOTE:

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

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

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

==========

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

General Decision Number FL030097

General Decision Number FL030097
Superseded General Decision No. FL020097
State: **Florida**
Construction Type:
HEAVY
County(ies):

DE SOTO	HENDRY	OKEECHOBEE
GLADES	HIGHLANDS	
HARDEE	**MONROE**	

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects.)

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

DE SOTO	HENDRY	OKEECHOBEE
GLADES	HIGHLANDS	
HARDEE	**MONROE**	

SUFL2023A 10/01/1994

	Rates	Fringes
CARPENTERS	12.00	
ELECTRICIANS	14.50	
LABORERS:		
Unskilled	7.81	
Pipelayers	9.00	
PIPEFITTERS	10.00	
POWER EQUIPMENT OPERATORS;		
Backhoe	12.00	
Grader	12.00	
Loader	12.00	
Tractor	12.00	
Trenching Machine	13.50	
TRUCK DRIVERS	10.00	

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

==========

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

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

END OF GENERAL DECISION

Award-Fee Plan

For

Key West Dredging

(Date Of Approval)

(Contractor's Name)

Approved:

_____

Award-Fee Determining Official

Chief, Contracting Division

Contracting Officer

Award-Fee Plan

For

Key West Dredging

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2.0	Organization	2
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4.0	Award-Fee Processes	4
5.0	Award-Fee Plan Change Procedure	5
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Annexes

Annex	Title	Page
1	Award-Fee Organization	1-1
2	Evaluation Criteria and Grading Table	2-1

1.0 -- Introduction

This plan is the basis for the evaluation of the Contractor's performance and for presenting an assessment of that performance to the Award-Fee Determining Official (AFDO). It describes specific criteria and procedures used to assess the Contractor's performance and to determine the amount of award-fee earned by the Contractor. Actual award-fee determination and the methodology for determining award-fee are unilateral decisions made solely at the discretion of the Government.

There will be 6 evaluation periods for this contract, which shall commence on the date the Contractor commences dredging and continue for 5 evaluation periods during the dredging operations. There will be a total of $1,000,000 available to be evenly distributed during these 5 periods. The last period shall be from completion of all dredging operations until 90 days after completion and, in addition to other parameters, the Contractor will be assessed in how well the natural resources of the affected Florida waters were protected. Award-fee available for this period shall be $500,000. Award-fee will be provided to the Contractor through contract modifications. The AFDO will determine the amount of award-fee earned by the Contractor after a review of the Contractor's performance against the criteria set forth in this plan. The AFDO may unilaterally change this plan prior to the beginning of an evaluation period. If so changed, the Contractor will be notified, in writing, before the start of the evaluation period. Any changes to this plan after commencement of an evaluation period will be incorporated by written agreement of both parties.

In addition to the evaluations described in this plan, the Contracting Officer's representatives will be conducting and recording performance assessments in accordance with FAR 36-201.

2.0 -- Organization

The award-fee organization consists of the Award-Fee Determining Official (AFDO); an Award-Fee Review Board (AFRB) consisting of a chairperson, a recorder, other functional area participants, and advisor members; and the Performance Monitors. The AFDO, AFRB members, and Performance Monitors are listed in Annex 1.

3.0 -- Responsibilities

a. **Award-Fee Determining Official**. The AFDO approves the award-fee plan and any significant changes. The AFDO reviews the recommendation(s) of the AFRB, considers all pertinent data, and determines the earned award-fee amount. For this contract, the Contracting Officer is the AFDO.

b. **Award-Fee Review Board**. AFRB members review Performance Monitors' evaluations of the Contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at an earned award-fee recommendation for presentation to the AFDO. The AFRB may also recommend changes to this plan.

c. **AFRB Recorder**. The AFRB recorder is responsible for coordinating the administrative actions required of the Performance Monitors, the AFRB and the AFDO, including:

(l) receiving, processing and distributing evaluation reports from all required sources;

(2) scheduling and assisting with internal evaluation milestones, such as briefings; and

(3) accomplishing other actions required to ensure the smooth operation of the award-fee.

d. **Contracting Officer (CO)**. The CO is the liaison between the Contractor and Government personnel. For this contract, the CO is the AFDO.

e. **Performance Monitors**. Performance Monitors maintain written records of the Contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. They prepare interim and end-of-period evaluation reports as directed by the AFRB.

f. **Contract Specialist.** The Contract Specialist maintains the official contract file and assists the Contracting Officer.

4.0 -- Award-Fee Processes

a. **Process.** The process will consist of daily evaluation of the Contractor's performance, analysis of daily evaluations for the purpose of recommending award-fee entitlement, and determination of entitlement.

b. **Available Award-Fee Amount**. The available amount is $1,500,000. This amount is not subject to change for any reason.

c. **Evaluation Criteria**. Criteria are: compliance with turbidity requirements, effectiveness of safety program, compliance with contract completion schedule, and customer satisfaction.

d. **Interim Evaluation Process**. The AFRB Recorder notifies each AFRB member and Performance Monitor 14 calendar days before the midpoint of the evaluation period. Performance Monitors submit their evaluation reports to the AFRB 7 calendar days after this notification. The AFRB

determines the interim evaluation results and notifies the Contractor of the strengths and weaknesses for the evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.

e. **End-of-Period Evaluations**. The AFRB Recorder notifies each AFRB member and performance monitor 14 calendar days before the end of the evaluation period. Performance monitors submit their evaluation reports to the AFRB 7 calendar days after the end of the evaluation period. The AFRB prepares its evaluation report and recommendation of earned award-fee. The AFRB briefs the evaluation report and recommendation to the AFDO. The AFDO determines the overall grade and earned award-fee for the evaluation period within 30 calendar days after the evaluation period. The AFDO informs the Contractor, in writing, of the earned award-fee amount. The CO issues a contract modification within 15 calendar days after the decision is made to authorize payment of the earned award-fee amount.

f. **Contractor's Self-Assessment**. When the Contractor chooses to submit a self-evaluation, it must be submitted to the CO within five working days after the end of the evaluation period. This written assessment of the Contractor's performance throughout the evaluation period may also contain any information that may assist the AFRB in evaluating the Contractor's performance. The Contractor's self-assessment shall not exceed 25 pages.

5.0 -- Award-Fee Plan Change Procedure

All significant changes require the AFDO's approval; the AFRB Chairperson may approve other changes. Examples of significant changes include changing evaluation criteria, adjusting weights to redirect Contractor's emphasis to areas needing improvement, and revising the distribution of the award-fee dollars. The Contractor may recommend changes to the CO at any time. Changes made prior to the beginning of the affected evaluation period may be made unilaterally by the Government. Changes made during the affected evaluation period may be made only by mutual agreement of the Government and the Contractor.

6.0 -- Contract Termination

If the contract is terminated for the convenience of the Government after the start of the award-fee evaluation period, the award-fee deemed earned for that period shall be determined by the AFDO using the normal award-fee evaluation process. Award-fee amounts allocated to the terminated portion of the contract shall not be paid.

Annex 1 -- Award-Fee Organization

Members

Award-Fee Determining Official: Contracting Officer **CESAJ-CT**
Award-Fee Review Board Chairperson: To Be Named
Award-Fee Review Board Members: To Be Named.
The Contracting Officer can name members from the Army Corps of Engineers (Regulatory), Southern Division NAVFACENGCOM, other Navy, (Federal, State and Sanctuary) regulatory agencies, and others at his or her discretion.

Recorder: To Be Named

Performance Monitors

Area of Evaluation	Performance Monitor(s)
Compliance with Turbidity Requirements	To Be Named
Effectiveness of Safety Program	To Be Named
Compliance with Contract Completion Schedule	To Be Named
Customer Satisfaction	To Be Named

Annex 2 -- Evaluation Criteria and Grading Table

Evaluation Criteria	
Factor/Weight	**Criteria**
Compliance with Turbidity Requirements 50% ($750,000 to be distributed over evaluation periods during which Contractor is dredging in sensitive areas described in criteria column)	The following areas are deemed most environmentally sensitive: _____. Therefore, this factor will be measured against performance while dredging in these areas only. In order to earn any of the award-fee allocated to this factor, the Contractor must have stayed below 29 NTU at least 98% of the time while dredging the areas identified above. If the Contractor meets this criterion, award-fee may be earned as follows: NTU readings 15 or less — Fee Percentage Percent of time — Earned 90% — 100% 89% — 95% 88% — 90% 87% — 85% 86% — 80% 85% — 75% 84% — 70% 83% — 65% 82% — 64% 81% — 63% 80% — 62% 79% — 61% 78% — 60% 77% — 59% 76% — 58% 75% — 57% 74% and below — 0%
Effectiveness of Safety Program 7% ($105,000 to be distributed over evaluation periods 1-5)	In order to earn any award-fee for this factor, the Contractor must have experienced no fatal accidents on this job. If the Contractor meets this criterion, award-fee entitlement will be based on the AFRB's analysis of overall effectiveness of the safety program throughout the evaluation period.
Compliance with Contract Completion Schedule 7% ($105,000 to be available in evaluation	In order to earn the award-fee for this factor, the Contractor must have completed the work within the specified time (including any extensions) and must have stayed below 29 NTU at least 75% of the time while dredging in all areas. Failure to meet either of

period 5)	these criteria will result in loss of all award-fee allocated to this factor.
Customer Satisfaction 36% ($540,000 to be distributed as follows: $40,000 for evaluation periods 1-5; $500,000 for evaluation period 6)	1. Contractor's management assists in defining common goals and improving communications, and fosters a problem-solving attitude among a group that must work together throughout contract performance. 2. Contractor engages in cooperative effort to establish an atmosphere of trust and candor in communications. 3. Contractor draws on the strengths of each organization to achieve a quality product the first time within budget and on time. 4. Contractor offers most efficient form of dispute resolution, i.e., dispute avoidance. 5. Contractor effectively coordinates and cooperates with other Contractors and agencies. 6. Contractor effectively communicates with Government representatives. 7. Contractor completes tasks, reports, etc., in a timely manner. 8. Contractor protects natural resources from harm.
Entitlement to award-fee for the turbidity factor and schedule factor will be determined as stated in criteria column above. Entitlement to award-fee for the safety factor and the customer satisfaction factor will be determined by applying the Grading Table below.	

Grading Table	
Adjectival Rating and % of Award Fee Earned	**Description**
Excellent 86 – 100%	Contractor's performance of virtually all contract tasks is consistently noteworthy and provides numerous significant, tangible or intangible, benefits to the Government. The few areas for improvement are all minor. There are no recurring problems. Contractor's management initiates effective corrective action whenever needed.
Above Average 66 – 85%	Contractor's performance of most contract tasks is consistently above standard and provides numerous significant tangible and intangible benefits to the Government (e.g., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of operations). Although some areas may require improvement; these areas are minor

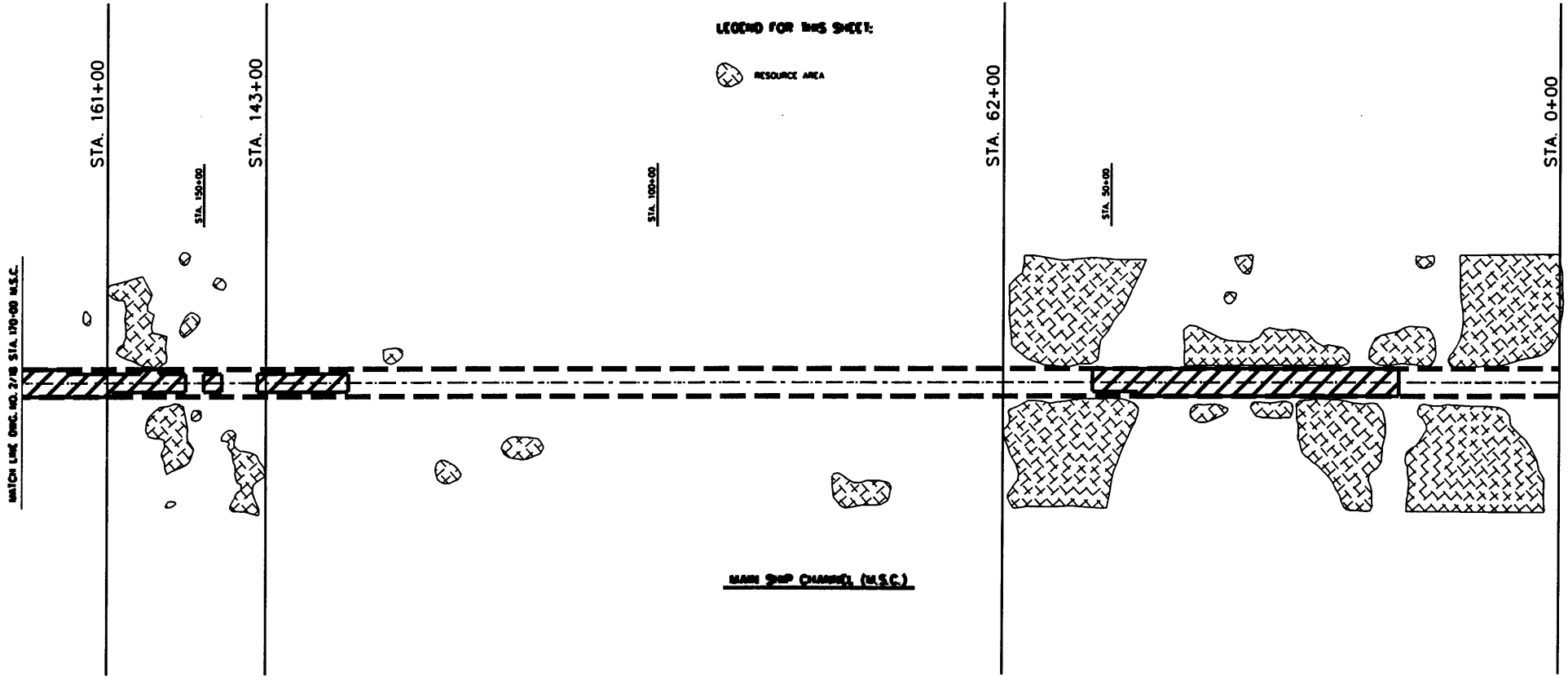
	and are more than offset by better performance in other areas. Few, if any, recurring problems have been noted, and Contractor takes satisfactory corrective action.
Average 36 – 65%	Contractor's performance of most contract tasks is better than adequate and provides some tangible benefits to the Government in several significant areas. While the remainder of the Contractor's effort generally meets the contract requirements, areas requiring improvement are more than offset by better performance in other areas
Below Average 1 – 35%	Contractor's performance of most contract tasks is adequate with few tangible benefits to the Government due to Contractor's effort or initiative. Although there are areas of good or better performance, these are more or less offset by lower-rated performance in other areas.
Unsatisfactory 0%	Contractor's performance of most contract tasks is inadequate and inconsistent. Quality, responsiveness, and timeliness in many areas require attention and action. Corrective actions have not been taken or are ineffective.

RESOURCE MAP

THE RESOURCE AREAS DEPICTED ON THIS SHEET WILL BE USED IN CONJUNCTION WITH THE STANDARDS DESCRIBED IN THE SPECIFICATIONS TO ESTABLISH THE LOCATION OF THE TURBIDITY MONITORING STATIONS. TURBIDITY MONITORING FOR COMPLIANCE WITH THE STANDARDS WILL BE DONE BY AN INDEPENDENT CONTRACTOR HIRED BY THE GOVERNMENT.

LEGEND FOR THIS SHEET:

RESOURCE AREA



GRAPHIC SCALE

500' 0 500' 1000'

NOTES:

1. SEE DWG. NO. 1/2 FOR LEGEND AND GENERAL NOTES.
2. SEE DWG. NO. 2/1 FOR CHANNEL SURVEY NOTES.

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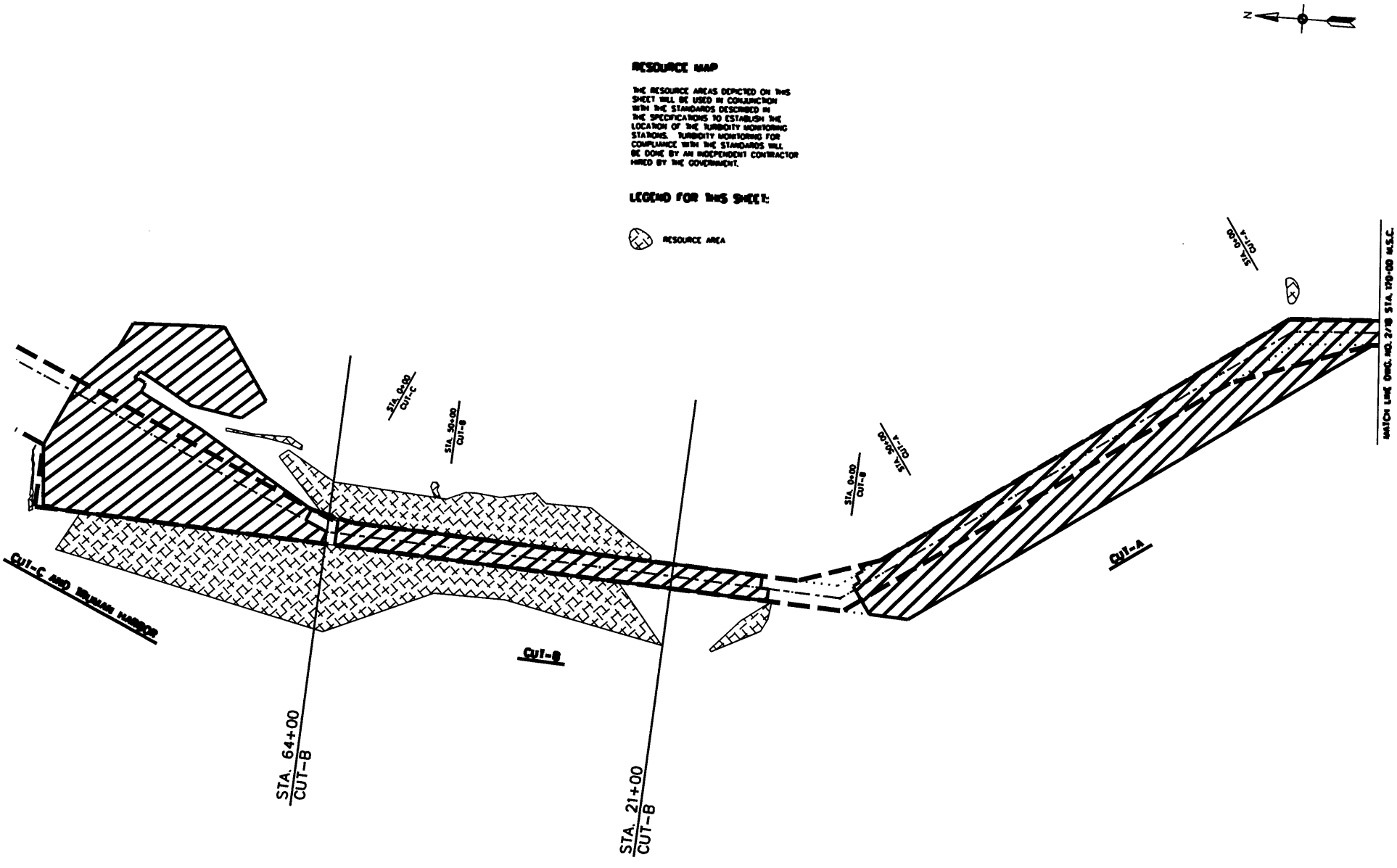

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01110

SUMMARY OF WORK

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PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section Table of Contents --

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 Project Description

The project work consists of dredging portions of Key West Harbor, including the Main Ship Channel, Cut-A, Cut-A Widener, Cut-B, Cut-C, Cut-C Turning Basin, and Truman Harbor. The required depth of dredging will be 36 feet MLLW (35 feet MLLW for Truman Harbor) with an allowable overdepth of 1 foot. The estimated total amount of material to be dredged is approximately ~~0.9 million~~.9 million cubic yards. The general types of material expected to be encountered are silt, sand, gravel, and insitu rock. The expected proportion of rock is less than 40%. Drilling and blasting will not be allowed under this contract.

Two disposal areas will be available for placement of dredged material: a) an approved ocean disposal area located no more than 16 nautical miles south of Key West, and b) an upland site located on Fleming Key with at least 37 acres available to the contractor for construction of an upland containment and de-watering site. All loose sediment which is overlaying the in-situ rock in Truman Harbor, Cut-C, and Cut-C Turning Basin as well as silty material in a portion of Cut-A shall be placed in the Fleming Key upland site. All other material may be placed in the ocean disposal area. The contractor should expect that close coordination with environmental agencies will be required when placing pipeline within the approved corridor so that impacts to environmental resources can be avoided. The contractor will be expected to include a conceptual method and design for upland containment on the provided site as part of his proposal for this project. In addition, the contractor will be required to show disposal area design details as part of the submittals required under the contract.

In general, the contractor should expect that a high degree of environmental sensitivity will be required of him by this contract. This same level of sensitivity will be expected by the environmental community, which will be diligently watching the contractor's operations, especially

with regard to turbidity. In particular, the contractor should expect to work with restrictions such as areas of no access, extensive areas where anchor placement will be restricted, and special requirements regarding the use of anchor cables, swing cables, mooring lines, etc.

The latest hydrographic survey (including sub-bottom profile data and side scan sonar images) is available at the following web site: <http://www.saj.usace.army.mil/conops/navigation/surveys/hydro.htm>

1.2.2 Location

The project is located in the vicinity of Key West, Florida.

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 dredging." The commencement time of ~~45~~ 60 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 bidders 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 bid period, and prospective bidders are strongly urged to examine the material and assure themselves that they have made the best possible evaluation of the subsurface conditions. Prospective bidders shall notify the Jacksonville District Explorations Manager at 904-232-3295 at least seven (7) 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 phone number regarding the visit. Bidders shall form their own conclusions from this examination prior to submission of their bids. Bidders shall record their core examination visit in a record book maintained at the inspection site.

1.5.2 Weather, Water Stage and Tide Data

See Section 00335 WEATHER, WATER STAGE AND TIDE DATA.

