



**US Army Corps
of Engineers** ®
Portland District

**Invitation for Bid
W9127N23B0008**

Cathlamet Bay, Astoria
Clatsop County, OR

Tongue Point Access Channel Maintenance Dredging 2023

Project Manual

TONGUE POINT ACCESS CHANNEL MAINTENANCE DREDGING 2023
CATHLAMET BAY, ASTORIA
CLATSOP COUNTY, OR

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TONGUE POINT ACCESS CHANNEL MAINTENANCE DREDGING 2023
CATHLAMET BAY, ASTORIA
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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W9127N23B0008	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 30-May-2023	PAGE OF PAGES 1 OF 41
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY CODE W9127N USACE, PORTLAND DISTRICT 333 SW 1ST AVE PORTLAND OR 97204 TEL: FAX:	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME KRISTEL M FLORES	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 503-808-4664
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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):*

 PROJECT: Tongue Point Access Channel Maintenance Dredging 2023

 LOCATION: Tongue Point, Cathlamet Bay, Astoria, Oregon

 MAGITUDE OF CONSTRUCTION: Between \$5,000,000 and \$10,000,000

 NAICS: 237990

 SOCIO-ECONOMIC: Total Small Business Set-Aside

 In accordance with FAR 14.101(e) award will be made considering only price and the price-related factors included in the invitation.

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.5211-10 _____.)</i>	
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 7
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

 A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 12:00 PM *(hour)*
 local time 29 Jun 2023 *(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 ☒ 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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
CODE FACILITY CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
					17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(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.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE		
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> 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.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes 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 <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		TEL: EMAIL:			31B. UNITED STATES OF AMERICA BY		
								31C. AWARD DATE		

Section 00 10 00 - Solicitation

TOTAL PROPOSED PRICE

TOTAL PROPOSED PRICE FOR MANDATORY LINE ITEMS

\$ _____

TOTAL PROPOSED PRICE FOR OPTIONAL LINE ITEMS

\$ _____

TOTAL PROPOSED PRICE FOR ALL LINE ITEMS

\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization FFP FOB: Destination PSC CD: Y1KF	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Tongue Point Access Channel, FFP Outer Shoal STA 00+15 to STA 00+35, Pre/Post Dredge Survey, In-Water Placement				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	First 65,000 Cubic Yards FFP FOB: Destination PSC CD: Y1KF	65,000	Cubic Yard		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Above 65,000 Cubic Yards FFP FOB: Destination PSC CD: Y1KF	25,000	Cubic Yard		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Tongue Point Access Channel, FFP Inner Shoal STA 00+35 to STA 01+32, Pre/Post Dredge Survey, In-Water Placement				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		475,000	Cubic Yard		
	First 475,000 Cubic Yards				
	FFP				
	FOB: Destination				
	PSC CD: Y1KF				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		75,000	Cubic Yard		
	Above 475,000 Cubic Yards				
	FFP				
	FOB: Destination				
	PSC CD: Y1KF				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Remote Video Monitoring System FFP FOB: Destination PSC CD: Y1KF	1	Job		

NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	15-DEC-2023	1	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A
0002AA	15-DEC-2023	65,000	N/A FOB: Destination	
0002AB	15-DEC-2023	25,000	N/A FOB: Destination	
0003	N/A	N/A	N/A	N/A
0003AA	15-DEC-2023	475,000	N/A FOB: Destination	
0003AB	15-DEC-2023	75,000	N/A FOB: Destination	
0004	15-DEC-2023	1	N/A FOB: Destination	

Section 00 21 00 - Instructions

E-VERIFY

The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the Everify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award.

BIDDER INQUIRIES

BIDDER INQUIRIES

All inquiries regarding this solicitation are to be submitted via ProjNet-Bidsm. Telephone and email inquiries will not be accepted. ProjNet-Bidsm is a web-based program that allows bidders to post questions regarding the solicitation and to view all questions by other bidders and answers by USACE. ProjNet-Bidsm can be accessed through ProjNet-sm at <https://www.projnet.org/projnet/>. To access the ProjNet-Bidsm website the first time:

- 1) Click the Bid tab
- 2) Click Bidder Inquiry. (The Agency is USACE.)
- 3) Enter the following information for access:

The Bidder Inquiry Key **2M25H7-IP55S3**

Valid business contact information (e.g. Company name, contact person, business address, phone number and email address). (required on first project only)

Establish secret question and answer which will be used as a password. (required on first project only)

- 4) For subsequent access use your email address, the Bid Inquiry Key and response to the secret question to access the ProjNet-Bidsm Module.

- 5) Submit questions or review questions and answers. (A bidder who submits a question will receive an automated email notification that their question has been received. When an answer is posted to a question, the question and answer is then available for all other bidders to review.

- 6) For a specific step-by-step for POSTING YOUR INQUIRIES, is available in the Reference link on the Contract Viewer.

- 7) For questions about the ProjNet-Bidsm, please contact the Call Center help desk toll free at 1-800-428-HELP, which operates from 8AM to 5PM (Central US time zone). ProjNet questions can also be emailed to the helpdesk at staff@rcesupport.com. No response will be posted to inquiries after the Close of Business on the week preceding the solicitation due date. All bidders will be held to have reviewed the questions and responses in ProjNet-Bidsm prior to bid submission. Nothing in the solicitation is changed unless an amendment is sent out.

ELECTRONIC SUBMISSION INSTRUCTIONS

HARD COPY SUBMISSIONS WILL NOT BE CONSIDERED.

Bids are due no later than the time and date specified in Block 13 of Standard Form 1442, or SF 30 if applicable.

Bids received at the Government Point of Entry after the date and time in block 13.A. of the solicitation will be considered a late bid, and will not be considered for award.

Offeror shall submit its Bid via email to Kristel Flores at kristel.m.flores@usace.army.mil and Andrea Smothers at andrea.k.smothers@usace.army.mil. Offerors should enter a description for every file submitted. For files over 20 megabytes (MB) the offeror shall break the file into smaller files sent via separate emails, each marked to identify which number the email is relative to the total number of emails submitted (i.e. "one of four"). Once all of the emails submitted have been received, the Government will confirm receipt via return email. If an offeror submits multiple bids, the Government will only consider the last bid submitted prior to the bid due date and time. The electronic Bid shall be in Portable Document Format, filename extension: ".pdf" and suitable for viewing in Adobe Reader. Offerors shall bookmark and label each electronic PDF to afford easy identification from the Bid table of contents.

Do not assume submission will be instantaneous. File size and number of files submitted shall be considered.

Offeror/Team/Team/Team/Subcontractors should allow adequate time for submission completion because the entire Bid (i.e. offerors submission and all teammate/subcontractor(s) independent submissions) must be received by the time and date specified in Block 13 of Standard Form 1442, or SF 30 if applicable.

To avoid rejection of an offer, the offeror must make every effort to ensure its electronic submission is virus-free.

Bids, or portions thereof, submitted with the presence of a virus or which are otherwise unreadable will be treated as unreadable pursuant to FAR 15.207(c).

The requirement that an original and copy(ies) be submitted as found in block 13A of the SF1442 is satisfied through the electronic submission. Additionally, electronic submission of the bid guarantee, when a bid guarantee is required, is due with the bid submission (mailing a bid guarantee is not allowed).

BID OPENING

No hard copy documents are allowed to be submitted at the bid opening. Due to the requirement that bids be submitted electronically only, bid opening is scheduled for one hour following the bid due date and time to allow the Contracting Office time to download all bid documents.

The bid opening will be held telephonically at 1:00 pm on the date bids are due. Offerors wishing to participate in the telephonic bid opening shall email a list of their participants to Kristel Flores at kristel.m.flores@usace.army.mil and Andrea Smothers at andrea.k.smothers@usace.army.mil. In the email subject line use title, "W9127N23B0008 Tongue Point Access Channel Maint Dredging 2023 Bid Opening". The telephone number and security passcode for offerors to utilize will be provided via return email to the offerors initial email including the list of its participants. There will be no physical bid opening held at the Portland District, therefore, offerors are advised that they shall not plan to attend a bid opening in person on the day of bid opening.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-3	Amendments To Invitations For Bids	DEC 2016
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	DEC 2016
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for

acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. ARMY CORPS OF ENGINEERS
ATTN: CONTRACTING OFFICER (Andrea Smothers)
PO BOX 2946
PORTLAND, OR 97208