1.5.3 Contractor Investigation

In addition to the information given in the contract drawings, the Contractor shall make his own investigation of available roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of materials and equipment to the site. The Contractor shall investigate the availability of railroad sidings, and shall make all arrangements for use of any sidings for the delivery of any materials and equipment to be used on the work.

1.5.4 Maritime Traffic

Marine traffic in the project area consists of Naval, cruise ships, commercial, pleasure, and small recreational vessels of all types and sizes which can be accommodated by existing depths.

1.5.5 Obstruction of Channel

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

1.6 LAYOUT OF WORK

Read this paragraph in conjunction with the Clause LAYOUT OF WORK (FAR 52.236-17) of Section 00700 CONTRACT CLAUSES.

1.6.1 Established Monuments

The Government has established monuments, control data and elevations for the work site(s) as indicated on the contract drawings. Control monument descriptions are in Section 00330 CONTROL MONUMENT DESCRIPTIONS.

1.6.2 Layout

From the monuments, control data and elevations established by the Government, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

1.6.3 Survey

The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the monuments, control data and elevations established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

1.7 DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in Clause PERMITS AND RESPONSIBILITIES of Section 00700 CONTRACT CLAUSES. However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, or tornado, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to Clause CHANGES of Section 00700 CONTRACT CLAUSES will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the

satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.8 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.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the LINE ITEMS AND PRICING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum 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 which separate payment is not otherwise provided.

1.1.1 Mobilization and Demobilization (Line Item 0001 and 0008)

a. Payment will be made for costs associated with or incidental to mobilization and demobilization and establishment of initial project management and coordination. See Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION of Section 00700 CONTRACT CLAUSES and Section 01310 ADMINISTRATIVE PROCEDURES.

1.1.2 Endangered Species Monitoring (Line Item 000~~6~~6 and 0013)

Payment will be made for costs associated with or incidental to endangered species monitoring. See Section 01355 ENVIRONMENTAL PROTECTION and Section 02325 DREDGING.

1.1.3 Award Fee (Line Item 0007 and 0014)

See Section 00800A WAGE DETERMINATIONS AND OTHER ATTACHMENTS.

~~1.1.3 Turbidity Monitoring (Line Item 0005)~~

~~Payment will be made for costs associated with or incidental to obtaining, analyzing, and reporting the results of monitoring for turbidity. See Section 01411 TURBIDITY AND DISPOSAL MONITORING.~~

1.2 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.

1.2.1 Excavation, Unclassified, Acceptance Section 1 thru 9 (Estimated Quantity) (Line Item 0002 and 0009)

1.2.1.1 Payment

a. Payment will be made for costs associated with or incidental to design and construction of disposal facilities, excavation, transportation, and disposal of materials; providing and maintaining access to the work site(s) and disposal area(s); ~~removal of utility cable;~~ noise control; debris removal; installation, operation or maintenance of the electronic tracking system for surveillance of all dredging and disposal activities~~; and, monitoring sea turtles~~. See Section 02325 DREDGING.

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.

1.2.1.2 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 3 weeks 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.

1.2.1.3 Unit of Measure

Cubic yard.

1.2.2 Excavation, Loose Sediment, Acceptance Section 10A, 11A, 12A, 13A, 14A, and 15A (Estimated Quantity)(Line Item 0003 and 0010)

1.2.2.1 Payment

a. Payment will be made for costs associated with or incidental to design and construction of disposal facilities, excavation, transportation, and disposal of materials; providing and maintaining access to the work site(s) and disposal area(s); ~~removal of utility cable;~~ noise control; debris removal; installation, operation or maintenance of the electronic tracking system for surveillance of all dredging and disposal activities~~; and, monitoring sea turtles~~. See Section 02325 DREDGING.

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.

d. In the event that the Contractor chooses to dredge any or all of the acceptance sections 10(A&B), 11(A&B), 12(A&B), 13(A&B), 14(A&B) and 15(A&B), in one pass, payment will be based on the total pay yardage as described below in the paragrapg entitled "Measurement". The breakout of Loose Sediment vs. In-situ Rock will be made according to the ratio of Loose Sediment and In-situ Rock for each acceptance section, 10(A&B) through 15(A&B), listed in the table of estimated dredging quantitiesshown on plan sheet 1/2.

1.2.2.2 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 3 weeks 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.

1.2.2.3 Unit of Measure

Cubic yard.

1.2.3 Excavation, In-Situ Rock, Acceptance Section 10B, 11B, 12B, 13B, 14B, and 15B (Estimated Quantity) (Line Item 0004 and 0011)

1.2.3.1 Payment

a. Payment will be made for costs associated with or incidental to design and construction of disposal facilities, excavation, transportation, and disposal of materials; providing and maintaining access to the work site(s) and disposal area(s); removal of utility cable; noise control; debris removal; installation, operation or maintenance of the electronic tracking system for surveillance of all dredging and disposal activities; and, monitoring sea turtles. See Section 02325 DREDGING.

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.

1.2.3.2 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 3 weeks 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.

1.2.3.3 Unit of Measure

Cubic yard.

1.2.4 Contracting Officer Directed Work Site (Line item 0005 and 0012)

1.2.4.1 Payment

Payment will be made for costs associated with relocation of dredging operations as directed by the Contracting Officer. See Section 02325.

1.2.4.2 Measurement

Measurement will be according to the total number of events during the life of the contract.

1.2.4.3 Unit of Measure

Each

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01310

ADMINISTRATIVE PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

Manage project and coordinate activities of own employees, subcontractors, suppliers and offsite fabricators. Contractor shall use computers, E-mail, and Internet resources for administrative work. Notify Contracting Officer of important meetings, schedule events and activities. Furnish labor and materials and equipment required to plan and execute project management functions and coordination. Coordinate activities and manage resources to construct project conforming to contract, on time and within budget. Related Sections are 01321 CONSTRUCTION PROGRESS DOCUMENTATION; and, 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Transmit submittal items in accordance with Section 01330 SUBMITTAL PROCEDURES. Bring following administrative submittal items to Preconstruction Conference:

SD-01 Preconstruction Submittals

List of Subcontractors

Documentation of compliance with Clauses SUBCONTRACTS (LABOR STANDARDS) and LIMITATIONS ON SUBCONTRACTING of Section 00700 CONTRACT CLAUSES, and, if included, paragraph LIMITATIONS ON SUBSTITUTIONS FOR CERTAIN POSITIONS AND/OR SUBCONTRACTORS of Section 00800 SPECIAL REQUIREMENTS. Submit a list of proposed subcontractors with company name, person to contact, street address, mail address, phone number, type of specialty and estimated subcontract quote.

Signature Authority

Furnish a power of attorney or a notarized letter of authority from Contractor identifying local representatives authorized to sign contract documents.

Drug-Free Work Place Record

Documentation of compliance with Clause DRUG-FREE WORKPLACE of Section 00700 CONTRACT CLAUSES (see subparagraphs (b)(1) through

(b)(7)).

1.3 PROJECT COORDINATION

1.3.1 Resident Management System (RMS)

Contractor shall use Corps of Engineers' Resident Management System, referred to as Quality Control System (QCS), for construction information management. See Section 01312 QUALITY CONTROL SYSTEM (QCS).

1.3.2 Coordination with Other Contracts

1.3.2.1 Work by Others

During the construction period, work will be conducted by others in the vicinity of the project work area. This work by others will be for informational purposes and will include water quality monitoring, environmental resource monitoring, etc. The contractor shall coordinate his work with the work conducted by others to the extent that his daily production is not impacted. Any delays or conflicts associated with such coordination of work shall be reported to the Contracting Officer for resoultion.

1.4 PROJECT MEETINGS

Contracting Officer requires following types of project meetings:

- -- Preconstruction Conference
- -- Partnering Meeting
- -- Partnering Regroup Meetings
- -- Coordination Meeting
- -- Preparatory and Initial Phase meeting for each feature of work
- -- Project Progress Meetings

Project meetings are described in detail in subparts below.

1.5 PRECONSTRUCTION CONFERENCE

Contracting Officer will conduct a Preconstruction Conference for this project in accordance with Clause PRECONSTRUCTION CONFERENCE of Section 00700 CONTRACT CLAUSES. Preconstruction Conference will be after Notice of Award (NOA) but prior to Notice to Proceed (NTP). (Refer to subparagraph "Preconstruction Conference Submittals" below.) Contracting Officer will notify Contractor of time, place, and agenda. Contractor shall notify key subcontractors and suppliers to attend. Contracting Officer will discuss contract "ground rules" and general issues including:

- -- Lines of Contracting Officer authority
- -- Lines of Contractor authority
- -- 00700 Contract Clauses
- -- 00800 Special Contract Requirements
- -- Contract Administration
- -- Progress Payment
- -- Correspondence Procedures

-- Project Schedule
-- Submittal Register
-- Labor requirements
-- General Site Safety

1.5.1 Preconstruction Conference Minutes

Contracting Officer will take detailed minutes of Preconstruction Conference discussions and may use an audio or video tape. Copies of typed minutes will be provided to the Contractor to review for accuracy, sign and return. Signed minutes become part of the contract file. Audio or video tapes if used will be made available for Contractor to review or copy at Area Office.

1.5.2 Preconstruction Conference Submittals

The timing of submission of submittals and completion of the Preconstruction Conference is intended to allow the Contractor and the Government adequate time to prepare for commencement of work. However, should the Contractor fail to submit required items within the times stated, the Contracting Officer may issue NTP prior to receipt of submittals and prior to the Preconstruction Conference. If NTP is issued prior to the Contractor's compliance with submittal requirements and prior to the Preconstruction Conference, the Contractor will not be permitted to commence work until these requirements have been satisfied. Any delays attributable to the Contractor's failure to comply with these pre-work requirements shall be at the Contractor's expense and may be cause for remedial action by the Contracting Officer. Submittals required by this Section are described in paragraph SUBMITTALS above.

1.5.2.1 Other Division 01 Submittals

In addition to the above, bring listed Division 01 submittals in draft form to Preconstruction Conference:

-- Construction Schedule - See Section 01321 CONSTRUCTION PROGRESS DOCUMENTATION
-- Submittal Register - See Section 01330 SUBMITTAL PROCEDURES
-- Environmental Protection Plan - See Section 01355 ENVIRONMENTAL PROTECTION
-- Quality Control Plan - See Section 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL
-- Temporary Facilities Plan - See Section 01500 TEMPORARY CONSTRUCTION FACILITIES

Contracting Officer reviews submitted draft plans to prepare Coordination Meeting agenda and understand Contractor procedures.

1.5.2.2 Divisions 02 through 16 Submittals

In addition to the above, bring submittal items for materials, workmanship, plans or events required early in project schedule which are ready for transmittal to Contracting Officer. Prepare transmittal of submittal items in accordance with Section 01330 SUBMITTAL PROCEDURES.

1.6 PARTNERING

Contracting Officer wants to have a bilateral project partnership with Contractor that draws on strengths of both organizations to identify and achieve common goals. Typical partnering goals include:

- -- Effective and efficient contract performance
- -- Project completion on time and within budget
- -- Construction completed according to plans and specifications
- -- Development of cooperative management teams
- -- Project success with customer (stakeholders) satisfaction
- -- Improved Project communication

1.6.1 Initial Partnering Meeting

Contractor, key subcontractors and suppliers shall attend a one-day project "Partnering Meeting". The Partnering Meeting is a project team building workshop facilitated by trained persons. Contracting Officer attendees and invited persons may include:

Administrative Contracting Officer Representative (Area Engineer)
Construction Quality Assurance Representatives
Jacksonville District - Construction Branch persons
Jacksonville District - Engineering Division Project Engineer
Local Sponsor (Owner) - U.S. Navy Personnel
Stakeholder - Florida Keys National Marine Sanctuary (FKNMS) Personnel

Goal of initial Partnering Meeting is to build trust, identify common goals, and understand individual project members expectations and organizational values. Usual results include better communication between contract parties, shortened project learning curve and a cohesive two party contract partnership. Participants usually sign a voluntary partnering agreement generally describing mutual obligation to cooperate to achieve project goals and maintain effective communication. Contracting Officer will pay costs for workshop site rental and facilitator fees.

1.6.2 Partnering Regroups

After initial Partnering Meeting participation will be voluntary in accordance with a signed Partnering Agreement. After initial Partnering Workshop, costs will be agreed to by both partners and split shared equally, without changing contract price. Partnering Agreements include provisions for Contracting Officer and Contractor to request "Partnering Regroups" when needed. A "Partnering Regroup" is usually a short (4 hours - 1 day) informal partnering session where senior level Contractor and Contracting Officer project members and other interested parties review project issues of concern. Issues of conflict are reviewed, attempt to affirm common project goals and understand concerns of other partner.

1.7 NOTICE TO PROCEED

Notice to proceed (NTP) will be issued shortly after completion of the preconstruction conference. If the Contractor has failed to submit

specified plans, including, but not limited to, Accident Prevention Plan - Section 01525 GENERAL SAFETY REQUIREMENTS, Quality Control Plan - Section 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL, and Environmental Protection Plan - Section 01355 ENVIRONMENTAL PROTECTION, or has not yet received the Contracting Officer's conditional approval to work under an interim plan, the Contractor shall not proceed with the work and shall consider the work to be suspended in accordance with the Suspension Of Work clause of the contract. While the Contractor is working under a conditionally accepted interim plan, funds may be retained from progress payments in accordance with the Payments Under Fixed-Price Construction Contracts clause of this contract until such time as the Contractor submits an acceptable plan. If the Contractor does not submit an acceptable plan within a reasonable time, as determined by the Contracting Officer, the Contracting Officer may order the Contractor to suspend work. Any suspension order issued for the Contractor's failure to submit an acceptable plan will not constitute unreasonable delay under the Suspension Of Work clause and the Contractor will not be entitled to an equitable adjustment of either performance period or contract price.

1.8 COORDINATION MEETING

Coordination Meeting is scheduled, convened and conducted by Contracting Officer after a Preconstruction Conference and prior to starting physical construction. Draft plans submitted after NOA (i.e., Quality Control Plan, Environmental Protection Plan and Accident Prevention Program) will have been reviewed. Coordination Meeting is primarily for on-site Contractor Quality Control staff, including subcontractor and supplier employees performing quality control, to meet and discuss the project in detail with Contracting Officer's Quality Assurance Representatives. Purposes of Coordination Meeting are:

-- Achieve mutual understanding with Contractor of required Quality Control
-- Jointly review submitted draft plans; resolve issues of concern
-- Discuss project plans and specifications, schedule, documentation
-- Establish a good working relationship between the Contractors Quality Control Staff and Quality Assurance Representatives

1.9 PROGRESS MEETINGS

Schedule, convene and preside over progress meetings as required. As project activities increase ("ramp up"), a minimum of one progress meeting per week is typical of a project of this scope. Convene additional meetings as required, or when requested by Contracting Officer. Notify persons needed to be present to discuss agenda issues. Contracting Officer may direct attendance by key Contractor suppliers, or fabricators as needed. A sample meeting agenda is provided in paragraph GENERAL MEETING REQUIREMENTS below.

1.9.1 Progress Meeting Participants

Typical participants include:

-- Contracting Officer or Contracting Officer's Representative

-- Contractor's Site Superintendent
-- Contractor's Quality Control Manager
-- Contractor's Safety Coordinator
-- Subcontractors, as appropriate to the agenda
-- Suppliers, as appropriate to the agenda
-- Others as appropriate to the agenda

1.10 ALTERNATE DISPUTE RESOLUTION (ADR)

Contracting Officer wants disputes resolved in a timely, professional, and non-adversarial manner. ADR is a voluntary, non-binding procedure available for use in this contract. ADR combines business administration methods of issue clarification and problem solving techniques. ADR is used in place of formal dispute resolution procedures to promote and maintain amicable working relationships.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL MEETING REQUIREMENTS

See Section 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL for Preparatory and Initial Phase meeting checklists. Contractor is responsible for phase and progress meetings to include:

Meeting notification to participants
Prepare agenda for meetings
Use phase checklists for Preparatory and Initial Phase meetings
Physical arrangements for meetings
Preside at meetings
Record minutes recording proceedings and decisions
Copy and send minutes to:
  Meeting participants
  Project parties affected by decisions
  Contracting Officer (No later than 3 working days)

3.2 PROGRESS MEETING AGENDA

Modify agenda as needed for on-going work.

Review minutes from previous progress meetings
Review work progress since previous meeting
Review current definable features of work:
  -- Identify phases of current features of work
  -- Identify pending phase changes
  -- Identify features for discussion in next scheduled meeting
Discuss problem prevention:
  -- Field observations
  -- Deficiencies and tracking
  -- Procedures working well
  -- Problems, conflicts
  -- Methods to improve
Review construction schedule:

-- Identify delays
-- Discuss proposed corrective actions to regain schedule
Submittals and Requests for Information (design interpretation):
-- Review submittal register
-- Identify submittals to expedite as required
Review off-site activities:
-- Fabrications
-- Material and equipment delivery schedule
Review Testing:
-- Type, Schedule
-- Received Results
Review changes to construction schedule:
-- Planned progress during succeeding work period
-- Coordination of various schedules
-- Effect of changes on construction and completion date
Review site safety
Discuss maintaining contract quality for materials and workmanship
Discuss pending modifications, changes and substitutions
Discuss other business, as appropriate

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SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

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

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Clauses SCHEDULES FOR CONSTRUCTION CONTRACTS and PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS of Section 00700 CONTRACT CLAUSES; and, Sections 01321 CONSTRUCTION PROGRESS DOCUMENTATION, 01330 SUBMITTAL PROCEDURES, and 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

PART 2 PRODUCTS

2.1 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. Prior to the Preconstruction Conference, the

Contractor shall be responsible to download, install and use the latest version of the QCS software located on the following Internet web site: http://winrms.usace.army.mil/contractor's.htm. Upon specific justification and request by the Contractor, the Government can provide QCS on CD-ROM. Any program updates of QCS will be made available to the Contractor via the web site shown above as they become available. For assistance in installing QCS Program, the Contractor shall contact the RMS Support Center at the phone number provided at http://winrms.usace.army.mil.

2.2 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

2.2.1 Hardware

a. IBM-compatible PC with 200 MHz Pentium or higher processor
b. 32+ MB RAM
c. 4 GB hard drive disk space for sole use by the RMS-QC system
d. 3-1/2 inch high-density floppy drive
e. Compact disk (CD) Reader
f. Color monitor
g. Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory
h. Connection to the Internet, minimum 56 BPS

2.2.2 Software

a. MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)
b. Word Processing software compatible with MS Word 97 or newer
c. Internet browser
d. The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract
e. Electronic mail (E-mail) compatible with MS Outlook

PART 3 EXECUTION

3.1 RELATED INFORMATION

3.1.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Internet web site shown in paragraph QCS SOFTWARE above. In case of justifiable difficulties, the Government can provide the Contractor with a CD-ROM containing these instructions.

3.1.2 Contractor Quality Control (CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

3.2 CONTRACT DATABASE

At the Preconstruction Conference, the Government shall provide the Contractor with a Government exported RMS data file with basic contract award data to use for QCS. This Government exported RMS data file shall be imported into QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

3.3 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

3.3.1 Administration

3.3.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days after the Preconstruction Conference, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

3.3.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 7 calendar days after the Preconstruction Conference, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

3.3.1.3 Correspondence

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

3.3.1.4 Requests for Information

QCS includes a means for the Contractor to enter, log, and transmit requests for information (RFI) to the Government. RFIs can be exchanged electronically using the import/export functions of QCS. The Contractor shall also provide the Government with a signed, printed copy of each RFI.

All RFIs from the Contractor to the Government shall have the prefix "RFI" and shall be numbered sequentially beginning with RFI-0001.

3.3.1.5 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

3.3.1.6 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

3.3.2 Finances

3.3.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

3.3.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

3.3.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL. Within 7 calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule,

pay activities, features of work, submittal register, QC requirements, and equipment list.

3.3.3.1 Daily Contractor Quality Control (CQC) Reports

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

3.3.3.2 Deficiency Tracking

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

3.3.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

3.3.3.4 Accident/Safety Tracking

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports; e.g., ENG Form 3394 and OSHA Form 200.

3.3.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" above) will only be linked to a single feature of work.

3.3.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing,

transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

3.3.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns as described in Section 01330 SUBMITTAL PROCEDURES. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

3.3.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Clause SCHEDULES FOR CONSTRUCTION CONTRACTS of Section 00700 CONTRACT CLAUSES and Section 01321 CONSTRUCTION PROGRESS DOCUMENTATION, as applicable. This schedule shall be input and maintained in the QCS database manually. The updated schedule data shall be included with each pay request submitted by the Contractor.

3.3.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

3.4 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

3.5 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

3.5.1 File Medium

The Contractor shall submit required data on 3-1/2" double-sided

high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

3.5.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, project name, project location, data date, name and telephone number of person responsible for the data.

3.5.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

3.6 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update, submittal register update, and progress payment request. As required in Clause PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS of Section 00700 CONTRACT CLAUSES, at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

3.7 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

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SECTION 01321

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 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

Construction Schedule; G|COR

1.2 CONSTRUCTION SCHEDULE

Within 21 days after receipt of the Notice of Award, prepare and submit to the Contracting Officer for approval a construction schedule in the form of a progress chart in accordance with the terms in Clause SCHDULES FOR CONSTRUCTION CONTRACTS of Section 00700 CONTRACT CLAUSES, except as modified in this contract. The Contractor shall indicate on the progress chart the bid items contained in the contract, showing the amount of the item and its relative weighted percentage of the total contract. The Contractor may separate features of work under each item to show salient work elements such as procurement of materials, plant and equipment, and supplemental work elements such as excavation, reinforcing steel, backfill, etc. These salient features shall total to the cost and weighted percentages shown for the major bid item. When quantity variations impact the weighted percentage of a separate item by five percent or more, the Contractor shall revise the contract progress charts to accurately reflect the impact of such variations. Sample Construction Schedule (ENG Form 2454) is on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below.

1.3 UPDATED SCHEDULES

Update the construction schedule at monthly intervals or when schedule has been revised. Reflect any changes occurring since the last update.