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) **No formal site visit will be conducted for this requirement.**

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation: <https://www.acquisition.gov/browse/index/far>
Defense Federal Acquisition Regulation Supplement: <https://www.acquisition.gov/dfars>
Army Federal Acquisition Regulation Supplement: <https://www.acquisition.gov/afars>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any DFARS (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)

5152.211-9000 EVALUATION

5152.211-9000 Evaluation of Subline Items.

Item Nos. 0002 and 0003 are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its subline items.

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY REFERENCE

52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

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

(2) The small business size standard is \$39,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

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

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date ____]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	N/A
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	N/A
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

Section 00 72 00 - General Conditions

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-13	Time Extensions	SEP 2000
52.214-26	Audit and Records--Sealed Bidding	JUN 2020
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding	JUN 2020
52.214-28	Subcontractor Certified Cost Or Pricing Data--Modifications--Sealed Bidding	JUN 2020
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8 (Dev)	Utilization of Small Business Concerns (Deviation 2023-O0002)	DEC 2022
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988

52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-9	Buy American--Construction Materials	OCT 2022
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-O0016)	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15 (Dev)	Performance and Payment Bonds-Construction. (Deviation 2020-O0016)	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984

52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services	MAR 2023
52.246-12	Inspection of Construction	AUG 1996
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991

252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

____ (1) The Offeror certifies that--

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

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

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

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

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

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not

adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless--

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

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

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

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

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

(End of provision)

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

The Contractor shall be required to commence work under this contract within as follows, after receiving Notice to Proceed:

- a. Commence work anytime on or after 01 August 2023, following NTP, provided that the contractor submits schedule showing completion of all required work within the In-Water-Work-Window.
- b. Complete all work no later than 15 December 2023.
- c. Prosecute the work diligently, and
- d. Complete all awarded work ready for use, to include final cleanup of the premises, prior to the FINAL

CONSTRUCTION PHYSICAL COMPLETION DATE.

FINAL CONSTRUCTION PHYSICAL COMPLETION DATE is 15 December 2023

FINAL CONSTRUCTION PHYSICAL COMPLETION includes physical completion of all site work, site cleanup, and demobilization.

CONTRACT END DATE: 90 days following the FINAL CONSTRUCTION PHYSICAL COMPLETION DATE.

CONTRACT END DATE includes submission and approval of all final remaining work documents.

NOTES:

*Definition: Commence work means having dredge on site and ready to dredge

**The Government intends to issue NTP on or about 1 August 2023

(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:

\$4,590.00 for each calendar day of delay after FINAL CONSTRUCTION PHYSICAL COMPLETION after the date listed in 52.211-10.

\$917.00 for each calendar day after construction is complete and after the CONTRACT END DATE listed in 52.211-10.

- (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)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (FEB 2023)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –
[Contracting Officer check as appropriate.]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

____ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
- (g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.
- (h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
- (1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .
- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]
- (5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]
- (6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.
- (7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(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
2.4%	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
Tongue Point, Clatsop County, OR

(End of provision)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

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

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

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

(End of clause)

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

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

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

(End of clause)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means--

- (1) A citizen or resident of the United States;
 - (2) A domestic partnership;
 - (3) A domestic corporation;
 - (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
 - (5) Any trust if--
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--
- (1) It ☐ is ☐ is not a foreign person; and
 - (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

52.236-4 PHYSICAL DATA (APR 1984)

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

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

(b) Weather conditions: Contractors should satisfy themselves before submitting their bids as to hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from the National Weather Service

(c) Transportation facilities (Channel Traffic). All dredging pay areas are located within public navigation projects that are used by commercial and recreational fishing vessels as well as pleasure craft.

(d) Obstruction of Channel. The Government will not undertake to keep the dredging area free of 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 provisions of Section 7 of the River and Harbor Act approved 08 August 1917.

(e) Site Conditions. Bidders should satisfy themselves before submitting their bids regarding work-related problems likely to arise from extreme weather conditions. Weather records and reports may be obtained from the National Weather Service.

(f) Time Extensions for Unusually Severe Weather.

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
2. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

Determination of unusually severe weather must be based on the following methodology.

- i. The monthly anticipated number of adverse weather days must be determined from monthly historical data for the type of adverse weather expected at the project that has potential to impact the contractor's operations (waves, temperature, wind, river stage, etc). Determination of anticipated adverse weather days must be based on a minimum of 10 years (when available) of publically available historical data using credible sources such as NOAA. The anticipated number of adverse weather days is the number of adverse weather days that the contractor should anticipate and these days must be included in the project schedule. No time adjustment will be considered unless the number of actual adverse weather days in any given month exceeds the number of anticipated adverse weather days.
- ii. The anticipated number of adverse weather days determined in accordance with paragraph i above constitutes the baseline for determining unusually severe weather. If the number of actual adverse weather days exceeds the anticipated adverse weather days then the weather is considered unusually severe. For a time extension to be considered, the unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- iii. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor shall record on the daily Contractor's Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation: <https://www.acquisition.gov/browse/index/far>

Defense Federal Acquisition Regulation Supplement: <https://www.acquisition.gov/dfars>

Army Federal Acquisition Regulation Supplement: <https://www.acquisition.gov/afars>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

See Plans & Specifications

(End of clause)

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

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

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

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

(i) Actual mobilization costs at completion of mobilization;

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

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

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

5152.211-9001

5152.211-9001 Variations in Estimated Quantities—Subline Items

This variation in estimated quantities clause is applicable only to item Nos. 0002 and 0003.

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

(b) Where the actual quantity of work performed for item Nos. 0002 and 0003 is less than 85% of the quantity of the first subline item listed under such item, the contractor will be paid at the contract unit price for that subline item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause at Federal Acquisition Regulation (FAR) 52.211-18, Variation in Estimated Quantities.

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

Section 00 73 00 - Supplementary Conditions

CONTRACT ADMINISTRATION
SUPPLEMENTARY CONDITIONS

NUMBER DESCRIPTION

- A. CONTRACT ADMINISTRATION
- B. UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL
- C. IDENTIFICATION OF EMPLOYEES
- D. OTHER WORK
- E. SUBMITTING PAY ESTIMATES AND PAYMENTS TO THE CONTRACTOR
- F. IMPLEMENTING EQUIPMENT GUARANTEES
- G. SAFEGUARDING OF INFORMATION
- H. INSURANCE
- I. PUBLIC RELEASE OF INFORMATION
- J. CONTRACTOR PERFORMANCE EVALUATIONS

A. CONTRACT ADMINISTRATION

This contract will be administered by:

U.S. Army Corps of Engineers, Portland District
Vancouver Resident Office
4480 SE Columbia Way,
Vancouver, WA 98661-5570

The designated Contracting Officer's Representative (COR) is **TO BE DETERMINED AT AWARD**

Email:

Telephone:

Department of the Army, Portland District Corps of Engineers
PO Box 2946
Portland, OR 97208

(End of Requirement)

B. UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

The Contractor shall not accept instruction issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer or the authorized representative of the Contracting Officer acting within the limits of his authority.

(End of Requirement)

C. IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

(End of Requirement)

D. OTHER WORK

The Contractor shall fully cooperate with other Contractors, utility companies, and Government employees engaged in other work on and/or adjacent to the work to be performed under this contract. The Contractor shall coordinate the work herein and the use of haul roads, aggregate sources, and utilities that become a joint responsibility. Any damage resulting from the use of facilities of other Contractors shall immediately be repaired to the satisfaction of, or as directed by the Contracting Officer.

(End of Requirement)

E. SUBMITTING PAY ESTIMATES AND PAYMENTS TO THE CONTRACTOR

The Contractor shall use the Resident Management System-Contractor Module (RMS-CM) to prepare Engineer Form 93 (ENG 93), Payment Estimate – Contract Performance, as request for payment. The Contracting Officer's Representative or Administrative Contracting Officer is responsible for ensuring acceptance and approval for payment.