1.4 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.

PART 2 PRODUCTS (NOT APPLICABLE)

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Terminology

Submittals are items for Contractor quality control review and Contracting Officer quality documentation (For Information Only -- "FIO") or quality assurance review and approval (Government -- "G"). Contract contains a submittal register (SUBMITTAL FORM, Jan 96) to be used by Contractor to identify, schedule and track submittal items. Submittal Register is a scheduling device that is dynamic and constantly updated. A transmittal is a contract correspondence action using contract transmittal form (ENG Form 4025) that sends submittal items to Contracting Officer and back to Contractor. A copy of ENG Form 4025 is on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. ENG Form 4025 is used by both Contractor and Contracting Officer to record submittal item routing and record submittal review and action coding. Submittal Register and ENG Form 4025 work together for submittal information.

1.1.2 Government-Furnished Information

Appended to the end of this Section is a Submittal Register listing items of products, equipment, materials and procedures for submittals as required by contract. Contractor will also be furnished an electronic data file after Notice of Award with the following columns completed:

Column (c) -- "SPEC. SECT.": Lists specification section numbers in which submittal is required.

Column (d) -- "DESCRIPTION - ITEM SUBMITTED": Lists each submittal description (SD No. and type; e.g., SD-04 Drawings) required in each specification section.

Column (e) -- "PARAGRAPH #": Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in Column (e) as limiting project submittal requirements.

Column (f) -- "CLASSIFICATION GOVT OR A/E REVWR": Indicates reviewer for each submittal. Approving authority for all submittals remains the Contracting Officer. A "G" indicates approval by Contracting Officer and may include a review by Design A/E contracted to the Contracting Officer. A designation following the "G" identifies the office that

will review the submittal for the Contracting Officer. Submittal designation codes identifying the office that will review the submittal for the Contracting Officer are identified as follows:

COR -- Construction-Operations Area/Resident/Project Engineer (Contracting Officer's Representative)
ED -- Engineering Division (CESAJ-EN)
EDL -- Levees & Waterways Section (EN-DL)
EDM -- Mechanical & Eletrical Section (EN-DM)
EDS -- Structures Section (EN-DS)
EDT -- Survey Section (EN-DT)
EGE -- Environmental & HTRW Section (EN-GE)
EGG -- Geology & Exploration Section (EN-GG)
EGS -- Soils Section (EN-GS)
A/E -- Architect Engineer Contractor providing engineering during construction
PD -- Planning Division (CESAJ-PD)
SO -- Safety Office (CESAJ-SO)

1.1.2.1 Software and Forms

Contractor has option to use a submittal register computer file or a manual submittal register. Contractor may use Government submittal register spreadsheet file or may use a Contractor-furnished commercially available construction management software to manage the submittals. Provide Contracting Officer a licensed copy of this software and submittal register file when used. Contractor may use a manual submittal register. Government submittal register spreadsheet and form ".pdf" file are available for Contractor use at Jacksonville District Construction Branch web site:
http://www.saj.usace.army.mil/conops/construction/construction_forms.

1.2 SUBMITTALS

Submit the following in accordance with the requirements of this Section:

SD-01 Preconstruction Submittals

Submittal Register; G|COR

Within 30 calendar days after the Preconstruction Conference, submit a proposed submittal register with data filled in for the following: Column (a) -- "ACTIVITY NO."; Column (h) -- "APPROVAL NEEDED BY"; and, Column (i) -- "MATERIAL NEEDED BY".

1.3 DEFINITIONS

1.3.1 Submittal

Shop drawings, product data, samples, and administrative submittals presented for review and approval. The following Clauses MATERIAL AND WORKMANSHIP, paragraph (b) and SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, paragraphs (d), (e), and (f) of Section 00700 CONTRACT CLAUSES apply to all "submittals".

1.3.2 Types of Submittals

All submittals are classified with a SD number and Title as indicated in paragraph SUBMITTAL IDENTIFICATION (SD) below. Submittals also are grouped as follows:

a. Shop drawings: As used in this Section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by Contractor or through Contractor by way of subcontractor, manufacturer, supplier, distributor, or other lower tier Contractor, to illustrate portion of work.

b. Product data: Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate portion of work but not prepared exclusively for this contract.

c. Samples: Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to portion of work, illustrating portion of work or establishing standards for evaluating appearance of finished work or both.

d. Administrative submittals: Data presented for reviews and approval to ensure that administrative requirements of project are adequately met but not to ensure directly that work is in accordance with design concept and in compliance with contract.

1.3.3 Approving Authority

Contractor Quality Control (CQC) System Manager shall be approving authority for "FIO" submittals. Contracting Officer's Representative, usually Area/Resident/Project Engineer, is Contracting Officer's approving authority. Jacksonville District employees, contracted Architect-Engineers, or employees from other USACE Districts who may review "G" submittal items and provide action codes act in capacity of technical advisors to Contracting Officer's Representative.

1.3.4 Work

As used in this Section, on- and off-site construction required by contract documents, including labor necessary to produce construction and materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.3.5 Streamlined "G" Submittals

A Jacksonville District submittal procedure where the Government review approval process is streamlined for high priority "G" submittals to prevent delay. Concurrent with processing and handling of paper copies of submittals, a lesser number of copies of the submittal item may be overnight mailed, faxed, or scanned and sent via E-mail. Reviewer comments and recommended submittal review codes are E-mailed from reviewers to

Contracting Officer.

1.3.6 Request for Information (RFI) Submittals

RFIs are Contractor inquiries for clarification of contract documents and are not considered submittals. Contractor proposed methods to control RFIs shall be described as part of Contractor's Quality Control Plan. Refer to Section 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL.

1.4 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

Administrative submittals, after Notice of Award and prior to Preconstruction Conference -- Refer to Sections 01310 ADMINISTRATIVE PROCEDURES; 01321 CONSTRUCTION PROGRESS DOCUMENTATION; 01355 ENVIRONMENTAL PROTECTION; and, 01500 TEMPORARY CONSTRUCTION FACILITIES;.

Administrative submittals during construction; i.e., public notices, detailed work plans, etc.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving

colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accordance with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily checklists.

Final acceptance test and operational test procedure.

SD-07 Certificates

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

Data, records, reports from Contractor documenting the construction, production, or regulatory compliance.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data intended to be incorporated in operations and maintenance manuals.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

As-built drawings.

Special warranties.

Posted operating instructions.

Training plan.

1.5 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.5.1 Government Approved "G"

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION of Section 00700 CONTRACT CLAUSES, they are considered to be "shop drawings." Government approval submittal items are designated with a "G".

1.5.2 Information Only

All submittals not requiring Government approval will be for "FIO". They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above. "FIO" submittals are used as documentation of contract compliance. "FIO" submittals transmitted to Contracting Officer will be "spot checked" for contract compliance and coded "F -- Receipt acknowledged" or "FX -- Receipt acknowledged, does not comply as noted with contract requirements" (see instructions on the back of ENG Form 4025).

Retransmit submittal items coded "FX" for Government approval "G" submittal item. Order products or materials from fabricators or suppliers after an information only submittal has received an "F" code.

1.6 APPROVED SUBMITTALS

Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.7 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Clause CHANGES of Section 00700 CONTRACT CLAUSES shall be given promptly to the Contracting Officer.

1.8 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

Contractor shall furnish submittals required by contract and transmit them to the Contracting Officer using ENG Form 4025 as contract transmittal form. Transmit all submittals to:

U.S. Army Corps of Engineers
(Ph 561.626.5299)
South Florida Area Office
(Fax 561.626.3438)
4400 PGA Blvd - Suite 203
Palm Beach Gardens, FL 33410

Contracting Officer may request additional submittal items when necessary to describe work covered in respective contract sections. Units of weights and measures used on submittal items shall be the same as those used in the contract drawings. Each submittal item shall be identified with contract number, stamped, signed, and dated by the CQC System Manager (see paragraph

CONTRACTOR REVIEW STAMP below). Each submittal shall be complete and in sufficient detail to allow reviewer determination of contract compliance. Prior to transmitting submittal items to Contracting Officer, Contractor's Quality Control (CQC) System Manager shall review, provide appropriate code and certify listed submittal items meet contract or are a requested variation. Submittal items requiring Government approval "G" shall be scheduled and approved (Contracting Officer's action code of "A" or "B") prior to acquisition of material or equipment covered thereby. Samples remaining upon completion of work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER

At the end of this section is a Submittal Register listing items of equipment and materials for which submittals are required by the contract. Contractor will also be given an electronic data file as specified in subparagraph "Government-Furnished Information" above. Upon receiving contract, including submittal register and data file, Contractor shall complete columns (a), (g), (h), and (i) and submit for Government approval. This list may not be all inclusive and submittal items found during Contractor's preconstruction review shall be added. Contractor shall maintain project submittal register up-to-date. Submit an updated copy to the Contracting Officer with each pay request. Maintain project submittal register using QCS in accordance with Section 01312 QUALITY CONTROL SYSTEM (QCS).

3.2.1 Instructions for Completing Submittal Register (SUBMITTAL FORM, JAN 96)

Contractor to complete Columns (a), (b), and (g) through (r):

Column (a) -- "ACTIVITY NO.": Assign an event number and show on Critical Path Method (CPM) schedule; or identify "submittal item" with a control number for use in ENG Form 4025 column (a). Using a numbering system allowing for additions (e.g., 005, 010, 015) is useful.

Column (b) -- "TRANSMITTAL NO.": Transmittal number should match ENG Form 4025 transmittal number used to transmit submittal item to Contracting Officer.

Column (g) -- "SUBMIT": Contractor scheduled date for transmitting submittal item to Contracting Officer.

Column (h) -- "APPROVAL NEEDED BY": Planned date for needed Contracting Officer review actions to prevent delay.

(For "G" submittal items, "A" or "B" action codes are required. For "FIO" submittal items, "F" code is required. Initially schedule Column (h) dates allowing float for disapproved submittal items and retransmittal for review (approximately 45-60 days).

Column (i) -- "MATERIAL NEEDED BY": Date material is needed for use at the project site.

Column (j) -- "ACTION CODE": Contractor's Quality Control reviewer code from list of action codes. See subparagraph "ENG Form 4025 Reviewer Action Codes" below.

Column (k) -- "DATE OF ACTION": Date of QC review and signing certification on ENG Form 4025.

Column (l) -- "DATE FWD TO APPR AUTH/DATE RCD FROM CONTR": Date submittal item transmitted to Contracting Officer.

Columns (m) -- "DATE FWD TO OTHER REVIEWER";
(n) -- "DATE RCD FROM OTHER REVIEWER";
(o) -- "ACTION CODE";
(p) -- "DATE OF ACTION"; and,
(q) -- "MAILED TO CONTR/DATE RCD FROM APPR AUTH": Record dates and action codes as shown on ENG Form 4025 received back from Contracting Officer.

Column (r) -- "REMARKS": Used by Contractor or Contracting Officer as needed. Ensure submittal items transmitted as variations are identified in column (r).

3.2.2 Personal Computer or Manual Submittal Registers

Prepare submittal register and maintain it current as work progresses. Contractor may find using color codes (i.e., "green" - accepted; "yellow" - pending; "red" - rejected) for tracking submittal status useful. Contractor has option to use a personal computer based submittal register or a manual submittal register. At Jacksonville District Internet site, http://www.saj.usace.army.mil/conops/construction/construction_forms.htm there is a computer file (Microsoft Excel(TM)), available for Contractor download and use. Contractor may furnish his own commercial software having a Submittal Register. If Contractor selects a commercial software, furnish a licensed copy for use by Contracting Officer. In place of a computer file Submittal Register, Contractor has an option to use a manual Submittal Register. When manual Submittal Register is used, all entries shall be in pencil.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for Government "G" review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 10 calendar days shall be allowed and shown on the register for review and approval of "G" submittals requiring extra review time as noted (e.g., A/E or review from other Corps District).

3.3.1 Avoiding Delay

Contracting Officer wants to avoid project delays due to late transmittal of a "G" submittal item or untimely Contracting Officer review. When Contractor identifies possible construction delays due to a submittal, notify the Contacting Officer immediately.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025), on the web site indicated in the paragraph CONSTRUCTION FORMS AND DETAILS below, shall be used for submitting both Government approved "G" and "FIO" submittal items. A ENG Form 4025 computer file in versions of Microsoft Word(tm) .doc file and Adobe Acrobat(tm) .pdf file are available for Contractor downloading and contract use at:
http://www.saj.usace.army.mil/conops/construction/construction_forms.htm.
If Submittal Register is to be done manually, ENG Form 4025 will be furnished to Contractor upon request. ENG Form 4025 is included in the QCS software that the Contractor is required to use for this contract.

3.4.1 ENG Form 4025 Reviewer Action Codes

Contractor shall use action codes to document submittal item review of shop drawings, materials and product received from subcontractors, suppliers and fabricators. Contracting Officer will use same codes for his review. Action codes for contract use are:

A -- Approved as submitted.
B -- Approved, except as noted on drawings. (Make minor corrections; resubmission not required.)
C -- Approved, except as noted on drawings. (Refer to review comments for required corrections; resubmission is required.)
D -- Will be returned by separate correspondence with detailed comments. Resubmittal is required.
E -- Disapproved; resubmittal required.
F -- Receipt acknowledged (for Government use for "FIO" items).
FX -- Receipt acknowledged, does not comply with contract; resubmittal required as "G" submittal item.
G -- Other (Reviewer shall specify the action in detail).

Contractor shall enter appropriate action code in ENG Form 4025 Column (g) -- "FOR CONTRACTOR USE CODE" and Submittal Register Column (j) -- "CONTRACTOR ACTION - ACTION CODE".

Contracting Officer will enter "G" submittal item reviewer action code in ENG Form 4025 Column (i) -- "FOR CE USE CODE".

Contractor will enter review codes received from Contracting Officer in Submittal Register Column (o) -- "APPROVING AUTHORITY - ACTION CODE".

Approval action codes of "F", "A", and "B" given to submittal items by Contracting Officer does not relieve Contractor from complying with contract requirements. Contracting Officer reserves right to rescind inadvertent submittal item approvals that do not comply with contract.

3.4.2 ENG Form 4025 Transmittal Instructions

Attach a copy of ENG Form 4025 to each copy of a set of submittal items transmitted to Contracting Officer. Instructions located on the reverse side of ENG Form 4025, May 91 are obsolete. Revised instructions for Jacksonville District use are listed below. This revision describes ENG Form 4025 use with Submittal Register "SUBMITTAL FORM, Jan 96" used by other Government agencies.

REVISED ENG FORM 4025 INSTRUCTIONS:

1. Block -- "DATE": Enter the date transmitted to the Contracting Officer. Corresponds with Submittal Register Column (l) -- "DATE FWD TO APPR AUTH". For "G" submittals this date, plus actual mailing time, starts Contracting Officer review period.

2. Block -- "TRANSMITTAL NO.": A transmittal is an action that combines required submittal items from one Section (e.g., Section 02300 EARTHWORK) and transmits them from Contractor to Contracting Officer. ENG Form 4025 Transmittal Numbers shall be numbered consecutively and should be tracked as separate contract correspondence. Enter each ENG Form 4025 Transmittal Number in the Submittal Register Column (b -- "TRANSMITTAL NO.".

3. Blocks -- "TO", "FROM", and "CONTRACT NUMBER": Self-explanatory.

4. Block -- "CHECK ONE":

THIS IS A NEW TRANSMITTAL -- Self-explanatory.
THIS IS A RESUBMITTAL OF TRANSMITTAL _____.

When a submittal item has been coded "C", "D", "E", "FX", "G" insert the original Transmittal No. (This helps reviewers locate submittal items from contract files for comparison to original submittal.)

5. Block -- "SPECIFICATION SEC. NO.": Enter the five digit Section number from Submittal Register Column (c) -- "SPEC SECT." where submittal items are required. Contractor shall organize transmittals so that all items sent under one transmittal number are from the same Section. When Contractor adds a submittal item called for in a drawing note, assign the specification Section number that most closely covers the work.

6. Column (a.) -- "ITEM NO.": Contractor has options to identify submittal item.

Contracting Officer has seen various successful systems to control submittal items. Contracting Officer recommends to assign a unique number to each submittal item that does not change. Assigning a unique number for each submittal item helps when computer interrelational databases or spreadsheets are used. Consider using a numbering system (e.g., 005, 010, 015, 020) that leaves spaces for additional submittal items.

7. Column (b.) -- "DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)": Enter a complete description of each submittal item being transmitted to the Contracting Officer.

Submittal Register and ENG Form 4025 are used together to identify, schedule and track all required items to be submitted for Contractor or Contracting Officer review. For some specification sections having many sub-component items for submittal, the entry in Submittal Register Column (d) -- "DESCRIPTION ITEM SUBMITTED" provided to Contractor has a general class of products. For example, Section 15110 VALVES, may have SD-03 Product Data - "Valves" listed for a submittal item. In example case, Contractor shall list and track each valve that requires a separate review and action code as a separate submittal item. This may require additional entries in both Submittal Register and assigning additional item numbers.

8. Column (c.) -- "MFG. OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO.": This entry requirement has been eliminated from use in Jacksonville District submittal procedures.

9. Column (d.) -- "NO. OF COPIES": Enter the number of copies transmitted to the Contracting Officer.

10. CONTRACT REFERENCE DOCUMENT:

Column (e.) -- "SPEC. PARA. NO.": Enter the Section subpart number that specified each submittal item. Most of these are provided by Contracting Officer on Submittal Register Column (e) -- "PARAGRAPH #"; however, during Contractor preconstruction review there may be additional submittal items found in specification text; or,

Column (f.) -- "DRAWING SHEET NO.": Occasionally during Contractor's preconstruction review, Contractor may discover a drawing note that requires a submittal item to be added to the submittal register. Identify Drawing No. and alpha-numeric matrix zone designation where item is required for submittal (e.g., 6/2,H-2).

11. Column (g.) -- "FOR CONTRACTOR USE CODE": Enter action codes given by Contractor's approving authority (CQC System Manager) to items furnished by subcontractor, supplier, or fabricators for transmittal to Contracting Officer. Items coded other than "A" or "B" should be immediately returned to subcontractor, supplier, or fabricator and forwarded to Contracting Officer.

12. Column (h.) -- "VARIATION": Place an "X" when transmitting a submittal item that is a variation. Column (h.) is to be used only for submittal items that do not meet contract requirements, however, are being proposed for use as "variations" from contract requirements. Variations require Contracting Officer approval pursuant to Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION of Section 00700 CONTRACT

CLAUSES. Submittal items proposed as a variation become "G" submittals.

13. Column (i.) -- "FOR CE USE CODE": Leave Blank. This column is for use by Contracting Officer to provide action code to Contractor.

14. Block -- "REMARKS": Used by Contractor or Contracting Officer to provide additional information on transmitted submittal items. When Column (h.) has an "X", Contractor shall make a mandatory remark to note variation is submitted. ENG Form 4025 "REMARKS" block and attachments are used as needed to fully describe variations or Contracting Officer action codes.

15. Block -- "CERTIFICATION": Self-explanatory. Contractor's approving authority shall sign and certify transmittals sent to Contracting Officer. (For electronic versions, use "/S/ and name" to officially indicate paper version has been signed.

16. Block -- "SECTION II - APPROVAL ACTION": Reserved for Contracting Officer use.

3.5 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

3.5.1 Procedures

Transmit 10 copies of "G" submittal items and 5 copies of "FIO" submittals to Contracting Officer.

3.5.2 Variations

Variations are described in Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION of Section 00700 CONTRACT CLAUSES. Variations are Contractor proposed changes to contract quality for those submittal items identified and transmitted as variations. "FIO" submittal items become "G" submittal items for Government review and approval. Ensure ENG Form 4025 Column (h.) has an "X" and variation is described in writing in "REMARKS" block. Once approved by Contracting Officer, variations modify contract requirements. Approved variations may require adjustments to contract price for increased cost ("change order") or decreased costs ("Owner's credit") and construction period. Contracting Officer reserves right to rescind inadvertent approval of submittal items containing unnoted variations.

3.5.3 Construction Drawings

These drawings and necessary dates shall be listed on the Submittal Register as required by the specifications. The submission of construction drawings shall be as previously prescribed for shop drawings and transmittal forms. All construction drawings shall be prepared on sheets 28"x40" in size, unless otherwise approved, and shall have a clear space 3"x4" in size in the lower right hand corner just above the title in which the Contracting Officer may indicate the action taken. These drawings shall be complete and shall contain all required detailed information. If approved by the Contracting Officer, each copy of drawings will be

identified as having received such approval by being so stamped and dated. The Contractor shall make any corrections required by the Contracting Officer and shall resubmit the required number of prints or drawings for approval. Work shall not be started until all required drawings pertaining to the work have been approved. Two (2) copies of final approved drawings will be returned to the Contractor. The approval of drawings by the Contracting Officer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of responsibility for any error which may exist as the Contractor shall be responsible for the design of adequate protective facilities and satisfactory construction of all work.

3.6 CONTROL OF SUBMITTALS

Carefully control procurement operations to ensure that each submittal item is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register".

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, submittals will be identified as having received approval by being so stamped and dated. Five (5) copies of the submittal will be retained by the Contracting Officer and three (3) copies of the submittal will be returned to the Contractor. For streamlined "G" submittals, action coding and comment response are returned via a standard format E-mail to Contracting Officer's Representative for transmittal back to Contractor. Contractor shall attach a copy of Contracting Officer review action to the file copies of the submittal item.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for "FIO" are approved by Contractor. "FIO" submittals will be spot-checked by Contracting Officer for contract compliance. "FIO" submittal items are not usually returned and Contractor will be notified by Contracting Officer that they have received an "F" action code. Submittal items found not to comply with contract requirements will be given an action code of "FX" and returned to the Contractor. Contractor shall resubmit submittal items coded as "FX" for Government "G" approval. Government reserves right to require Contractor to resubmit items later found not to comply with contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by Contracting Officer laboratory or for check testing by Contracting Officer in those instances required by the contract.

3.9 CONTRACTOR REVIEW STAMP

Prior to transmitting a submittal to Contracting Officer, Contractor CQC System Manager shall stamp top sheet of each copy of a submittal item to certify that submittal item meets contract requirements. Stamp shall be similar to the following:

```
 ____________________________________________________________________
|                                                                    |
|          (CONTRACT NUMBER: DACW17-0X-C-0OXX)                       |
|                      ( Contractor NAME )                           |
|                                                                    |
|                                                                    |
|                                                                    |
| _____ "A" - Approved as Noted                                      |
|                                                                    |
|                                                                    |
| _____ "B" - Approved with corrections as noted on submittal item   |
|             or attached sheet(s)                                   |
|                                                                    |
|                                                                    |
|                                                                    |
| SIGNATURE:  ___________________________________________________    |
|                                                                    |
| TITLE:  _______________________________________________________    |
|                                                                    |
| DATE:  _______________________ PHONE: ________________________     |
|                                                                    |
|____________________________________________________________________|
```

3.10 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.

3.11 SUBMITTAL REGISTER

The Submittal Register is appended to the end of this section (see next page).

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Key West Dredging

CONTRACTOR

ACTIVITY NO (a)	TRANSMITTAL NO (b)	SPEC SECT (c)	DESCRIPTION ITEM SUBMITTED (d)	PARAGRAPH # (e)	CLASSIFICATION GOVT OR A/E REVWR (f)	CONTRACTOR: SCHEDULE DATES SUBMIT (g)	APPROVAL NEEDED BY (h)	MATERIAL NEEDED BY (i)	CONTRACTOR ACTION CODE (j)	DATE OF ACTION (k)	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR (l)	APPROVING AUTHORITY DATE FWD TO OTHER REVIEWER (m)	DATE RCD FROM OTH REVIEWER (n)	ACTION CODE (o)	DATE OF ACTION (p)	MAILED TO CONTR/ DATE RCD FRM APPR AUTH (q)	REMARKS (r)
		01310	SD-01 Preconstruction Submittals														
			List of Subcontractors														
			Signature Authority														
			Drug-Free Work Place Record														
		01321	SD-01 Preconstruction Submittals														
			Construction Schedule	1.2	G COR												
		01330	SD-01 Preconstruction Submittals														
			Submittal Register		G COR												
		01355	SD-01 Preconstruction Submittals														
			Environmental Protection Plan		G PD												
			SD-02 Shop Drawings														
			Turtle Deflector Device		G COR												
			SD-07 Certificates														
			Qualifications														
			Sea Turtle Trawling and														
			Relocation (For Hopper Dredges														
			Only) Permit														
			SD-11 Closeout Submittals														
			Logs/Final Summary Report														
			Project Environmental Summary														
			Sheet														
			Hopper Dredge(s) Recording														
			Chart(s)														
		01411	SD-03 Product Data														
			Calibration Standard														
			SD-06 Test Reports														

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Key West Dredging

CONTRACTOR

ACTIVITY NO (a)	TRANSMITTAL NO (b)	SPEC SECT (c)	DESCRIPTION ITEM SUBMITTED (d)	PARAGRAPH # (e)	CLASSIFICATION (f)	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES SUBMIT (g)	APPROVAL NEEDED BY (h)	MATERIAL NEEDED BY (i)	CONTRACTOR ACTION CODE (j)	DATE OF ACTION (k)	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR (l)	APPROVING AUTHORITY DATE FWD TO OTHER REVIEWER (m)	DATE RCD FROM OTH REVIEWER (n)	ACTION CODE (o)	DATE OF ACTION (p)	MAILED TO CONTR/ DATE RCD FRM APPR AUTH (q)	REMARKS (r)
		01411	Turbidity Monitoring															
		01452	SD-01 Preconstruction Submittals															
			Quality Control Plan		G COR													
			Personnel Qualifications		G COR													
			Letter of Authority															
		01500	SD-01 Preconstruction Submittals															
			Mobilization/Demobilization Plan															
			Security Plan															
			SD-02 Shop Drawings															
			Site Layout															
			Temporary Electric Drawings															
		01525	SD-01 Preconstruction Submittals															
			Accident Prevention Plan (APP)		G COR													
			Activity Hazard Analyses (AHA)		G COR													
			Employee Safety and Health															
			Indoctrination (ESHI) and Training															
			Plan															
			Hazard Communication Plan															
			Emergency Response Plan															
			Hurricane and Severe Storm Plan		G ED													
			Dive Operations Plan		G COR													
			Confined Space Plan		G COR													
			Spill Response Plan		G COR													
			SD-07 Certificates															
			Qualifications		G COR													

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Key West Dredging

CONTRACTOR

ACTIVITY NO (a)	TRANSMITTAL NO (b)	SPEC SECT (c)	DESCRIPTION ITEM SUBMITTED (d)	PARAGRAPH # (e)	CLASSIFICATION (f)	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES SUBMIT (g)	APPROVAL NEEDED BY (h)	MATERIAL NEEDED BY (i)	CONTRACTOR ACTION CODE (j)	DATE OF ACTION (k)	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR (l)	APPROVING AUTHORITY DATE FWD TO OTHER REVIEWER (m)	DATE RCD FROM OTH REVIEWER (n)	ACTION CODE (o)	DATE OF ACTION (p)	MAILED TO CONTR/ DATE RCD FRM APPR AUTH (q)	REMARKS (r)
		01525	Dredge Plant Inspection		G COR													
			Checklists															
			Crane Equipment Records															
		01780	SD-02 Shop Drawings															
			As-Built Drawings	1.2.1	G COR													
		02325	SD-01 Preconstruction Submittals															
			Dredged Material Disposal,		G EDL													
			Design and Construction Plan															
			Notice of Intent to Dredge															
			Relocation of Navigation Aids															
			SD-02 Shop Drawings															
			Upland Disposal Facilities:		G EDL													
			SD-07 Certificates															
			Electronic Tracking System Data															
			Equipment and Performance															
			Data															
			Notification of Discovery of															
			Historical Period Shipwreck Sites															
			Notice of Need for Dredging															
			Survey															
			Daily/Monthly Report of															
			Operations															
			Notice of Misplaced Material															
			Declaration of Inspection															
			Stateside															

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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 listed below forms 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	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

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, Programs and Project Management Division at 904-232-1113.

a. Florida Department of Environmental Protection Permit No. 0207625-001-E1; Effective Date: 17 June 2003; Expiration Date: 17 June 2013.

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

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 turtle deflector device.

SD-07 Certificates

Qualifications

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).

Hopper Dredge(s) Recording Chart(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/BEACH FILL PLACEMENT - 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 design and/or installation of project system 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. Retrofit of connected systems on project sites to modern environmental protection design standards shall also be considered.

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

3.1.1.1 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 Contractor Facilities and Other Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made when approved by the Contracting Officer. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses, wetlands, or lakes. Spoil areas shall be managed and controlled to limit spoil intrusion into areas designated on the drawings and to prevent erosion of soil or sediment from entering nearby watercourses, wetlands, or lakes. Spoil areas shall be developed in accordance with the grading plan indicated on the drawings. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas from despoilment. If there is suspicion that sediment may be unsuitable for disposal at a specified location, the Contractor shall immediately take measures to contain the suspect sediment and notify the Contracting Officer.

3.1.2.3 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.

3.1.2.4 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.

3.1.2.5 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.

3.1.2.6 Hazardous Materials

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

3.1.2.7 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 Known Resources

Known historic, archeological and cultural resources within the Contractor's work area(s) are designated as a "sensitive environmental area" on the contract drawings or other documents. If so designated, the Contractor shall install protection for these resources and shall be responsible for their preservation during the contract's duration. The Contractor shall not distribute maps or other information on these resource locations except for distribution among the Contractor's staff with a "need to know" technical responsibility for protecting the resources.

3.1.3.3 Inadvertent Discoveries

If, during or other 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.

3.1.3.4 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 Washing and Curing Water

Waste waters directly derived from construction activities shall not be allowed to enter water areas. These waste waters shall be collected and placed in retention ponds where suspended materials can be settled out or the water evaporates so that pollutants are separated from the water. Analysis shall be performed and results reviewed and approved by Corps staff before water in retention ponds is discharged.

3.1.4.2 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.

3.1.4.3 Turbidity

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

3.1.4.4 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.

In the event that a threatened or endangered species is harmed as a result of construction activities, the Contractor shall cease all work and notify the Contracting Officer. The order of contact within the Corps of Engineers shall be as follows:

Order of Contact of Corps Personnel

Title	Telephone Number	
	Work Hours	After Hours

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)	904-232-2202	To be Provided
Mr. Charles McGehee, Chief, Construction Branch, Construction-Operations Division (CESAJ-CO-C)	904-232-1122	To be Provided
Mr. Gordon M. Butler, Jr., Chief, Construction-Operations Division (CESAJ-CO)	904-232-3765	To be Provided

3.1.5.1 Endangered Species Protection

a. Report Submission: The Contractor shall maintain a log detailing sightings, collisions, or injuries to manatees occurring during the contract period. The data shall be recorded on forms provided by the Contracting Officer (sample Daily Manatee Reporting Log is 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,
U.S. Army Corps of Engineers (CESAJ-C-W
South Florida Area Office
4400 PGA Blsvd., Suite 203
Palm Beach Gardens, Florida 33410

U.S. Fish and Wildlife Service
1339 20th Street
Vero Beach, Florida 32961-3559

The Contractor shall instruct all personnel associated with the project of the potential presence of manatees, and sea turtles, 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, 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) is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the Contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. If a manatee is closer than 50 feet to moving equipment or the project area, the equipment shall be shut down and all construction activities shall cease 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 are taken until the Contracting Officer notifies the Contractor to resume dredging.

c. Manatee Monitoring (Clamshell Only): During clamshell 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 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, and Whale Sighting Reports

Any take concerning a manatee, sea turtle, or whale or sighting of any injured or incapacitated manatees, sea turtles, or whales shall be reported immediately to the Corps of Engineers by notifying the personnell indicated in the table "Order of Contact of Corps Personnel" above.

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 Florida Marine Patrol "Manatee Hotline" 1-800-342-5367 as well as the U.S. Fish and Wildlife Service, Vero Beach Field Office 561-562-3909 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
U.S Army Corps of Engineers (CESAJ-CO-W)
South Florida Area Office
4400 PGA Blvd., Suite 203
Palm Beach Gardens, Florida 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 Protection of Migratory Bird Species

The Contractor shall keep construction activities under surveillance, management, and control to prevent impacts to migratory birds and their nests. All construction personnel shall be advised that migratory birds

are protected by the Florida Endangered and Threatened Species Act of 1977, Title XXVIII, Chapter 372.072, and the U.S. Fish and Wildlife Service pursuant to the Migratory Bird Treaty Act of 1918 and the Endangered and Threatened Species Act of 1982, as amended. The Contractor may be held responsible for harming or harassing the birds, their eggs or their nests as a result of the construction.

a. Monitoring of Construction Area: In order to meet these responsibilities, the Contractor shall conduct monitoring of the construction area beginning 1 April through 31 August, if construction activities occur during that period. Daily monitoring using the Daily Bird Monitoring Report shall be conducted during the dawn or dusk time frames by a bird monitor approved by the Contracting Officer. (Caution shall be taken by the monitor to avoid disturbance to the nesting birds.) The Contractor shall maintain a daily log detailing monitoring and nesting activity (not all bird species are listed). Sample monitoring report and qualification sheet are on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. Within 30 days after completion of construction, a summary of monitoring shall be submitted to the Corps detailing nesting and nesting success/failure including species, number of nests created, location, number of eggs, number of offspring generated during the project and reasons for nesting success or failure, if known.

b. Presence/Absence Survey: At least 3 visits must be made to each site during April-July. A 6-minute point count (variable circular plot) should be conducted between sunrise and 3 hours after or 1 hour prior to sunset. If breeding birds are encountered, nests shall be located and observed without disturbance to the nesting activity. Nests shall be marked and visited every 3-5 days to determine fate.

c. Nesting Activity Notification: Any nesting activity observed by the Contractor shall be reported immediately to the Contracting Officer who shall have sole authority for any work stoppages, creation of the buffer area, or restart of construction activities. In addition, the following personnel shall be notified:

Order of Contact of Corps Personnel to Report Bird Nesting Activities

	Telephone Number	
Title	Work Hours	After Hours
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)	904-232-2202	To be Provided
Mr. Charles McGehee, Chief, Construction Branch, Construction-Operations Division (CESAJ-CO-C)	904-232-1122	To be Provided
Mr. Gordon M. Butler, Jr., Chief, Construction-Operations Division (CESAJ-CO)	904-232-3765	To be Provided

d. Nesting Within Construction Area:

(1) Should nesting begin within the construction area, a temporary, 200-foot buffer shall be created around the nests and marked to avoid entry (the Contracting Officer will provide signs). The area shall be left undisturbed until nesting is completed or terminated, and the chicks fledge. The decision to allow construction in a former nesting site will be determined by the Contracting Officer in consultation with the U.S. Fish and Wildlife Service and the FF&WCC. Access to the nesting sites by humans (except limited access when accompanied by the bird monitor or Contracting Officer), equipment or pets under control of the Contractor is prohibited.

(2) If nesting occurs within the construction area, a bulletin board shall be placed and maintained by the Contractor in the contracting shed with the location map of the construction site showing the bird nesting areas and a warning, clearly visible, stating that "BIRD NESTING AREAS ARE PROTECTED BY THE FLORIDA THREATENED AND ENDANGERED SPECIES ACT AND THE FEDERAL MIGRATORY BIRD TREATY ACT".

(3) Birds will find the top of the dike or the flat interior desirable nesting habitat. If construction activity ceases for any period of time, nesting may occur before work can resume. Any stoppage of activity could induce nesting, subsequently, construction could be altered or stopped to avoid impacting the birds. Areas which are potentially suitable for nesting can be altered to make the area undesirable. One approved method is the placement of stakes at 10- to 15-foot intervals and tie flagging between the stakes in a web fashion. This may dissuade bird nesting until construction can be resumed. In addition, the disposal area basin can be flooded prior to the beginning of nesting season to the elevation required for displacement from the disposal of dredged material in order to make the basin undesirable for bird nesting.

e. Bird Monitoring Qualifications: The Contractor's Environmental Protection Plan shall contain the qualifications of the bird monitor and the steps to be taken to construct the project in such a manner as not to impact migratory birds or induce their nesting. The qualifications of the bird monitor are a demonstrated ability to identify bird species, general and nesting behavior characteristics, nests and eggs, and a knowledge of habitat requirements. In addition, references must be provided to verify non-educational experience.

f. Work Delay: Delays in work due to the fault of 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 Clause SUSPENSION OF WORK of Section 00700 CONTRACT CLAUSES.

3.1.5.7 Hopper Dredge Equipment

Hopper dredge drag heads shall be equipped with rigid sea turtle deflectors which are rigidly attached. No dredging shall be performed by a hopper dredge without a turtle deflector device that has been 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.

3.1.5.8 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.

3.1.5.9 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 three sea turtles 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.

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, Office within 10 working days.

3.1.5.10 Hardground/Reef Protection

Existing hardground/reef areas within the Contractor's work area shall be protected and precaution shall be taken to preserve these resources as they existed prior to construction. The Contractor shall install all protection for these resources and shall be responsible for their preservation during this contract. Pipelines will be placed only in approved areas. Pipeline will be monitored for leaks. Any leaks that develop shall be repaired immediately, especially over hardgrounds/reefs, and the dredging operations shall be shutdown until repairs are completed. Refer to Section 02325 DREDGING.

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. 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. 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.

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DIVISION 01 - GENERAL REQUIREMENTS

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~~SECTION 01411~~

~~TURBIDITY AND DISPOSAL MONITORING~~

~~PART 1 GENERAL~~

~~1.1 SCOPE~~

~~The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required to obtain, analyze, and report the results of turbidity and disposal monitoring.~~

~~1.2 SUBMITTALS~~

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

~~SD-03 Product Data~~

~~Calibration Standard~~

~~The Contractor shall furnish to the Contracting Officer a copy of the operating instructions and standards used in calibrating equipment used in collecting samples for turbidity.~~

~~SD-06 Test Reports~~

~~Turbidity Monitoring~~

~~All required turbidity test reports shall be submitted (preferably by electronic mail) to the Contracting Officer, the Environmental Branch (CESAJ-PD-E), and the Florida Department of Environmental Protection (FDEP) within 24 hours after completion of each test.~~

~~PART 2 PRODUCTS (NOT APPLICABLE)~~

~~PART 3 EXECUTION~~

~~3.1 MONITORING REQUIREMENTS~~

~~3.1.1 General~~

~~Nearshore or inland water samples shall be obtained and analyzed for turbidity. Sampling shall be conducted in accordance with techniques 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 1500 meters, or the edge of any protected resource, whichever is less, down current of the dredge or point of discharge and in the direction of any visible plume.~~

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

~~3.1.2.2 Turbidity~~

~~If the compliance point is at 1500 meters from the point of discharge samples to be analyzed for turbidity shall be taken twice daily at least 4 hours apart at surface and mid-depth. If the compliance point is at the edge of a protected resource less than 1500 meters from the point of discharge samples to be analyzed for turbidity shall be taken every two hours. During the hours of darkness turbidity sampling may be accomplished using anchored instruments with a radio link to the dredge and area engineers representative. Placement of anchored instruments shall be coordinated with FKNMS personnel to insure adequate turbidity monitoring coverage and avoidance of damage to sensitive resources from placement of anchors.~~

~~3.2 TURBIDITY TESTS~~

~~3.2.1 Testing~~

~~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 Area Office POC)~~	~~john.g.cooper@saj02.usace.army.mil~~
~~Paul Karch~~	~~(USACE Environmental POC)~~	~~paul.j.karch@saj02.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 the compliance point is 1500 meters from the point of discharge and turbidity exceeds background levels, 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.~~

~~If the compliance point is at the edge of a protected resource less than 1500 meters from the point of discharge and turbidity exceeds background levels, 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. If turbidity exceeds background levels by 15 NTUs or more, 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. If turbidity is above background by less than 15 NTUs an additional sample shall be taken 15 minutes after the first sample and analyzed for turbidity. If the second sample is above background but below the first sample a third sample will be taken 15 minutes after the second. If the third sample is above background 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.~~

~~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.~~

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SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization; e.g., ASTM B 564 Nickel Alloy Forgings. However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

ASME INTERNATIONAL (ASME)
Three Park Avenue
New York, NY 10016-5990
Ph: 212-591-7722
Fax: 212-591-7674
Internet: www.asme.org

FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (FBPSM)
Department of Business and Professional Regulation
Division of Professionals
Board of Professional Surveyors and Mappers
1940 North Monroe Street
Tallahassee, FL 3239-0756

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
1 Batterymarch Park
P.O. Box 9101
Quincy, MA 02269-9101
Ph: 617-770-3000
Fax: 617-770-0700
Internet: www.nfpa.org

TRI-SERVICE STANDARDS (TSS)
Internet: www.tsc.wes.army.mil/

U.S. ARMY CORPS OF ENGINEERS (USACE)
Order CRD-C DOCUMENTS from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2664
Fax: 601-634-2388
Internet: www.wes.army.mil/SL/MTC/handbook/handbook.htm

Order Other Documents from:
USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
Internet: www.usace.army.mil/publications
or www.hnd.usace.army.mil/techinfo/index.htm

Order CESAJR REGULATION from:
For District Safety Manual:
Internet: www.saj.usace.army.mil/conops/cesajr385-1-1.htm
For Other documents, contact:
U.S. Army Engineer District, Jacksonville
ATTN: Information Management Office
P.O. Box 4970
Jacksonville, FL 32232-0019
Ph: 904-232-2461

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3.12 CONSTRUCTION FORMS AND DETAILS

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SECTION 01452

DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 Project Manager/Superintendent

Highest level manager located onsite and responsible for dredging, disposal, and related activities, including but not limited to the following, production, quality control, safety, turbidity monitoring, endangered species monitoring and environmental protection.

1.1.2 Quality Control System Manager

A person assigned duties to manage Contractor's Quality Control (CQC) system. CQC System Manager shall have written delegated authority sufficient to stop work not in compliance with contract.

1.1.3 Safety Officer

Person assigned responsibility for site safety management.

1.1.4 Endangered Species Monitor

Person assigned for identifying regulatory protected wildlife and advising Contractor in modifying operations to protect identified species or damage to their habitat. Required to have acceptable qualifications and demonstrated ability. Refer to Section 01355 ENVIRONMENTAL PROTECTION.

1.2 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE ER 1180-1-6 (1995) Construction Quality Management

Corps of Engineers publication(s) Internet location site is: http://www.usace.army.mil/inet/usace-docs/.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office

that will review the submittal for the Government. Submittals shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Quality Control Plan; G|COR

Refer to paragraph QUALITY CONTROL PLAN below.

Personnel Qualifications; G|COR

Submit personnel qualifications for Project Manager/Superintendent, CQC System Manager, Safety Officer, Endangered Species Monitor, Professional Surveyor and Mapper, in resume form.

Letter of Authority

Letter to CQC System Manager signed by an authorized Contractor official which describes responsibilities and delegates sufficient authorities to perform functions of the CQC System Manager, including authority to stop work not in compliance with contract.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible to plan and execute quality control in accordance with COE ER 1180-1-6 and establish and maintain an effective quality control system in compliance with the Clause INSPECTION OF CONSTRUCTION of Section 00700 CONTRACT CLAUSES. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. Project Manager/Superintendent is responsible for quality of work and is subject to removal by the Contracting Officer for non-compliance with contract quality requirements. The Project Manager/Superintendent shall be on site at all times, except as otherwise approved by the Contracting Officer.

3.2 QUALITY CONTROL PLAN

3.2.1 General

Within 20 calendar days of Notice of Award, submit a written CQC Plan for review by Contracting Officer. CQC Plan submittal will be reviewed by Contracting Officer and discussed in detail at a Coordination Meeting (see paragraph COORDINATION MEETING below). CQC Plan shall identify organization chart, personnel, procedures, control methods, instructions, tests, records, and forms to be used. Contracting Officer may accept an "interim CQC Plan" under a "conditional acceptance" for first 30 calendar days of operation. Contractor shall furnish, not later than 30 calendar days after commencement of work, an acceptable overall CQC Plan.