The Contractor must submit the certification at FAR Clause 52.232-5, paragraph (c) along with each request for progress payments.

(End of Requirement)

F. IMPLEMENTING EQUIPMENT GUARANTEES

When the completed facility or part of a facility is accepted by the Contracting Officer, and the work includes equipment covered by a guarantee which exceeds the warranty of construction period as specified, the Contractor shall furnish the following information to the Contracting Officer:

- a. A list of all items with make and model numbers.
- b. A copy of manufacturer's or vendor's guarantee documents which extend beyond the warranty of construction period.
- c. The date during which the Contractor's guarantee is in effect under the properly identified individual section and paragraph of the Technical Provisions each item of equipment on the list, indicating for each item the date of acceptance for the beginning of the guarantee period, either for beneficial use or final acceptance, whichever is earlier, and the expiration date of the guarantee period.
- d. Name of an authorized representative of the Prime Contractor with complete address and telephone number, and the names, addresses, and telephone numbers of all subcontractors and/or equipment suppliers or manufacturers specifically designated in writing by the Prime Contractor for direct contact by the United States Army Corps of Engineers for implementing the guarantee after transfer of the equipment.

(End of Requirement)

G. SAFEGUARDING OF INFORMATION

The personnel employed on this contract may, in the performance of their assigned duties, have access to data and information pertaining to location of goods, supplies, parts, equipment, and vehicles.

Knowledge of this nature is considered restricted security information. This information shall be protected and safeguarded against disclosure to any unauthorized person or party and shall be furnished or used on an official "need to know" basis only. Safeguarding of information is extended to dependents and guests of employees who may, in any manner, obtain any of the above-specified knowledge.

(End of Requirement)

H. INSURANCE – WORK ON A GOVERNMENT INSTALLATION

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract, at least the kinds and minimum amounts of insurance required by this Clause as follows:

TYPE

AMOUNT

1) Workman's Compensation and Employer's Liability (including Federal Longshoremen and Harbor Worker's Insurance)

As legally required by the State wherein the work is being performed.

2) Comprehensive General Liability Insurance

Personal Injury Liability:
\$1 million per person
\$1 million per occurrence

Property Damage (may be included in general aggregate limits or combined single unit coverage):
\$1 million per occurrence

3) Automobile Liability

Personal Injury Liability:
\$1 million per person
\$1 million per occurrence

Property Damage (may be included in general aggregate limits or combined single unit coverage):
\$1 million per occurrence

4) If single general aggregate limits or combined single unit coverage is obtained for General Liability and/or Automobile Liability coverage, minimum amounts shall be the sum of the personal injury and property damage coverage required above. Umbrella Form Excess Liability insurance coverage shall be added to general liability and automobile liability coverage to determine if minimum insurance limits are met.

5) If work is to be performed in railroad right-of-way, see paragraph titled ADDITIONAL REQUIREMENTS FOR RAILROAD PROTECTION in Section 01010 of SECTION C. (THIS APPLIES TO CONSTRUCTION CONTRACTS ONLY)

b. Before commencing work under this contract, the Contractor shall certify to 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.

d. "Government Installation" for this clause includes government vessels.

I. PUBLIC RELEASE OF INFORMATION

The contractor shall coordinate with the Portland District of the U.S. Army Corps of Engineers for release of information to the public concerning this contract or any program related to this contract. This clause covers Media Relations and Printed Materials.

1. Media Relations

The contractor is permitted to speak to news media representatives in accordance with his firm's public relations policies and in conjunction with applicable U.S. government or Army Corps of Engineers' guidelines on release of information related to the specific program for which the contract was awarded. The contractor is required to inform the Portland District of significant media contacts. The contractor is encouraged to coordinate directly with Portland District's Public Affairs Officer, as necessary, when the media call is being responded to; however, this shall not preclude the contractor from responding to media requests in a timely manner. The contractor shall respond to inquiries that directly fall within his domain; he shall not speak for the Army or the Corps.