3.2.1.1 CQC Plan Resubmittal

No construction will be allowed to start until an "interim CQC Plan" is "conditionally accepted". When an "interim CQC Plan" is "conditionally accepted", revise and resubmit overall project CQC Plan for Contracting Officer's acceptance. When Contractor is working under an "interim CQC Plan", until Contractor submits an acceptable final CQC Plan, Contracting Officer may retain funds from progress payments in accordance with Clause PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS of Section 00700 CONTRACT CLAUSES. When no acceptable CQC Plan is resubmitted within a reasonable time, as determined by Contracting Officer, Contracting Officer may order Contractor to stop work until such time as a CQC Plan is accepted. Such a directed stop work order shall not be considered a suspension of work under Clause SUSPENSION OF WORK of Section 00700 CONTRACT CLAUSES. No pay or construction period adjustments will be allowed as a result of a directed stop work order based on Contractor inability to plan quality control in a manner acceptable to Contracting Officer.

3.2.1.2 Failure

Failure to comply with above requirements within time prescribed will be considered a condition endangering contract performance and may be considered grounds for termination of contract in accordance with Clause DEFAULT (FIXED-PRICE CONSTRUCTION) of Section 00700 CONTRACT CLAUSES.

3.2.2 Content of the CQC Plan

a. Describe Quality Control Organization: Include an organization chart with lines of authority and reporting. Project Manager/Superintendent may have dual roles as CQC System Manager or Safety Officer. See Section 01355 ENVIRONMENTAL PROTECTION for Endangered Species Monitor qualifications.

b. Definable Features of Work: Provide a list to be agreed upon during the Coordination Meeting.

c. Qualifications: Names, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function. If included, see paragraph LIMITATIONS ON SUBSTITUTIONS FOR CERTAIN POSITIONS AND/OR SUBCONTRACTORS of Section 00800 SPECIAL REQUIREMENTS.

d. Letter of Authority: Copy of letter of authority to CQC System Manager. The CQC System Manager shall issue letters of direction to other quality control staff describing duties, authorities, and responsibilities.

e. Submittal Control: Procedures for scheduling, reviewing, certifying, and managing submittals. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

f. Testing: Control, verification, turbidity monitoring, and field testing procedures. Provide a list of specific instruments and tests. Provide information including work being tested, test frequency, and

identify who (Contractor, Subcontractor) is responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

g. Three Phase Control: Procedures to implement three phase quality control and inspection system. Procedures to plan and document preparatory, initial, and follow-up control phases.

h. Deficiency Tracking: Procedures for tracking construction deficiencies from identification through acceptable corrective action. Establish procedures to verify that deficiencies have been corrected and document correction.

i. Reports and Forms: Reporting procedures, including proposed reporting formats and sample forms.

3.2.3 Acceptance of Plan

"Conditional acceptance" of the Contractor's interim CQC Plan is required prior to starting dredging or other construction activities. Contracting Officer's acceptance is conditional and is contingent on satisfactory performance during construction. The Contracting Officer reserves the right to require the Contractor to make changes in his CQC Plan and construction operations, including removal of personnel.

3.2.4 Notification of Changes

Notify Contracting Officer in writing a minimum of 7 calendar days prior to proposed personnel or CQC Plan procedure changes. Proposed changes are subject to Contracting Officer acceptance.

3.3 COORDINATION MEETING

Refer to Section 01310 ADMINISTRATIVE PROCEDURES. Contracting Officer will schedule a Coordination Meeting where Contractor personnel and Contracting Officer personnel will develop a mutual understanding of how Contractor's Quality Control works with Contracting Officer's Quality Assurance. CQC Plan will be discussed in detail, including forms for recording CQC operations, control activities, testing, and administration of the system for both onsite and offsite work. Contractor quality control for production, measurement and payment, safety, turbidity monitoring, plant and equipment location, monitoring, endangered species monitoring, environmental protection and supervision by Quality Control personnel will be discussed. Meeting minutes will be prepared by Contracting Officer and signed by Contractor and Contracting Officer. The minutes become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures requiring corrective action.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

CQC organization shall have a CQC System Manager and sufficient number of additional qualified personnel to ensure contract quality control for

workmanship and materials, including safety and environmental protection compliance. Designate Safety Officer and qualified Endangered Species Monitor who shall serve as a member of CQC staff. Provide office space, computer hardware and software, filing systems and other resources as necessary to maintain an effective CQC organization. CQC organization shall be responsible to maintain documentation and records onsite, unless approved by the Contracting Officer.

3.4.2 CQC System Manager

Identify an individual, employed by Contractor, within onsite organization who shall be responsible for CQC management. CQC System Manager shall have authority to act in all CQC matters for the Contractor. CQC System Manager shall be an experienced dredging or construction person with a minimum of 5 years in similar work. Identify an alternate person to serve as CQC System Manager during actual CQC System Manager's absences. Designated alternate shall be a construction person with a minimum three years experience on similar projects and shall meet CQM-C Training requirement below. CQC System Manager or a designated alternate shall be onsite during construction. CQC System Manager may have dual roles as Project Manager/Superintendent or Safety Officer, or if qualified, Surveyor or Endangered Species Monitor.

3.4.3 CQM-C Training Requirement

CQC System Manager shall have completed U.S. Army Corps of Engineers (COE) course "Construction Quality Management For Contractors" within the previous five years. A completion certificate from any Corps District or Naval Facilities Command is acceptable. In event proposed CQC System Manager has not completed CQM-C training, he or she will have 60 days after Notice of Award to do so. This course is periodically offered by Jacksonville District. Information regarding CQM-C course can be obtained from the following web site: http://www.saj.usace.army.mil/conops/construction or by contacting Chief, Quality Assurance Section at 904-232-1128.

3.4.4 Surveyor

Survey, topographic survey, and hydrographic survey shall be performed by persons working under direct supervision of a Professional Surveyor and Mapper (PSM) registered in State of Florida. Perform pre- and post-construction survey for each acceptance section and provide supporting data to Contracting Officer. PSM shall certify field notes, computations, and other records relating to quantity survey.

3.4.5 Organizational Changes

When CQC staff changes are needed, revise CQC Organization Chart in CQC Plan to reflect changes and submit the changes to Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals shall be prepared and transmitted as specified in Section 01330

SUBMITTAL PROCEDURES. CQC organization shall certify submittals comply with contract requirements. Items delivered to Contracting Officer shall be controlled, packaged, transported and stored in a manner to prevent damage or loss.

3.6 CONTROL

Contractor's Quality Control is the means by which Contractor ensures construction, including that of subcontractors, complies with contract. Conduct Preparatory Phase and Initial Phase meetings for each definable feature of work (refer to Section 01310 ADMINISTRATIVE PROCEDURES). Perform three phases of control for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work. Notify Contracting Officer at least 24 hours in advance of beginning Preparatory Control Phase. Ensure proposed plans, activity hazard analyses, permits and submittals, are approved and copies are onsite. Conduct a Preparatory Phase meeting headed by CQC System Manager and attended by Superintendent, other CQC personnel, and foreman responsible for supervising workmanship for definable feature of work. Document Preparatory Phase actions using "Preparatory Phase Checklist" and meeting minutes prepared by CQC System Manager. Preparatory Phase checklist is on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. Attach checklist and minutes to Contractor's Quality Control (CQC) report (sample CQC form is on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below). Preparatory Phase actions include:

a. Review each paragraph of specifications. Make copies available for use by Contracting Officers personnel and Contractor CQC staff at Preparatory Phase meeting. Maintain copies available until final acceptance of the work.

b. Review of contract drawings.

c. Check to assure that plant and/or equipment have been inspected, tested, submitted, and approved.

d. Review provisions that have been made to provide required quality control inspection and testing.

e. Examine work area to assure required preliminary work is complete and in compliance with contract.

f. Review of activity hazard analysis to assure safety requirements are met.

g. Discuss procedures for controlling quality of work. Document construction tolerances and workmanship standards for that feature of work.

h. Check to ensure that portion of CQC Plan for new work to be performed has been accepted by Contracting Officer.

i. Check that previous work or acceptance sections required to start new work have been completed.

j. Review requirements under permits, environmental protection and protection of environmental species.

k. Discuss initial control phase (workmanship).

3.6.2 Initial Phase

Notify Contracting Officer at least 24 hours in advance of beginning the Initial Phase. Initial Phase is workmanship oriented and shall be accomplished at beginning physical work on each acceptance section. Following shall be accomplished:

a. Check preliminary work to ensure that complies with contract. Review minutes of preparatory meeting.

b. Verify adequacy of turbidity monitoring, survey control to ensure contract compliance. Verify required inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable contract workmanship standards and review allowable tolerances.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review activity analysis with each worker.

f. Initial phase shall be repeated for new crews working onsite and when contract workmanship quality standards are not being met.

3.6.3 Follow-up Phase

Follow-up Phase consists of daily checks performed to quality control activities, including survey and testing, to provide continuous compliance with contract requirements. Record inspection and checking results in CQC documentation. Record both quality control activities, plant and equipment performance on Report of Operations. Report of Operations forms are on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below, and are also indicated in Section 02325 DREDGING. Complete follow-up checks and inspections and correct deficiencies prior to starting acceptance sections which may be affected by deficient work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on same definable features of work when: quality of on-going work is unacceptable; there are changes in applicable CQC staff, production supervision, or work

crews; work on a definable feature is resumed after a period of inactivity; or, when other problems develop.

3.7 TESTS/TESTING PROCEDURE

Perform specified tests and required monitoring instrumentation or tests to verify control measures are adequate and provide an end product conforming to contract. When requested, Contractor shall furnish Contracting Officer duplicate samples of test specimens for possible testing by Contracting Officer. The Contractor shall perform following activities and record and provide the following data:

a. Verify that testing standard or procedures comply with contract requirements.

b. Verify that facilities, instruments, and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of tests and monitoring instruments, both passing and failing, shall be recorded and reported for date taken. If approved by Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports or maintain adequate monitoring testing may result in nonpayment for related work performed.

3.8 COMPLETION INSPECTION

3.8.1 Post-Construction Measurement and Inspection

Near end of work on each acceptance section notify Contracting Officer to conduct post-construction survey and inspection to ensure contract conformance. Submit certified survey data and correct contract drawings to show as-built information. Notify Contracting Officer to schedule a joint inspection of each acceptance section once deficiencies have been corrected.

3.8.2 Pre-Final Inspection

Near completion of project Contracting Officer and Contractor will conduct a Pre-Final Inspection. In addition to completion of quantity survey, Contracting Officer will inspect for demobilization of temporary facilities and clean-up of staging areas used to ensure contract conformance. Contracting Officer will perform Pre-Final Inspection to verify work is complete and ready for Owner acceptance. Contracting Officer Pre-Final Inspection may result in additional work to be done. Contractor's CQC System Manager shall ensure items are corrected before notifying

Contracting Officer so that a Final Inspection with the Customer can be scheduled. Any items noted on Pre-Final Inspection shall be corrected in a timely manner. Pre-Final Inspection and deficiency corrections shall be accomplished within project completion period.

3.8.3 Final Inspection

Final Inspection will be scheduled by Contracting Officer based upon results of Pre-Final Inspection. Notify Contracting Officer when ready for Final Inspection and Contracting Officer will schedule a Final Inspection with Owner or Sponsor to be performed within 14 working days. Provide assurance that work will be complete and acceptable by scheduled Final Inspection date. Contracting Officer will notify Owner or Sponsor to attend a Final Inspection. Contractor, Project Manager/Superintendent, and CQC System Manager shall attend the Final Inspection. In addition to Contracting Officer and Owner or Sponsor, persons from local government or other agencies may attend. Contractor's failure to have contract work completed for this inspection will be cause for Contracting Officer to bill the Contractor for Contracting Officer's additional inspection cost in accordance with the Clause INSPECTION OF CONSTRUCTION of Section 00700 CONTRACT CLAUSES.

3.9 DOCUMENTATION

Maintain current records as required in Sections 01355 ENVIRONMENTAL PROTECTION, 01411 TURBIDITY AND DISPOSAL MONITORING, and 02325 DREDGING. Document quality control activities and tests have been performed using Daily Report of Dredge Operations and Daily Quality Control Reports.

3.10 NOTIFICATION OF COMPLIANCE

Upon Contracting Officer's notification to Contractor of noncompliance with contract requirements, Contractor shall take immediate corrective action. Contractor personnel notified at work site is sufficient purpose of Contractor notification. If Contractor fails to comply within 1 calendar day, Contracting Officer may issue an order stopping all or part of work until satisfactory corrective action has been taken. Such stop orders shall not be made basis of Contractor claim for time extension or other damages to Contractor.

3.11 SAMPLE FORMS

The Contracting Officer's Representative will instruct the Contractor in the preparation of these forms during the Preconstruction Conference as specified in Section 01310 ADMINISTRATIVE PROCEDURES.

3.12 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.

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SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 SUMMARY

In addition to Construction Facilities this Section covers:

Temporary Utilities
Construction Aids
Vehicular Access and Parking
Project Identification

See Section 01355 ENVIRONMENTAL PROTECTION for requirements including silt control, trailer placement, fueling restrictions, dust control, solid waste, and clean-up. Upon completion of project, clean-up and restore area in accordance with Clause CLEANING UP of Section 00700 CONTRACT CLAUSES.

a. Construction Facilities include, but are not limited to, the following:

(1) Information Bulletin Board
(2) Material and Equipment Storage Area
(3) Fueling Area
(4) Secured Storage Area
(5) Debris Container (dumpster)
(6) Construction Signage to include Project Sign; Safety Sign; and, Construction Warning Signs

b. Temporary Utilities include, but are not limited to, the following:

(1) Water
(2) Electric
(3) Sewage
(4) Communications
(5) Lighting

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Within 30 days following date of receipt of Notice to Proceed and prior to mobilization to site submit following in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Mobilization/Demobilization Plan

Plan shall include, but not be limited to, the following:

a. Mobilization Requirements:

(1) Methods, equipment and materials
(2) Connection of utilities
(3) Placement of site facilities and temporary controls
(4) Construction of facilities

b. Demobilization Requirements (methods, equipment and materials required to clean-up and restore site at project conclusion):

(1) Collection, recycle and disposal of solid waste
(2) Contract-generated material
(3) Utility disconnection
(4) Removal of Contractor facilities
(5) Repair and restoration of site (i.e., fences, roads, or permanent facilities)

Security Plan

Prepare a Security Plan for Contracting Officer describing site security as follows:

a. Day and night security
b. Weekend and holiday security
c. General security duties

Within 20 calendar days after date of Notice of Award, the Contractor shall submit manufacturer's literature of all items to be furnished for exclusive use of Government personnel.

SD-02 Shop Drawings

Site Layout

General layout sketch of temporary site facilities shall include, but not be limited to, the following:

a. Material storage
b. Equipment lay down area
c. Areas for gravel
d. Fuel areas
e. Supplemental or other staging area
f. Temporary well, water supply
g. Septic field or holding tanks, port-a-lets
h. Contaminated water handling
i. Fences -- location and dimensions, entrance and exit points, and details of installation

Temporary Electric Drawings

Electricity supply and lighting - transformer source sketch layout locations, fixtures, and materials, to include outdoor lighting as described in subparagraph "Electric Power" below.

1.3 EXISTING UTILITIES

1.3.1 Water

The Contractor shall provide and maintain at his own expense an adequate supply of water for his use for construction, and to install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Contracting Officer. The Contractor shall also provide and maintain his own temporary toilet and washing facilities. Toilet and washing facilities shall be installed and maintained in a location approved by the Contracting Officer. Refer to paragraph AVAILABILITY AND USE OF UTILITY SERVICES below.

1.3.2 Electricity

In addition to the above, all electric current required by the Contractor shall be furnished at his own expense. All temporary lines will be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in like manner at his expense prior to completion of the construction. Refer to paragraph AVAILABILITY AND USE OF UTILITY SERVICES below.

1.4 RESIDENT MANAGEMENT SYSTEM (RMS)

Contractor shall use Government-furnished Construction Contractor module of RMS, referred to as Quality Control System (QCS), software for construction information management (CIM). QCS will be the latest version of "QCS" which is personal computer based. Additional information will be provided to the Contractor at the Preconstruction Conference. Refer to Section 01312 QUALITY CONTROL SYSTEM (QCS).

1.5 BRIDGE-TO-BRIDGE COMMUNICATION

In order that radio communication may be made with passing vessels, all dredges/marine equipment engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio equipment shall operate on a single channel very high frequency (VHF), FM, on a frequency of 156.55 MC per second with low power output having a communication range of approximately ten miles. The frequency has been approved by the Federal Communications Commission. Channels #13 and #16 must be monitored at all times.

PART 2 PRODUCTS

2.1 CONSTRUCTION PROJECT SIGNS

Refer to paragraph BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN below and the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below.

2.2 QCS HARDWARE AND SOFTWARE REQUIREMENTS

Refer to Section 01312 QUALITY CONTROL SYSTEM (QCS).

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

3.1.1 Onsite Information

Keep copy of contract drawings, specifications, and other contract documents at Contractor's Office onsite, available for use at all times.

3.2 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

3.2.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

3.2.2 Project and Safety Signs

The requirements for the signs, their content, and location shall be as indicated on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. The signs shall be erected within 15 days after receipt of the Notice to Proceed. The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. The sample Safety Scoreboard sign appended to the end of this Section shall be used on board the dredge in lieu of the safety performance sign. This applies only to the dredge. Upon completion of the project, the signs shall be removed from the site.

3.3 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flag men, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as

required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

3.3.1 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

~~3.6 CONTRACTOR'S TEMPORARY FACILITIES~~
3.4 CONTRACTOR'S TEMPORARY FACILITIES

3.4.1 Contractor Field Office

Provide on-site field office of sufficient size and staff capability to manage project activities. Provide communications and computer capabilities to manage the work, including implementing QCS (refer to Section 01312 QUALITY CONTROL SYSTEM (QCS)), facsimile, electronic mail, reproduction, to schedule and cost tracking. Contractor's field office should include a conference area with table and chairs to accommodate a minimum of 8 people. Provide handicap access with a 1 on 12 ramp and gravel parking spot marked with handicap parking sign.

3.4.2 Appearance of Trailer(s)

Trailer(s), used for both office and material storage purposes, shall be clean, neat exterior appearance and in good repair. Trailer(s) requiring exterior painting or maintenance will not be allowed on site until determined satisfactory by Contracting Officer.

3.4.3 Waste Storage

Provide dumpsters or suitable debris containers. Prevent wind blown trash; cover as needed. Dispose of offsite when needed. Refer to Section 01355 ENVIRONMENTAL PROTECTION.

3.4.4 Fuel Storage and Fueling Operations

Refer to Section 01355 ENVIRONMENTAL PROTECTION. Provide light when fueling at night.

3.5 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and

erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

~~3.14 ACCOMMODATIONS AND MEALS FOR INSPECTORS~~

~~a. The Contractor shall furnish regularly to inspectors, for office purposes, a suitable separate room on board the dredge or other craft upon which they are employed or, if not available thereon, shall furnish suitable alternate accommodations ashore at a location approved by the Contracting Officer, and furnish suitable transportation between the alternate accommodations and the dredge or other craft upon which they are employed.~~

~~b. If the Contractor maintains on this work an establishment for the subsistence of the Contractor's own employees, the Contractor shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for by the Government employees at a rate of $1.75 per person for each meal.~~

3.6 CONTRACTING OFFICER'S FIELD OFFICE

Supply and maintain lockable field office separate from Contractor for use by Contracting Officer.

3.6.1 Office Trailer

a. An all metal exterior, sides and roof; double-insulated walls, floor, and roof; electric baseboard heat; self-contained, built-in air conditioning; and 110 volt wall outlets.

b. Security guard screens, screens, and blinds for all windows.

c. Toilet facility -- A separately enclosed room properly ventilated and complying with applicable sanitary codes including hot and cold running water and flush type toilet.

d. Installed during site mobilization.

3.6.2 Office Equipment

Provide following furnishings:

2 - Office desks with five lockable drawers (60 inches by 30 inches, laminated top) and swivel chair for each (desks should be designed for use with PCs)
1 - Conference Table with eight chairs

1 - First aid kit, wall mounted
Intercom connection to Contractor's secretarial station
1 - Fire resistant, five drawer, legal size lockable filing cabinet
2 - Five drawer, letter size lockable filing cabinets
Telephone answering machine with remote answering capability and voice time/day stamp
1 - Table to support FAX and printer
2 shelf sets - Four shelves high by 12 inches deep by 3 feet long (attachable to wall)
2 - 3' x 6' Cork Bulletin Boards
3 - 3' x 6' Dry Erase Boards
3 - Waste baskets
1 - Plan Table installed in one office (may be built in) with a minimum working surface of 4 feet by 6 feet, and draftsman stool
1 - Vertical filing plan rack sufficient for contract drawings
1 - Seven cubic foot refrigerator with freezer
1 - Microwave oven
1 - Water cooler/dispenser with minimum 3 gallon capacity
Photo-static copy machine
[1 - VHF/FM Base Transceiver, Motorola Model No. L73JJB3190 or equal (4 Channel, 110 Watt, Consolette, 146-174 MHz Frequency Range)]

3.7 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

3.8 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored. Refer to Section 01355 ENVIRONMENTAL PROTECTION for solid waste and post construction clean-up.

3.9 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

3.10 TRANSPORTATION TO/FROM DREDGING EQUIPMENT

Upon request from the Contracting Officer or COR, the Contractor shall

provide boat transportation to/from shore to the dredge(s) for the Contracting Officer and/or COR and guests as appropriate.

3.11 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.

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SECTION 01525

GENERAL SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

Section covers general site safety, accident prevention, accident reporting and Jacksonville District specific safety procedures, "Safety Pays" accident prevention incentive and recognition program.

1.1.1 Related Section

Refer to Section 01500 TEMPORARY CONSTRUCTION FACILITIES for safety signs and required bulletin board posters.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ASME INTERNATIONAL (ASME)

ASME B30.5	(1994) Mobile Cranes
ASME B30.22	(1993) Articulating Boom Cranes

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10	(1995) Portable Fire Extinguishers
NFPA 70	(1999) National Electrical Code
NFPA 241	(1996) Safeguarding Construction, Alteration, and Demolition Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CESAJP 385-1-2	(1998) Safety Pays
COE CESAJR 385-1-1	(1998) Safety and Occupational Health Program
COE EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.3 SAFETY MANUALS

COE EM 385-1-1, COE CESAJR 385-1-1, COE CESAJP 385-1-2 are available at http://www.saj.usace.army.mil/conops/index.html. One copy of each will be provided to Contractor at a Preconstruction Conference (refer to Section 01310 ADMINISTRATIVE PROCEDURES. COE EM 385-1-1 is also at above web site in a Spanish version. Additional paper copies of COE EM 385-1-1 may be purchased for $30.00 using a check or money order as follows:

U.S. Government Printing Office (GPO)
Superintendent of Documents
P.O. Box 371954
Pittsburgh, PA 15250-7954
(GPO Stock Number for the manual is 0008-022-00-310-0)

or

order by credit card by calling 202-512-1800 (Master Card or Visa only)

Additional copies of COE CESAJR 385-1-1 and COE CESAJP 385-1-2 will be provided upon written request.

1.4 DEFINITIONS

Use definitions found in COE EM 385-1-1 and COE CESAJR 385-1-1 in submitted work plans.

Safety Officer - Qualified employee or competent person trained or having required experience in safety, occupational health and who is assigned overall responsibility to oversee on-site safety.

Safety Specialist - A person with specialized training or experience in safety and occupational health for specific items of work.

Qualified Person - One who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve or resolve problems related to the subject matter, the work or the project.

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

Accident Prevention Plan (APP); G|COR

Within 20 calendar days after Notice of Award, submit Accident Prevention Plan with applicable specific work plans required by paragraph PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY

MANUAL of Appendix MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN of COE EM 385-1-1. Refer to paragraphs ACCIDENT PREVENTION PLAN (APP) and ACCIDENT PREVENTION below.

Activity Hazard Analyses (AHA); G|COR

Refer to paragraph ACTIVITY HAZARD ANALYSES (AHA) below.

Employee Safety and Health Indoctrination (ESHI) and Training Plan

Refer to paragraph SAFETY AND HEALTH INDOCTRINATION AND TRAINING below.

Hazard Communication Plan

Refer to paragraph HAZARD COMMUNICATION below.

Emergency Response Plan

Refer to paragraph EMERGENCY RESPONSE PLAN below.

Hurricane and Severe Storm Plan; G|ED

Refer to paragraph HURRICANE AND SEVERE STORM PLAN below.

Dive Operations Plan; G|COR

Refer to paragraphs DIVE PLAN, DIVING OPERATIONS, and DIVE OPERATIONS below.

Confined Space Plan; G|COR

Refer to paragraphs CONFINED SPACE PLAN, CONFINED SPACE ENTRY, and WORKING IN CONFINED SPACES below.

Spill Response Plan; G|COR

Refer to paragraph SPILL RESPONSE PLAN below.

SD-07 Certificates

Qualifications; G|COR

Qualifications, and training certificates of safety personnel performing as safety specialists or assisting as Quality Control Staff. Includes first aid and CPR certifications. Refer to paragraph SAFETY OFFICER below.

Dredge Plant Inspection Checklists;G|COR

Checklists are located in COE CESAJR 385-1-1 as well as Jacksonville District web site shown in paragraph SAFETY MANUALS above.

Crane Equipment Records

Equipment inspections and maintenance records for cranes and other equipment used to lift material, equipment or support personnel. See ASME B30.5 and ASME B30.22. Refer to paragraph "Crane Notification" below.

1.6 ACCIDENT PREVENTION PLAN (APP)

Prepare APP using format in Appendix MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN of COE EM 385-1-1. See Appendix ACCIDENT PREVENTION PROVISIONS FOR CONTRACTORS AND IDENTIFIED GOVERNMENT ACTIVITIES of COE CESAJR 385-1-1 for additional detail.

1.6.1 Contents

1. Signature Sheet
2. Background Information
3. Statement of Safety and Health Policies
4. Responsibilities, Lines of Authorities
5. Subcontractors and Suppliers
6. Training
7. Safety and Health Inspections
8. Safety and Health Expectations, Incentive Programs
9. Accident Reporting
10. Medical Support
11. Personal Protective Equipment
12. Supplemental ("Tabbed") Work Specific Plans required by COE EM 385-1-1
13. Supplemental Information on how Contractor will meet major applicable portions of COE EM 385-1-1

1.6.2 Tabbed APP Appendices

Submit tabbed appendices to Accident Prevention Plan including: Activity Hazard Analyses; Jacksonville District work plans and applicable supplementary specific plans; and, procedures listed in Appendix A, paragraph PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL of COE EM 385-1-1 or COE CESAJR 385-1-1 Appendices.

1.6.2.1 Jacksonville District Required Work Plans

Jacksonville District Required Work Plans include:

Tab A - Activity Hazard Analysis Worksheets
Tab B - Employee Safety and Health Indoctrination and Training (See paragraph CONSTRUCTION FORMS AND DETAILS at the end of this Section).
Tab C - Hazard Communication
Tab D - Hurricane and Severe Storm Plan
Tab E - Emergency Response Plan
Tab F - Dive Plan
Tab G - Confined Space
Tab H - Spill Response

1.6.2.2 Supplementary Plans in COE EM 385-1-1

Submit additional tabbed supplementary plans listed in Appendix A, paragraph PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL of COE EM 385-1-1 that are applicable to work as follows:

Hazardous Energy "Lock Out/Tag Out"
Fire Prevention
Compressed Air Plan

1.7 ACTIVITY HAZARD ANALYSES (AHA)

Submit AHAs as a tabbed APP Appendix. See Figure ACTIVITY HAZARD ANALYSIS of COE EM 385-1-1 for sample form. Contractor can download activity hazard analysis form (MS Word file) at Jacksonville District's Construction web page, "QC Forms": http://www.saj.usace.army.mil/conops/construction/construction_forms.htm. Describe activity being performed; sequence of work; specific hazards anticipated; control measures to eliminate or reduce each hazard to acceptable levels; training requirements for all involved; and, competent person in charge of that work.

1.8 SAFETY AND HEALTH INDOCRTRINATION AND TRAINING

Submit Safety and Health Indoctrination and Training Plan as an APP tabbed appendix in accordance with paragraph INDOCTRINATION AND TRAINING of Section PROGRAM MANAGEMENT of COE EM 385-1-1. Provide a sample Employee Health and Safety Indoctrination (EHSI) Sheet.

1.8.1 New Employee Indoctrination

Describe new employee indoctrination and training required to be completed prior to an employee working on site. Document employee orientation. Keep records on file at project site or nearest office. Each employee shall sign an ESHI sheet. Sample form is on the web site indicated in the paragraph CONSTRUCTION FORMS AND DETAILS below.

1.8.2 Visitor Briefing

Describe procedures for safety briefing site visitors. Train them on specific site hazards, site safety controls (i.e., hard-hat areas). Provide needed protective clothing (i.e., hard hats, reflective vest) and equipment (i.e., ear plugs, safety glasses) before they enter construction limits. Document visitor briefing with a file and visitor sign-in log on site. Report visitors in QC daily report.

1.9 HAZARD COMMUNICATION

Comply with OSHA 1910.1200 (the Hazard Communication Standard) and provide a Hazard Communication Plan describing implementation of the standard. Ensure site personnel including subcontractor employees, visitors, Contracting Officer personnel are informed about health and physical hazards associated with materials being used. Provide a hazardous

materials inventory to Contracting Officer upon request. Ensure proper labeling of hazardous material containers. Ensure Material Safety Data Sheets are on site.

1.10 HURRICANE AND SEVERE STORM PLAN

Submit proposed procedures to be taken to prevent: injury; damage to materials, equipment, and completed construction; and, minimize delays due to severe weather. A sample format is provided on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below:

a. Address following conditions:

Hurricanes - Preparations prior to forecasted hurricane at 72 hours, 48 hours and 6 hours prior to predicted storm arrival.

Tornado/Water Spout - Actions to be taken for tornado warning and tornado warnings.

Thunderstorms/Squalls - Actions to be taken for high winds, lightning, heavy rainfall.

b. Include:

1. Provide detailed descriptions for actions to be taken.

2. The time intervals before storms when action will be taken for each type hazard.

3. List of equipment to be used on the project and its ability to handle adverse weather.

4. Specify the location of intended safe harbor. Indicate the distance from the work area to safe harbor and time required to move plant and equipment.

5. Method of securing equipment.

6. Method of securing equipment not moved.

7. Methods of securing dredged material pipeline. Include details for securing pipeline (floating and submerged) to withstand the forces of a 50-year storm event.

8. Plan of evacuation to include immediate reaction plans to be taken for all storm occurrences, particularly sudden storms.

9. List of equipment or vessels to be used to move plant and equipment to a safe harbor (tug boats, work boats, etc.); include name and horsepower of the equipment.

10. A statement that full time monitoring of NOAA marine weather broadcasts or other local commercial weather forecasting

services will be the Contractor's primary source of information in the decision process to implement action under severe weather plan.

1.11 EMERGENCY RESPONSE PLAN

Describe planned response procedures and planned drills as applicable for medical, fire fighting, injury evacuation, wildfire , or man overboard. Submit certificates or wallet cards for designated First Aid and Coronary Pulmonary Resuscitation (CPR) responders. Provide planned communication methods to monitor employees working in remote areas. Provide sample posting sheets for local emergency responder phone numbers, reporting instructions, strip map to nearest medical treatment facility. Provide site sketch of location of first aid kits and fire extinguishers.

1.12 DIVE PLAN

See paragraph DIVE OPERATIONS below and Appendix CONTRACT DIVING OPERATIONS of COE CESAJR 385-1-1. Dive planning is required on all projects with work on, adjacent to or over water; see paragraph DIVING OPERATIONS below. The dive plan shall address all requirements of Section CONTRACT DIVING OPERATIONS of COE EM 385-1-1, and Appendix CONTRACT DIVING OPERATIONS of COE CESAJR 385-1-1.

1.13 CONFINED SPACE PLAN

Confined space plan shall comply with paragraph CONFINED SPACE of Section HAZARDOUS SUBSTANCES, AGENTS AND ENVIRONMENTS of COE EM 385-1-1. Describe planning, control, policy and procedures to identify confined spaced, safe entry procedures and policy for emergency evacuation of injured persons.

1.14 SPILL RESPONSE PLAN

Provide information on hazardous chemicals and liquids anticipated to be stored on site and how Contractor proposes to contain spills, safely respond and clean up spills. Describe planning, controls, personal protective equipment and clean-up procedures.

1.15 SAFETY OFFICER

Designate an on-site Safety Officer to manage accident prevention program. Safety Officer or assistant shall be on site during all work. Safety Officer may not have other duties in addition to Safety Officer. Safety Officer shall report to and work directly for Contractor's on-site top manager (or higher level official) or corporate safety officer. Safety Officer shall be authorized to take immediate steps to correct unsafe and unhealthful conditions. Submit Safety Officer's resume of qualifications and job description with within 20 days after Notice of Award.

1.15.1 Safety Officer Qualifications

Safety Officer shall have five years construction site experience on similar projects with experience as site safety specialist or Safety Officer. Safety Officer shall be qualified and have ability to manage on-site Contractor safety program, identify hazards and identify resources

necessary to reduce hazards. Must have worked on similar types of projects and completed an OSHA training qualification class of at least 10 hours of classroom instruction. To be credited for satisfying experience requirements, a minimum 50 percent of the time shall have been devoted to safety and occupational health work. First aid work is not creditable.

1.16 DISTRICT SAFETY PROGRAM

1.16.1 Site Safety Inspections by District Personnel

District Safety Office personnel perform periodic safety inspections on contract work sites as a staff function on behalf of District Engineer. District Construction Quality Assurance personnel periodically inspect plant, equipment and contract sites and evaluate safety as part of District construction program. When contract diving operations occur District Dive Coordinator may visit to inspect and observe Contractor. Inspectors evaluate how well both District personnel and Contractor are complying with requirements in COE EM 385-1-1, COE CESAJR 385-1-1, approved Accident Prevention Plan and supplements. Inspector reports will be submitted to Contracting Officer's Representative. Contractor will be notified of both accomplishments and deficiencies by Contracting Officer's Representative. Promptly correct deficiencies, document corrections and notify Contracting Officer.

1.16.2 Safety Pays Program

Safety Pays is described in COE CESAJP 385-1-2 located on Jacksonville District web site shown in paragraph SAFETY MANUALS above. Safety Pays is an incentive safety program where both Contractor and Contracting Officer's personnel are recognized for efforts to provide safer working environment.

1.17 MEETINGS

1.17.1 Phase Meetings

Refer to Section 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL. Activity Hazard Analysis for each definable feature of work shall be reviewed and personnel attendance documented by Contractor. Examination of safety controls equipment is on-going in follow-up phase and progress meetings.

1.17.2 Supervisor Weekly Safety Meetings

Hold weekly meeting with on-site supervisors, foremen and QC Staff, at project site. Supervisor meeting shall address prevention of accidents, lessons learned, items of concern. Attach minutes with Contract number, signatures of attendees, and a list of topics discussed to the Contractor Quality Control Daily Report.

1.17.3 Weekly "Tool Box Meeting"

Hold a brief weekly meeting with all on-site personnel before start of work shift on a safety subject planned to prevent problems. For example, if hot weather is expected, discuss heat stress prevention and treatment. Report

subject and number of employees attending on the Contractor Quality Control Daily Report.

1.18 DISPLAY OF SAFETY INFORMATION

Refer to Section 01500 TEMPORARY CONSTRUCTION FACILITIES. Provide a bulletin board to display following for viewing by on-site construction personnel:

a. Poster "Safety and Health Protection On the Job" required by Department of Labor, OSHA.

b. Emergency phone numbers.

c. Strip map with route to nearest emergency care facility.

d. Accident Reporting and Workman's Compensation information.

e. Applicable Activity Hazard Analyses (AHA).

1.18.1 Placarding

a. Label confined spaces.

b. Post confined space entry permit at entry point prior to persons entering.

c. Label and placard all hazardous materials stored or encountered on site (refer to Clause HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (CESAJ ADAPTATION) of Section 00800 SPECIAL REQUIREMENTS).

d. Safety Scoreboard Sign.

e. Provide a sign indicating number of days since last lost time injury (refer to Section 01500 TEMPORARY CONSTRUCTION FACILITIES).

1.19 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to project including: equipment operating manuals; manufacturer catalogs; Material Safety Data Sheets (MSDSs) on-site. (Refer to Clause HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (CESAJ ADAPTATION) of Section 00800 SPECIAL REQUIREMENTS.) Maintain one copy of APP with AHA and supplemental plans required by the contract.

1.20 REPORTS

1.20.1 Complaints and Accident Investigation

Contracting Officer will investigate complaints of unsafe or unhealthful working conditions received from Contractor employees or others. Contracting Officer will assign personnel to investigate serious accidents. Contractor will be notified of investigation results.

1.20.2 Accident Reports

Designate individual to track exposure data (hours worked); perform accident investigations; prepare reports and logs; and, notify Contracting Officer of accidents (to include subcontractors). Conduct accident investigations to establish causes for accidents and injuries. For an accident or work related illness which results in a lost workday or over $2,000 in property damage, notify Contracting Officer's Representative 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/.

1.20.3 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.).

1.20.4 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.

1.20.5 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.

PART 2 PRODUCTS

2.1 CONFINED SPACE SIGNAGE

Provide permanent signs at access covers for new permit required confined spaces. Signs wording: "DANGER -- PERMIT REQUIRED CONFINED SPACE - DO NOT ENTER" on bold letters a minimum of one inch in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall

be red and readable from 5 feet.

2.2 FIRST AID KITS

Furnish one 16-unit first aid kit per 25 employees, inspect weekly for supplies and note on inspection form located at kit.

2.3 PORTABLE FIRE EXTINGUISHERS

Portable fire extinguishers shall be located and used in accordance with paragraph FIRST RESPONSE FIRE PROTECTION of Section FIRE PREVENTION AND PROTECTION of COE EM 385-1-1, inspected monthly, maintained, and recharged as specified in NFPA 10.

PART 3 EXECUTION

3.1 EMERGENCY MEDICAL TREATMENT

Contractor shall arrange with local authorities for emergency medical response, treatment and evacuation. Provide first aid kits in areas of work and inspect weekly to ensure stockage. Provide 2 personnel trained in first aid and CPR for each shift in accordance with paragraph GENERAL of Section MEDICAL AND FIRST AID REQUIREMENTS of COE EM 385-1-1.

3.2 ACCIDENT PREVENTION

Comply with COE EM 385-1-1, NFPA 241, approved APP, AHA, and other related submittals. Contractor shall become familiar with safety requirements in Clause ACCIDENT PREVENTION of Section 00700 CONTRACT CLAUSES; COE EM 385-1-1; COE CESAJR 385-1-1; COE CESAJP 385-1-2, and latest OSHA standards, applicable U.S. Coast Guard safety regulations, and applicable State of Florida laws and regulations and local fire and safety regulations. Contractor shall have full knowledge of personal protective equipment to be provided workmen and applicable safety standards. COE EM 385-1-1 and COE CESAJR 385-1-1 are consistent with OSHA Construction Safety and Health Regulations 29 CFR 1926. For operations not covered under COE EM 385-1-1 or COE CESAJR 385-1-1, OSHA standards shall be complied with. When there is no OSHA standard, comply with Department of the Army, Department of Defense, U.S. Coast Guard or National Consensus Standards (e.g., API - American Petroleum Institute). Contractor shall only use plant and equipment in compliance with contract safety requirements.

3.3 CONFINED SPACE ENTRY

Establish a confined space entry permit system. A permit shall be issued for each confined space entry. Permits shall include location of work, work description, employees assigned entry, entry date and time, results of atmospheric tests performed, person performing test, authorization and permit expiration time. A sample confined space permit is at Jacksonville District's Construction web site: http://www.saj.usace.army.mil/conops/index.htm. Post permits at entry point when working in confined space and renew when entry personnel change. Forward a copy of confined space permits to Contracting Officer prior to entry.

3.4 OIL AND HAZARDOUS MATERIAL SPILLS AND CONTAINMENT

Report all spills to Contracting Officer immediately. Clean-up spills in accordance with COE EM 385-1-1 and MSDSs. Use dikes, curbs to prevent spread of oil or hazardous materials from storage tanks and piping leaks. Comply with Section 01355 ENVIRONMENTAL PROTECTION reporting.

3.5 DIVING OPERATIONS

Submit a Dive Operations Plan when work is performed adjacent to, on or over water. No matter if a dive is actually planned or only required as a contingency (i.e., most dredging projects) submit a Diving Operations Plan for Contracting Officer's approval. Dive Operations Plan shall cover all requirements in Section CONTRACT DIVING OPERATIONS of COE EM 385-1-1 and Appendix CONTRACT DIVING OPERATIONS of COE CESAJR 385-1-1. Dive Operations Plan consists of a "Safe Practices Manual" describing Contractor's diving program and a "Dive Plan" describing site specific information of proposed dive or contingency dive. Safe Practices Manual, Dive Plan and revisions shall have cover sheets signed and dated by Contractor. When diving is subcontracted, cover sheets shall also be signed and dated by diving contractor's principal or authorized representative.

3.5.1 Dive Operations Reviewer

Dive Operation Plans shall be submitted by Contractor to Contracting Officer in accordance with Section 01330 SUBMITTAL PROCEDURES. Dive Operations Plans are reviewed by Jacksonville District Diving Coordinator. A copy of the Dive Operation Plan shall be furnished to:

U.S. Army Corps of Engineers, Jacksonville District
ATTN: CESAJ-CO-CQ (Mr. Tappmeyer or Mr. Vecchitto)
P.O. Box 4970
Jacksonville, FL 32232-0019

Diving Coordinator fax is 904-232-3696.

3.5.2 Dive Operations Execution

Execute dives in accordance with approved Dive Operations Plan submittal; Section CONTRACT DIVING OPERATIONS of COE EM 385-1-1; and, Appendix CONTRACT DIVING OPERATIONS of COE CESAJR 385-1-1. Contractor shall submit completed daily dive logs at the end of each dive day. Daily dive logs shall be faxed to District Dive Coordinator 904-232-3696 or his authorized representative. Contractor shall use COE form ENG 4615 and ENG 4616 to record daily diving activities. Dive forms may be downloaded from Jacksonville Construction-Operations web site at: http://www.saj.usace.army.mil/conops/diving/DistrictDiving.html.

3.6 PERSONNEL PROTECTION

Designate and mark safety zones requiring personal protection. Examples include hard hat zone, areas where eye and hearing protection is required.

3.6.1 Hazardous Noise

Provide hazardous noise signs, and hearing protection, wherever equipment and work procedures produce sound-pressure levels greater than 85 dBA steady state or 140 dBA impulse, regardless of duration of exposure.

3.7 ELECTRICAL WORK

Underground electrical spaces shall be certified safe for entry before entering to conduct work. Cable intended to be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with Contracting Officer and utility owner for identification. No outage request will be accepted until Contractor satisfactorily documents circuits have been clearly identified. In walls or concealed areas use non-conductive fish tape to pull wire. Perform all high voltage cutting remotely. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. Insulating blankets, hearing protection, and switching suits may be required, depending on the specific job and as delineated in the Contractor AHA.

3.8 WORK IN CONFINED SPACES

Comply with the requirements in paragraph CONFINED SPACE of Section HAZARDOUS SUBSTANCES, AGENTS AND ENVIRONMENTS COE EM 385-1-1. Any potential for a hazard in the confined space requires a permit system to be used.

a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See subparagraph "Permit-required confined space entry procedures" of paragraph CONFINED SPACE of Section HAZARDOUS SUBSTANCES, AGENTS AND ENVIRONMENTS of COE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained.

c. Ensure the use of rescue and retrieval devices in confined spaces greater than 5 feet in depth. Conform to subparagraphs "On-site rescue/emergency teams", ""Off-site rescue and emergency services", and

"To facilitate non-entry rescues, retrieval systems or methods" of paragraph CONFINED SPACE of Section HAZARDOUS SUBSTANCES, AGENTS AND ENVIRONMENTS of COE EM 385-1-1.

d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

e. Include training information for employees who will be involved as entrant attendants for the work. Conform to subparagraph "Training" of paragraph CONFINED SPACE of Section HAZARDOUS SUBSTANCES, AGENTS AND ENVIONMENTS of COE EM 385-1-1.

f. Entry Permit. Use ENG FORM 5044-R or other form with the same minimum information for the Daily Confined Space Entry Permit, completed by the qualified person. Post the permit in a conspicuous place close to the confined space entrance.

3.9 HOUSEKEEPING

3.9.1 Clean-up

All debris in work areas shall be cleaned up daily or more frequently as necessary. Construction debris may be temporarily located in an approved location; however, garbage accumulation must be removed each day.

3.9.2 Dust Control

In addition to the dust control measures required elsewhere in contract documents, dry cutting of brick or masonry shall be prohibited. Wet cutting must address control of water run off.

3.10 ACCIDENT SCENE PRESERVATION

For serious accidents and accidents involving weight handling equipment, ensure the accident site is secured and evidence is protected remaining undisturbed until released by the Contracting Officer.

3.11 QUALITY CONTROL

Quality Control and Safety are supporting complimentary functions. Include safety activities and documentation of meetings and site safety inspection as a part of Quality Control activities and QC Daily report required in Section 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL.

3.12 SAFE ACCESS AND FALL PROTECTION

Furnish ladders, nets, guard rails and other required fall protection equipment to provide safe access and fall protection in accordance with Section SAFE ACCESS AND FALL PROTECTION of COE EM 385-1-1. Furnish personal protective equipment of body harnesses, lanyards, lifelines in accordance with subparagraph "Lineman's equipment" of Section PERSONAL PROTECTIVE AND SAFETY EQUIPMENT of COE EM 385-1-1. Furnish safety and debris nets designed and tested in accordance with paragraph SAFETY AND DEBRIS NETS - DESIGN AND TESTING of Section PERSONAL PROTECTIVE AND SAFETY

EQUIPMENT of COE EM 385-1-1. Identify features of work and work areas with high falling risk requiring fall protection. Examples include: work above six feet; work on scaffolding; work near edges or penetrations of floors; roofs or decks; steel erection; overhead electrical work; dredging; work with construction lift equipment. In preparatory phase review activity hazard analysis, required equipment, employee supervision and supervisor inspection of equipment. In initial phase provide employee training and perform supervisor inspection of PPE and other fall protection equipment. During follow-up phase perform on going supervision and inspection by supervisors, safety and quality control staff.

3.12.1 Fall Protection Training

Train employees exposed to fall hazards in use of PPE, hazard identification, avoidance, and policy to correct hazards. Train Supervisors to inspect fall protection equipment and supervise work to reduce fall risks.

3.13 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.

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SECTION 01780

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SECTION 01780

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 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-02 Shop Drawings

As-Built Drawings; G|COR

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of 4 sets of electronic CADD drawing files in the specified format, 1 set of mylar drawings, 2 sets of blue-line prints of the mylars, 1 set of the approved working as-built drawings, and 2 CD-ROMs containing scanned .tif files scanned from the approved working as-built drawings.

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

1.2.1.1 Government-Furnished Materials

One set of electronic CADD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the Preconstruction Conference for projects requiring CADD file as-built drawings.

1.2.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times.

Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. All mechanical and electrical changes due to field Request for Information (RFI) process, equipment shop drawings reflecting modified data due to submittal and approval process, and contract field and design modifications shall be incorporated in the as-built mark-up drawings. Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. The working and final as-built drawings shall show, but shall not be limited to, the following information:

a. The actual location, kinds and sizes of all subsurface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

b. The location and dimensions of any changes within the building structure.

c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

i. Systems designed or enhanced by the Contractor; such as, but not

limited to, HVAC controls, fire alarm, fire sprinkler, irrigation systems, pumping equipment, hydraulic operating system, fuel system, electrical controls, one-line diagram telemetry and SCADA system, conduit and piping layout, etc.

j. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.

(1) Directions in the modification for posting descriptive changes shall be followed.

(2) A Modification Circle shall be placed at the location of each deletion.

(3) For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.

(4) For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.

(6) For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.

(7) The Modification Circle size shall be 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.2.1.3 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.2.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions,

and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished by incorporating the same CADD program/system used to prepare the contract design set. The Contractor will be furnished Microstation design files. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall use the electronic design files provided by the Government at the Preconstruction Conference to prepare changes and additions to the electronic as-constructed drawings. New drawings added to the original set of drawings shall be prepared in the same CADD format used to create the original files provided by the Government. The Contractor shall not translate or change the Government-furnished files from original formats. As-built record changes shall be recorded using the manufacturer's program in which the original files were created. The Contractor shall be responsible for providing all programs and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

a. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Preconstruction Conference. Marked-up changes shall be made only to those renamed files. The renamed files corrected to reflect the "as-built" condition are hereafter referred to as "as-constructed" design files.

b. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked either "AS-BUILT" drawing denoting no revisions on the sheet or "REVISED AS-BUILT" denoting one or more revisions. Original contract drawings shall be dated in the revision block. The Contractor shall sign the cover sheet of the marked-up drawings in the following manner: "I CERTIFY THAT THESE CORRECTED DRAWINGS INDICATE CONSTRUCTION AS ACTUALLY PERFORMED AND ARE AN ACCURATE REPRESENTATION OF THE SPECIFIED WORK. THESE CORRECTED DRAWINGS ARE APPROVED FOR PREPARATION OF AS-BUILT CONSTRUCTION DRAWINGS."

c. Within 30 days after Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of blue-lined prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 20 of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of 4 sets of "as-constructed" design files in Microstation format on compact disc,

read-only memory (CD-ROM); 1 set of mylars; 2 sets of blue-line prints; 1 set of the approved working as-built drawings; and, 2 CD-ROMs containing scanned .tif files scanned from the approved set of working as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Scanned .tif files produced from the approved working as-builts shall be of high resolution and quality which is easily readable. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

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SECTION 02325

DREDGING

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all excavation and disposal of all material as specified herein or indicated on the drawings. This scope also includes all necessary measures for protection of the environment. Environmental protection requirements under this contract are as important to overall completion of the work as other technical aspects. Failure to meet the requirements of these specifications for environmental protection may result in work stoppages or termination for default. No part of the time lost due to any such work stoppages shall be made the subject of claims for extensions of time or for excess costs or damages by the Contractor. If the Contractor fails or refuses to promptly repair any damage caused by violation of the provisions of these specifications, the Contracting Officer may have the necessary work performed and charge the cost thereof to the Contractor.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE EM 1110-1-1000	(1993) Photogrammetric Mapping
COE EM 1110-1-1002	(1990) Survey Markers and Monumentation
COE EM 1110-1-1003	(1996) NAVSTAR Global Positioning System Surveying
COE EM 1110-1-1004	(1994) Deformation Monitoring and Control Surveying
COE EM 1110-1-2909	(1998; Chg 2) Geospatial Data and Systems
COE EM 1110-2-1003	(2002) Hydrographic Surveying

FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (FBPSM)

FBPSM	Minimum Technical Standards, Chapters 177, 472, 61G17

TRI-SERVICE STANDARDS (TSS)

TSS (2001) A/E/C CADD Standards

1.3 SUBMITTALS

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

SD-01 Preconstruction Submittals

Dredged Material Disposal, Design and Construction Plan; G|EDL

The contractor shall provide a detailed description (appropriate drawings and narrative) of his work plan for containing dredged material at the upland sites shown on the plans. Show detail of all structures to be incorporated for the purpose of containment, dewatering, and control of turbidity.

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. Coast Guard for information concerning the position to which the aids will be relocated.

SD-02 Shop Drawings

Upland Disposal Facilities; G|EDL

Detail drawings (and specifications, if applicable) shall be submitted showing the proposed disposal facility including, but

not limited to, dike details, excavation details (if any), sources of fill material (if any), weir details, and details related to control of turbidity at the return water outfall location.

SD-07 Certificates

Electronic Tracking System Data

The Contractor shall furnish required discs, CD-ROM, and charts to the Contracting Officer.

Equipment and Performance Data

The Contractor shall furnish proof of electronic positioning equipment calibration to the Contracting Officer.

Notification of Discovery of Historical Period Shipwreck Sites

The Contractor shall immediately notify the Contracting Officer if any shipwreck, artifact, or other objects of antiquity that have scientific or historical value, or are of interest to the public, are discovered, located, and/or recovered.

Notice of Need for Dredging Survey

The Contractor shall give 3 weeks advance notice, in writing, to the Contracting Officer of the need for a pre-dredging survey or after-dredging survey for final acceptance for each acceptance section.

Daily/Monthly Report of Operations

The Contractor shall prepare and submit two (2) copies of the Daily Report of Operations, using either ENG Form No. 27A or ENG Form No. 4267, for each dredge and/or unloader working. This report shall be submitted on a daily basis and not in groups (groups = multi-days reports packaged together at one time). A copy of these forms are on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below. In addition to the daily report, the Contractor shall prepare a Monthly Report of Operations for each month or partial month's work on either ENG Form No. 27A or ENG Form No. 4267. The monthly report shall be submitted on or before the 7th of each month, consolidating the previous month's work. Upon completion of the job, the Contractor shall submit a consolidated job report, combining the monthly reports. The Contractor shall distribute one copy of each report to the District Engineer; ATTN: CESAJ-EN-C; U.S. Army Engineer District, Jacksonville, P.O. Box 4970; Jacksonville, Florida 32232-0019. Reports shall be submitted on a monthly basis with daily reports accompanying the monthly report and job report.

Additionally, one copy of the form(s) shall be maintained by the Contractor on the dredge(s) for the Contracting Officer's inspection purpose. Further instructions on the preparation of

the reports will be furnished at the Preconstruction Conference.

Notice of Misplaced Material

The Contractor shall notify the U.S. Coast Guard Marine Safety Office of any misplaced material as stated in the Clause OBSTRUCTION OF NAVIGABLE WATERWAYS of Section 00700 CONTRACT CLAUSES.

Declaration of Inspection Stateside

Refer to paragraph FUEL OIL TRANSFER OPERATIONS below for submittal.

1.4 DREDGING RESTRICTIONS

1.4.1 Order of Work

There is no specific order of work for this project. The dredging performed by all dredges shall be continuous within reaches approved by the Contracting Officer.

1.4.2 Special Dredging Requirements

The areas adjacent to the banks of the channel are very densely populated by environmental resources such as corals, sea grasses, conch, lobster, etc. It is imperative that the dredging and transporting of dredged material through these areas be accomplished with as little environmental impact as possible. The environmental community of Key West will be represented by the Florida Keys National Marine Sanctuary (FKNMS). FKNMS will be available for consultation and assistance with avoiding impacts to sensitive resources. The point of contact for FKNMS is Lauri Maclaughlin at 305-852-7717 ext-27. However, FKNMS has no authority to direct the contractor under this contract. Therefore, the contractor should not interpret any consultation or discussion with FKNMS as directing his operations. If the contractor suspects that such consultation will result in potential impacts to the terms and conditions of this contract, he must coordinate with the Contracting Officer's Representative prior to taking any action

1.4.2.1 Equipment

In order to protect resources along the channel banks, the contractor shall employ mid-line flotation devices (pennant buoys) on the dredge swing anchor lines unless the anchor is placed within the toes of the channel. The purpose of the flotation device is to hold the anchor line off the bottom of the channel banks and surrounding areas in order to minimize impacts to corals and other resources.

1.4.2.2 Contracting Officer Directed Work Site Relocations

If relocation of the dredge is directed by the Contracting Officer for the purpose of protecting environmental resources, the contractor shall relocate his operations to a location acceptable to the Contracting

Officer. Each such event will be considered a Contracting Officer Directed Work Site Relocation. Each event is estimated to have a duration of 2 hours. Liquidated damages will not be assessed for delays associated with Contracting Officer Directed Work Site Relocations. This paragraph does not cover relocations that may result from exceeding turbidity standards.

1.4.3 Transportation of Material

Water and dredge material shall not be permitted to overflow or spill out of barges or hopper dredges during transport to the disposal site.

1.5 PUMPING OF BILGES

Contractors are warned that pumping oil or bilge water containing oil into navigable waters, or into areas which would permit the oil to flow into such waters, is prohibited by Section 13 of the River and Harbor Act of 1899, approved 3 March 1899 (30 Stat. 1152; 33 U.S.C. 407). Violation of this prohibition is subject to the penalties under the referenced Acts.

1.6 HISTORICAL PERIOD SHIPWRECK SITES

If any shipwreck, artifact, or other objects of antiquity that have scientific or historical value, or are of interest to the public, are discovered, located, and/or recovered, the Contractor acknowledges that:

a. The site(s), articles, or other materials are the property of the State of Florida, with title vested in the Department of State, Division of Historical Resource; and that,

b. He will immediately notify the Contracting Officer.

1.7 UTILITY CROSSINGS

1.7.1 General

It is the Contractor's responsibility to investigate the location of all utility crossings. The Contractor shall take precautions against damages which might result from his operations in the vicinity of the utility crossings. If any damage occurs as a result of his operations, the Contractor will be required to suspend dredging until the damage is repaired and approved by the Contracting Officer. Costs of such repairs and downtime of the dredge and attendant plant shall be at the Contractor's expense.

1.8 PERMITS

The Contractor's attention is directed to the Clause PERMITS AND RESPONSIBILITIES of Section 00700 CONTRACT CLAUSES and the paragraph PERMITS AND AUTHORIZATIONS of Section 01355 ENVIRONMENTAL PROTECTION.

1.9 FUEL OIL TRANSFER OPERATIONS

In accordance with U.S. Coast Guard regulations (33 CFR 156.120), couplings used in fuel oil transfer operations on any vessel with a capacity of 250

or more barrels of oil shall be either a bolted or full-threaded connection; or a quick-connect coupling approved by the Commandant; or an automatic back-pressure shutoff nozzle used to fuel the vessel. An executed fuel oil transfer (Declaration) form signed by the tanker operator shall be submitted to the Contracting Officer for each refueling operation. The U.S. Coast Guard shall also be notified prior to any refueling. A copy of the Declaration of Inspection for Refueling is on the web site indicated in the paragraph CONSTRUCTION FORMS AND DETAILS below.

1.10 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (COMDTINST M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

1.11 NOTICE TO MARINERS -- DREDGING CONTRACTS

Should the Contractor, during operations, encounter any objects on the channel bottom which could be a hazard to navigation, the Contractor shall immediately notify the Contracting Officer as to the location of said object and shall provide any other pertinent information necessary for the Contracting Officer to prepare and issue a Notice to Mariners.

1.12 FINAL CLEANUP

Final cleanup, as stated in the paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK of Section 00700 CONTRACT CLAUSES, shall include the removal of all the Contractor's plant and equipment either for disposal or reuse. Plant and/or equipment and/or materials to be disposed of shall ONLY be disposed in a manner and at locations approved by the Contracting Officer. Unless otherwise approved by the Contracting Officer, the Contractor will not be permitted to abandon any equipment in the disposal area or other areas adjacent to the worksite.

a. Failure to promptly remove all plant, pipeline, equipment, and materials upon completion of the dredging will be considered a delay in the completion of the final cleanup and demobilization work. In such case, the Government will exercise its right as stated in Clause DEFAULT (FIXED-PRICE CONSTRUCTION) of Section 00700 CONTRACT CLAUSES to remove any plant and/or equipment and/or materials at the Contractor's expense.

1.13 WORK VIOLATIONS

Work done in violation of these specifications or a verbal or written stop order of the Contracting Officer will be considered as unsatisfactory progress for purposes of progress payments in accordance with Clause PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS of Section 00700 CONTRACT CLAUSES.

PART 2 PRODUCTS

2.1 Character of Materials

a. Materials to be removed under this contract are described in Section 00320.

b. Due to typical harbor activities, debris such as trash, rope, chain, cable, tires, miscellaneous scrap metal, etc., may be encountered in the channel and turning basins. During the 2003 drilling operations, a 35 foot section of 2 inch steel drill rod was lost in the west end of the Turning Basin at location X = 385,174, Y = 80,379. The swift channel currents may have relocated the casing from its original location. All such materials shall be brought to the surface and be disposed of in a manor approved by the Contracting Officer's Representative in a disposal area obtained by the Contractor.

PART 3 EXECUTION

3.1 NOTIFICATION OF COAST GUARD

3.1.1 Navigation Aids

Navigation aids located within or near the areas required to be dredged will be removed, if necessary, by the U.S. Coast Guard in advance of dredging operations. The Contractor shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid of navigation.

3.1.2 Dredging Aids

The Contractor shall obtain approval from the U.S. Coast Guard for all buoys, dredging aid markers to be placed in the water, and dredging aid markers affixed with a light prior to the installation. Dredging aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigation aids.

3.1.3 Surveillance of Ocean Disposal

a. The Contractor shall notify the local Coast Guard Captain of the Port at least 5 calendar days prior to the first ocean disposal. The notification will be by certified mail with a copy to the Contracting Officer. The following information shall be included in the notification:

(1) Project designation; Corps of Engineers' Contracting Officer's name and contract number; and, the Contractor's name, address, and telephone number.

(2) Port of departure.
(3) Location of ocean disposal area.
(4) Quantity of material to be deposited in ocean.
(5) Schedule for ocean disposal, giving date and time proposed for first ocean disposal.

b. The Contracting Officer may require dump monitoring personnel to be on board the tow or dump vessel during complete cycles of loading, travel and disposal in the ocean. The monitoring personnel will check the disposal of the material and obtain any necessary dredged material samples. Meals, as normally provided to the crew, will be served to the monitoring personnel on board. Any charge for these meals will be paid by the Government at a rate of $1.75 per person for each meal.

3.2 WORK AREA

3.2.1 Access

The Contractor shall be responsible for providing and maintaining access necessary for his equipment and plant to and from the work site, mooring area, and disposal area. The Contractor shall ascertain the environmental conditions which can affect the access such as climate, winds, currents, waves, depths, shoaling, and scouring tendencies.

3.2.2 Protection of Existing Waterways

The Contractor shall conduct his operations in such a manner that material or other debris are not pushed outside of dredging limits or otherwise deposited in existing side channels, basins, docking areas, or other areas being utilized by vessels. The Contractor will be required to change his method of operations as may be required to comply with the above requirements. Should any bottom material or other debris be pushed into areas described above, as a result of the Contractor's operations, the same must be promptly removed by and at the expense of the Contractor to the satisfaction of the Contracting Officer.

3.2.3 Adjacent Property and Structures

Any damage to private or public property or structures resulting from the disposal or dredging operations shall be repaired promptly by the Contractor at his expense. Any damage to structures as a result of Contractor's negligence will result in suspension of dredging and require prompt repair at the Contractor's expense as a prerequisite to the resumption of dredging. Details for dredging adjacent to structures are shown on the contract drawings.

3.2.4 Subaqueous Cable Crossings

The Contractor shall be responsible for verifying the locations and depths of all utility crossings and take precautions against damages which might result from his operations, especially the sinking of dredge spuds and/or anchors into the channel bottom, in the vicinity of utility crossings. If any damage occurs as a result of his operations, the Contractor will be required to suspend dredging until the damage is repaired and approved by

the Contracting Officer. Costs of such repairs and downtime of the dredge and attendant plant shall be at the Contractor's expense.

3.3 TURBIDITY STANDARDS AND COMPLIANCE

3.3.1 Turbidity Monitoring

Turbidity monitoring will be performed by an independent contractor hired by the government. The turbidity monitoring results will be reported in Nephelometric Turbidity Units (NTU) and will be measured using a standard Nephelometer and will be provided to the dredging contractor on a real time basis so that dredging operations can be adjusted accordingly. The dredging contractor shall be responsible for meeting all turbidity standards as set forth below.

3.3.2 Turbidity Standards

If turbidity exceeds 29 NTU above background at any time at the compliance point, work will stop immediately. If turbidity exceeds 15, but is less than 29 NTU above background at the compliance point, a retest will be conducted every 15 minutes. If turbidity remains stable (at plus or minus 2 NTU) or declining, monitoring will continue every 15 minutes. If turbidity remains 15 NTU or more above background at the 4th retest work will immediately stop. If turbidity drops to less than 15 NTU above background at the 4th retest monitoring will continue every 15 minutes. If turbidity has not returned to background at the end of 3 hours work will cease until the cause is identified and corrected and turbidity returns to background levels. If, during monitoring, turbidity increases at a rate greater than 2 NTU for three successive retests work will immediately stop.

3.3.2.1 Compliance Points

In the following discussion of compliance points, the cutter-head, drag-head, or bucket of the dredge, as well as any overflow from the dredge or scow, is considered to be a point of discharge.

For Cut-C, Cut-C Widener (Turning Basin), and Truman Harbor:
A point 150 meters down current from point of discharge or nearest edge of resource down current from point of discharge, which ever is closer. However, the compliance point will be no closer than 100 meters down current from the discharge point.

For Cut-B, Cut-A, and the Main Ship Channel:
A point 150 meters down current from point of discharge or nearest edge of resource down current from point of discharge, which ever is closer. However, the compliance point will be no closer than 50 meters down current from the discharge point.

3.3.3 Additional Turbidity Standards

In the following discussion of additional turbidity standards, the cutter-head, drag-head, or bucket of the dredge, as well as any overflow from the dredge or scow, is considered to be a point of discharge.

Within the Key West Harbor Federal Channel Limits, if turbidity exceeds background at a point 1500 meters down current from the point of discharge, work shall stop immediately.

Outside the Key West Harbor Federal Channel Limits, if turbidity exceeds background at a point 300 meters on either side of the dredge, measured perpendicular to the channel or perpendicular to direction of current if the dredge is in Cut-C or Truman Harbor, from the point of discharge, work shall stop immediately.

For the Fleming Key Disposal Site Discharge, if turbidity exceeds background at a point 150 meters down current from the point of discharge or the edge of any seagrass beds or coral/sponge communities (whichever is closer), work shall stop immediately.

3.3.4 Work Delay

Delays in work due to the fault or negligence of the dredging contractor or his 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 DISPOSAL OF EXCAVATED MATERIAL

3.4.1 General

Material excavated shall be transported to and deposited at the disposal sites according to the table of estimated dredging quantities shown on the drawings.

3.4.2 Upland Disposal Area

An upland site is available to the contractor for construction of an upland dredged material disposal facility. The site is located on Fleming Key as shown on the drawings. The contractor shall be responsible for design and construction of a safe and environmentally sound disposal facility. The contractor shall submit for approval a Dredged Material Disposal Design and Construction Plan detailing the contractor's work plan for containing dredged material at the site shown on the drawings and according to the requirements of the specifications. The Dredged Material Disposal Design and Construction Plan shall (at a minimum) show drawings and provide a narrative detailing all features for placement, containment, and dewatering of dredged material, including details for control of turbidity.

The average transportation distance from the dredging area to the upland disposal site is approximately 5 miles and the maximum distance is approximately 9 miles.

3.4.2.1 Restrictions

Truck hauling of excavated material through the streets of Key West and/or

across the bridge to Fleming Key will not be allowed under this contract.

3.4.3 Ocean Dredged Material Disposal Area (ODMDS)

An ODMDS is available to the contractor for dredged material disposal according to the table of estimated dredging quantities shown on the drawings. The center of the ODMDS circle is located at x=~~390,463.85~~390,358 and y=~~18,932.95~~561 (State Plane Feet, Florida East Zone, NAD 1983 coordinates) and the radius is 500 feet. All placement of dredged material at the ODMDS must occur within the ODMDS circle.

The average transportation distance from the dredging area to the ODMDS is approximately ~~10~~13.5 miles and the maximum distance is approximately ~~12~~15.5 miles.

3.3.17 Electronic Tracking System (ETS) for Ocean Disposal Vessels

The Contractor shall furnish an ETS for surveillance of the movement and disposition of dredged material during ~~[~~excavation and ocean disposal~~]~~ ~~[excavation and disposal (nearshore and ocean)]~~. This ETS shall be established, operated and maintained by the Contractor to continuously track in real-time the horizontal location and draft condition of the disposal vessel for the entire dredging cycle, including dredging area and disposal area. The ETS shall be capable of displaying and recording in real-time the disposal vessel's draft and location.

3.4.4 ETS Standards

The Contractor shall provide automated (computer) system and components to perform in accordance with COE EM 1110-1-2909. 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. Horizontal location shall have an accuracy equal to or better than a standard DGPS system, equal to or better than plus/minus 10 feet (horizontal repeatability). Vertical (draft) data shall have an accuracy of plus/minus 0.5 foot. Horizontal location and vertical data shall be collected in sets and each data set shall be referenced in real-time to date and local time (to nearest minute), and shall be referenced to the same state plane coordinate system used for the survey(s) shown in the contract plans. The ETS shall be calibrated, as required, in the presence of the Contracting Officer at the work location before disposal operations have started, and at 30-day intervals while work is in progress. The Contracting Officer shall have access to the ETS in order to observe its operation. Disposal operations will not commence until the ETS to be used by the Contractor is certified by the Contracting Officer to be operational and within acceptable accuracy. It is the Contractor's responsibility to select a system that will operate properly at the work location. The complete system shall be subject to the Contracting Officer's approval.

3.4.5 ETS Data Requirements and Submissions

a. The ETS for each disposal vessel shall be in operation for all dredging and disposal activities and shall record the full round trip for each loading and disposal cycle. (NOTE: A dredging and disposal

cycle constitutes the time from commencement of dredging to complete discharge of the material.) The Contracting Officer shall be notified immediately in the event of ETS failure and all dredging operations for the vessel shall cease until the ETS is fully operational. Any delays resulting from ETS failure shall be at the Contractor's expense.

b. All data shall be collected and stored on 3 1/2-inch discs or CD-ROM(s) in ASCII format and shall be readable by MS Windows compatible software. Each dredging and disposal cycle shall be a separate and distinct ASCII file, labeled by the trip number. More than one file may be stored on the disc(s) or CD-ROM(s).

c. Data shall be collected, during the dredging and disposal cycle, every 500 feet (at least) during travel to the disposal area, and every minute or every 200 feet, whichever is smaller, while approaching within 1,000 feet and within the disposal area.

d. The required digital data to be collected for each dredging and disposal cycle includes the following:

(1) Trip Number
(2) Date
(3) Time
(4) Vessel ID
(5) Vessel Captain
(6) State Plane X Coordinate - in accordance with subparagraph c. above
(7) State Plane Y Coordinate - in accordance with subparagraph c. above
(8) Vessel Draft
(9) Type of Disposal Vessel
(10) Exact State Plane X and Y coordinate at start of dump
(11) Volume of Material Disposed

e. Plot Reporting (2 types):

(1) Tracking Plot - For each disposal event, data collected while the disposal vessel is in the vicinity of the disposal area shall be plotted in chart form, in 200-foot intervals, to show the track and draft of the disposal vessel approaching and traversing the disposal area. The plot shall identify the exact position at which the dump commenced. A sample Track and Draft Plot Diagram is on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below.

(2) Scatter Plot - Following completion of all disposal events, a single and separate plot will be prepared to show the exact disposal locations of all dumps. Every plotted location shall coincide with the beginning of the respective dump. Each dump shall be labeled with the corresponding Trip Number and shall be at a small but readable scale. A sample Scatter Plot Diagram is on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below.

(3) Summary Table - A spreadsheet which contains all of the information described in subparagraph d. above shall be prepared and shall correspond to the exact dump locations represented on the Scatter Plot Diagram. A sample Summary Table spreadsheet is on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below.

f. All digital ETS data shall be furnished to the Contracting Officer within 24 hours of collection. The digital plot files should be in an easily readable format such as Adobe Acrobat PDF file, Microstation DGN file, JPEG, BMP, TIFF, or similar. The hard copy of the ETS data and tracking plots shall be both maintained onboard the vessel and submitted to the Contracting Officer on a weekly basis.

3.4.6 Transportation of Excavated Material

The route between the dredging area and the upland disposal area is very densely populated by environmental resources such as corals, sea grasses, conch, lobster, etc. It is imperative that the dredging and transporting of dredged material through these areas be accomplished with as little environmental impact as possible. The environmental community of Key West will be represented by the Florida Keys National Marine Sanctuary (FKNMS). FKNMS will be available for consultation and assistance with avoiding impacts to sensitive resources. The point of contact for FKNMS is Lauri Maclaughlin at 305-852-7717 ext-27. However, FKNMS has no authority to direct the contractor under this contract. Therefore, the contractor should not interpret any consultation or discussion with FKNMS as directing his operations. If the contractor suspects that such consultation will result in potential impacts to the terms and conditions of this contract, he must coordinate with the Contracting Officer's Representative prior to taking any action.

3.4.7 Placing of Dredged Material

During placement of dredged material in the disposal areas, the Contractor will be required to provide constant radio contact between the dredge and the disposal areas. This will enable the Contractor's personnel at the disposal areas to immediately notify the dredge in the event of dike or pipeline failure. In the event of dike or pipeline failure, the dredging operations shall be immediately suspended and require prompt repair of the dike or pipeline as a prerequisite to the resumption of dredging.

3.4.8 Dredge Pipelines

3.4.8.1 Dredge Discharge Pipeline

The Contractor shall plainly mark the pipeline access routes with conspicuous stakes, targets and/or buoys to be maintained throughout the contract operations. A tight dredge discharge pipeline shall be maintained to prevent spilling of dredged material or dredge water outside of the disposal area. The Contractor shall provide and maintain radio communication between the dredge and the disposal areas and the dredge and the Contracting Officer. The pipeline shall be inspected at least twice daily for leaks. Failure to immediately repair leaks in the discharge

pipeline will result in suspension of dredging operations and require prompt repair of pipeline as a prerequisite to the resumption of dredging. Any damage to private or public property resulting from the Contractor's operations shall be repaired by the Contractor at his expense.

3.4.8.2 Pipeline Route

~~A potential pipeline route is shown on the drawings. The pipeline shall be installed in such a way that impacts to resources are eliminated or minimized. Consultation with the Florida Keys National Marine Sanctuary (FKNMS) regarding avoidance of resources is encouraged.~~A suggested pipeline route for incoming dredged material as well as return water is shown on the drawings. The suggested route does not have an associated width. It is not a required route and does not preclude alternate routes. The pipeline shall be installed in such a way that impacts to resources are eliminated or minimized. Consultation with the Florida Keys National Marine Sanctuary (FKNMS) regarding avoidance of resources is encouraged. Point of contact for FKNMS is Lauri MacLaughlin at 305-852-7717. ext. 27. Coordination with Naval Air Station (NAS) Key West is also encouraged. Point of contact for (NAS) Key West is Ron Demes at 305-293-2488.

3.4.8.3 Anchoring of Pipeline

The pipeline shall be anchored in such a way that impacts to resources are eliminated or minimized. The pipeline anchor system shall be designed and installed so that the entire pipeline system will remain stable during a 50-year storm event.

3.4.8.4 Submerged Pipeline

In the event the Contractor elects to submerge his pipeline, the pipeline shall rest on the bottom, and to the greatest extent possible the top of the submerged pipeline and any anchor securing the submerged pipeline shall be no higher than the project depth for the channel in which the submerged pipeline is placed. If it is not possible to keep any portion of the submerged pipeline below project depth, the contractor shall coordinate with the Coast Guard and the Captain of the Port for proper hazard marking procedures and so that the hazard can be noted in the Notice to Mariners publications. All costs for hazard marking shall be at the Contractor's expense. Should the Contractor elect to use a pipeline material which is buoyant or semi-buoyant, such as PVC pipe or similar low density materials, the Contractor shall securely anchor the pipeline to prevent the pipeline from lifting off the bottom under any conditions. The Contractor shall make daily underwater inspections of ~~the~~all submerged pipeline to ensure buoyancy has not loosened the anchors and to ensure that there are no leaks in the pipeline. The Contractor shall remove all anchors when the submerged pipeline is removed. The location of the entire length submerged pipeline shall be marked with signs, buoys, lights, and flags conforming to U.S. Coast Guard regulations.

3.4.8.5 Floating Pipeline

Should the Contractor's pipeline not rest on the bottom, it will be considered a floating pipeline and shall be visible on the surface and

clearly marked. In no case will the Contractor's pipeline be allowed to fluctuate between the surface and the bottom, or lie partly submerged. Lights shall be installed on the floating pipeline as required in paragraph SIGNAL LIGHTS above. The lights shall be supported either by buoys or by temporary piling, provided by the Contractor and approved by the Contracting Officer. Where the pipeline does not cross a navigable channel, the flashing yellow all-around lights shall be spaced not over 200 feet apart, unless closer spacing is required by U.S. Coast Guard personnel, in which case the requirements of the U.S. Coast Guard shall govern, at no additional cost to the Government.

3.4.8.6 Pipeline Road Crossings

Location of the spoil area makes it necessary to cross roads (including streets) the Contractor shall provide suitable, approved, roadway crossings over his pipeline and upon completion of the use of the crossing he shall promptly repair any damage caused by his operations to pavements, culverts, ditches, bridges or other structures. Wherever practicable pipelines shall be passed under roads through existing bridges. At other road crossings approved ramps or subsurface crossings shall be constructed and maintained as directed by the Contracting Officer and in accordance with regulations of the Naval Station and the requirements of the City or State. The Contractor shall obtain written permission from the Public Works Officer of the Naval Station or the City Engineer, (as appropriate) to make pipeline road crossings (except at crossings under bridges), and furnish a copy of the permission to the Contracting Officer. The Contractor shall be required to provide and maintain warning signs, lights and watchmen as directed and required by existing regulations of the Naval Station or the City Engineer, for the convenience and safety of the traveling public and he shall assume all liability for personal injury and loss or damage to property caused by or resulting from his operations. Upon completion of the use of the pipeline road crossings, the roads, including the subgrade, pavement, shoulders and drainage features, shall be restored to a condition as good as existed just prior to the construction of the crossing. Before final payment is made, the Contractor shall furnish the Contracting Officer a written statement from the Naval Station Public Works Officer or City Engineer, as appropriate, to the effect that roads affected by his pipeline road crossings have been repaired to his satisfaction.

3.4.9 Booster Pumps

Any booster pumps installed by the Contractor shall be located at least 300 feet from any residential-type building or house. Booster pumps, their prime movers, and any auxiliary equipment shall be fitted or equipped with mufflers, noise control enclosures, or other engineering noise control methods, measures, and features such that steady noise emanating from this equipment does not exceed 85 decibels on the A scale at slow response, and impulsive noise does not exceed 140 decibels. Such items shall be maintained throughout the course of the work.

3.4.10 Misplaced Materials

Dredged material deposited outside of the disposal area(s) shown on the drawings are misplaced materials. Any event that results in misplaced

materials shall be immediately reported to the Contracting Officer. The contractor shall be responsible for removal of all such misplaced material at his own expense. However, the details and method for removal shall be coordinated with the Contracting Officer before initiating removal.

3.5 REQUIRED DEPTH, ALLOWABLE OVERDEPTH, AND SIDE SLOPES

3.5.1 Required Depth

The material actually removed from the designated areas to be dredged, to a depth of not more than the required depth shown on the drawings, will be estimated and paid for in accordance with the provisions contained in the subparagraphs "Measurement" and "Payment" of Section 01270 MEASUREMENT AND PAYMENT.

3.5.2 Allowable Overdepth

To cover the inaccuracies of the dredging process, material actually removed from the designated areas to be dredged, to a depth below the required depth of not more than the allowable overdepth shown on the drawings, will be estimated and paid for in accordance with the provisions contained in the subparagraphs "Measurement" and "Payment" of Section 01270 MEASUREMENT AND PAYMENT.

3.5.3 Side Slopes

Although dredging of side slope material may be necessary to provide the required project channel dimensions (depth and width), the side slopes shown on the drawings are provided for payment purposes only. Side slopes cut in rock are assumed to be vertical. In order to accommodate sandy or silty material in the side slopes, the box cut method will be allowed. However, if a box cut is used, it must be accomplished by digging extra depth; not extra width. No dredging outside the channel limits will be allowed. Material actually removed, within the limits approved by the Contracting Officer, to provide for final side slopes not flatter than that shown on the contract drawings, but not in excess of the amount originally lying above this limiting side slope, will be measured and paid for in accordance with the provisions contained in subparagraphs "Measurement" and "Payment" of Section 01270 MEASUREMENT AND PAYMENT. Such amount will be estimated and paid for assuming a box cut dredging method is employed whereby a space is dredged below the allowable side slope plane on the bottom of the slope for upslope material capable of falling into the cut. End slopes and transition slopes will not be estimated or paid for under this contract. In such cases, a 0 horizontal on 1 vertical will be used with no upslope allowance provision applied outside the required prism.

3.5.4 Excessive Dredging

Material taken from beyond the limits as described in subparagraphs "Allowable Overdepth" and "Side Slopes" above, will be deducted from the total amount dredged as excessive overdepth dredging, or excessive side slope dredging, for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of the paragraphs FINAL

EXAMINATION AND ACCEPTANCE or SHOALING of this Section.

3.5.5 Areas to be Dredged

Based on information currently available to the Government, areas known to require dredging are depicted on the drawings as crosshatched areas. The actual areas to be dredged may vary from the crosshatched areas shown in the drawings. In order to provide the required project dimensions within and throughout the project limits shown on the drawings, the Contractor shall remove material located within the project limits as directed by the Contracting Officer, regardless of whether the material is located in a crosshatched area or not. Payment for all dredged material, regardless of whether it is dredged from a crosshatched area or a non-crosshatched area, will be made at the applicable contract unit price.

3.6 SURVEYS

3.6.1 General

The Contracting Officer shall be notified, in writing, 10 days in advance of the need for pre-dredging and after-dredging surveys. Surveys will be performed in accordance with the paragraph QUANTITY SURVEYS of Section 00700 CONTRACT CLAUSES; paragraph LAYOUT OF WORK of Section 01110 SUMMARY OF WORK; Section 01452 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL; COE EM 1110-1-1000, COE EM 1110-1-1002, COE EM 1110-1-1003, COE EM 1110-1-1004, COE EM 1110-1-2909, and COE EM 1110-2-1003; FBPSM; and, TSS. A copy of the EM's can be downloaded from the following web site: http://www.usace.army.mil/inet/usace-docs/eng-manuals/em.htm. A copy of the TSS can be downloaded from the following web site: http://tsc.wes.army.mil.

3.6.2 Contractor Representative

All in-place measurement surveys and final acceptance sweep surveys will be performed with a representative of the Contractor on board the Government platform during the full execution of the survey. No in-place measurement or final acceptance sweep survey will be performed without a representative of the Contractor on board the survey vessel. The Contractor's representative shall be fully knowledgeable in offshore construction subsurface surveying procedures, techniques, equipment, and horizontal and vertical calibration methods, and state-of-the-art horizontal and vertical accuracy limitations. The Contractor's representative shall observe and review, in progress, the adequacy and accuracy of the survey for in-place payment purposes, and for the potential existence of collusion, fraud, or obvious error in the data.

3.6.3 Survey Certification

a. Immediately upon completion of any survey, the Contractor's representative shall, based on his on-site review of the survey execution, determine that the survey contains no evidence of collusion, fraud, obvious error, and that subsequent horizontal and vertical corrections are accurately annotated on the subsurface record.

b. The Contractor's authorized representative shall bring aboard the survey vessel a blank copy of the Certification Statement and shall attest to an acceptable survey by signing the Certification Statement before leaving the vessel. Sample copy of the Certification Statement is on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below.

c. In the event the Contractor's authorized representative observes (and quantifies) specific documentary evidence of either fraud, collusion, or obvious error, the survey will be immediately rerun. Resurveys will totally supersede any previously run survey and will be run over the full reach of any particular Acceptance Section.

d. If acceptability is not acquired after performing one resurvey of an Acceptance Section, a meeting shall be held between the Contractor and the Contracting Officer to expeditiously resolve the issue causing rejection of the survey. Contractor equipment and personnel standby time to resolve acceptability of the survey shall be at the Contractor's expense.

e. In no case shall a previously unacceptable survey be later judged acceptable by the Contractor; unless such a reassessment/reevaluation is performed within 24 hours after the original survey, and prior to initiating any resurvey action based upon identifiable collusion, fraud, or obvious error.

f. Should the Contractor or his authorized representative refuse to certify to the acceptability of a survey for contract payment without identifiable collusion, fraud, or obvious error, then the following actions will follow:

(1) Preconstruction (pre-dredging) Survey: Excavation shall not commence until representatives of the Contractor and Contracting Officer have met and resolved the basis for refusal of certification. Should the Contractor commence excavation prior to obtaining an acceptable survey, he shall be liable for any excavation performed. If a resurvey is performed, and accepted, prior excavation will not be measured, estimated, or paid for.

(2) Post-Construction (after-dredging) Survey: The 3-week survey window allowed under subparagraph "Measurement" of Section 01270 MEASUREMENT AND PAYMENT will be indefinitely extended until a final survey is accepted. Any material accretion which might occur due to such a time extension will neither be measured, estimated, or paid for.

(3) Refusal to Certify: Contractor equipment and personnel standby time to resolve his refusal to certify to the acceptability of a survey when there is no identifiable collusion, fraud, or obvious error shall be at the Contractor's expense and resultant delays shall not be the basis for time extensions of the contract.

g. Intermediate surveys taken between the pre-dredging and

post-dredging surveys will not be considered for the purposes of determining quantities for final payment and acceptance of the area dredged.

3.7 INSPECTION

3.7.1 Quality Assurance Representative (QAR)

The QAR shall be notified prior to the establishment of horizontal control work (baseline layout, ranges, station flags, shore-based control for EPS/RPS, etc.) and vertical control work (tide staff(s), upland cross sections, construction elevations top/invert, maximum/minimum elevations of dredged materials within disposal area(s), etc.), but the presence or absence of the QAR shall not relieve the Contractor of his responsibility for proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any QAR, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the paragraph FINAL EXAMINATION AND ACCEPTANCE of this Section.

b. To furnish, on the request of the Contracting Officer or any QAR, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant. The Contractor should expect around-the-clock QAR coverage for this project and should expect to provide such suitable transportation on a 3 shift per day basis.

3.7.2 Failure to Comply

In conjunction with the Clause INSPECTION OF CONSTRUCTION of Section 00700 CONTRACT CLAUSES, should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer and the cost thereof will be deducted from any amounts due or to become due the Contractor.

3.8 FINAL EXAMINATION AND ACCEPTANCE

3.8.1 Final Examination of Work

As soon as practicable and no later than three (3) weeks after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate of dredging. The Contractor or his authorized representative will be notified

when soundings and/or sweepings are to be made and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent soundings or sweeping operations will be charged against the Contractor at the rate of $5,500 per day for each day in which the Government plant is engaged in sounding or sweeping and/or is enroute to or from the site or held at or near the said site for such operation.

3.8.1.1 Special Tolerance

Due to the special restrictions on box cutting, provided in paragraph "Side Slopes", which may impede the contractors ability to achieve required depth along the toe of the channel, a special tolerance will be allowed. The contractor shall make a good faith effort to achieve required depth up to the very toe of the channel. However, requirements for final examination and acceptance will be relaxed within three feet of the toe of channel or basin.

3.8.2 Final Acceptance

Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

3.9 SHOALING

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

3.10 CONTINUITY OF WORK -- DREDGING OF ROCK

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

3.11 NOISE CONTROL

All equipment and dredges, boats, and tugs used on this work shall be equipped with satisfactory mufflers or other noise abatement devices. The

Contractor shall conduct his operations so as to comply with all Federal, State and local laws pertaining to noise. The use of horns and whistle signals shall be held to the minimum necessary in order to ensure as quiet an operation as possible.

3.12 DREDGE SAFETY

During dredging operations the Contractor's dredge shall have a current Certificate of Inspection issued by the U.S. Coast Guard.

3.13 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.

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