2. Printed Materials

a. The contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium, pertaining to this contract, unless:

- i. The Portland District has given written approval, either by the Public Affairs Officer or by the Contracting Officer;
- ii. Or the information is otherwise in the public domain before the date of release.

b. The contractor shall obtain approval from the Portland District prior to the dissemination of any briefings or speeches, news releases, articles, fact sheets, advertisements, or any other informational materials intended for public release that are the result of work performed or to be performed under this contract. This review is intended to insure that public release of material does not violate government policy.

c. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for release. This material shall be submitted to the Public Affairs Officer and to the Contracting Officer at the Portland District. The contractor shall strive to provide five working days for such approvals. Materials to be released within a shorter period of time will require special handling procedures, and the contractor shall request special consideration directly to the Public Affairs Officer or to the Contracting Officer.

d. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the government (the Public Affairs Officer and the Contracting Officer), assuring the government that the prime contractor is knowledgeable of the action and concurs.

Nothing in the foregoing section on public release of information shall affect compliance with the clause of the contract entitled, "Security Requirements."

(End of Requirement)

J. CONTRACTOR PERFORMANCE EVALUATIONS

In accordance with UAI 5142.1502-100 and the Engineering Regulation 415-1-17, Construction Contractor Performance Evaluations, dated 24 January 2012, It is USACE policy that the Procuring Contracting Officer (PCO), or designated representative of the construction office responsible for monitoring contractor performance, will evaluate construction contractor's performance and prepare a performance evaluation report in the Contractor Performance Assessment Reporting System (CPARS). The Contractor shall be briefed of the CPARS process at the time of the Preconstruction Conference.

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section Table of Contents --

SECTION 01 10 00.00 82

CONTRACT ADMINISTRATION DATA (DREDGING)

PART 1 GENERAL

1.1 CONTRACTING OFFICER

The Contracting Officer (CO) who signed this Contract is the primary CO for the Contract. Nevertheless, any CO assigned to the Portland District and acting within his/her authority may take formal action on this Contract when a Contract action needs to be taken and the primary CO is unavailable. All correspondence must be through the CO or, upon notification, their authorized Representative (ACO, COR).

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)

EM 385-1-1

(2014) Safety -- Safety and Health
Requirements Manual

1.3 MEANING OF TERMS

a. Specification Sections of this Contract are generally written in the imperative mood. In sentences using the imperative mood, the subject, "the Contractor," is implied. Also implied in this language are "must" "must be," or similar words and phrases. In material specifications, the subject may also be the supplier, fabricator, or manufacturer supplying material, products, or equipment for use on the project.

b. Wherever "directed," "required," "prescribed," or other similar words are used, the "direction," "requirement," or "order" of the CO is intended. Similarly, wherever "approved," "acceptable," "suitable," "satisfactory," or similar words are used, the words mean "approved by," "acceptable to," or "satisfactory to" the CO.

c. The word "will" generally pertains to decisions or actions of the CO.

1.4 CONTRACT COMPLIANCE

a. The Contractor is responsible for compliance with the Contract terms and conditions, and all local, state and federal laws as applicable. The Contractor must be responsible for detecting non-compliance and taking prompt corrective action. Document incidents of non-compliance and corrective action(s) taken in the daily CQC report, Section 01 45 00.00 82, QUALITY CONTROL (DREDGING).

b. If the Government detects any non-compliance, the CO or ACO will notify the Contractor. The Contractor must promptly comply. If the

Contractor fails or refuses to comply, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

c. Correcting and documenting any incidents of non-compliance is the Contractor's responsibility, regardless of who detects the non-compliance.

1.5 CONFLICTING DIRECTION

The Government will not intentionally order the Contractor to perform any work or engage in any activity that would necessarily result in the violation of any law or regulation. If the Government issues any order, which the Contractor concludes would necessarily result in the violation of any law or regulation, the Contractor must notify the CO or ACO immediately.

1.6 SERIAL LETTER CORRESPONDENCE

1.6.1 General

All correspondence must be signed by the Project Manager or assistants designated to act for the Project Manager. Furnish a list of personnel so designated. Submit an electronic copy to the e-mail address(es) designated at the preconstruction conference. If this Contract requires a Contractor supplied data exchange site, upload all correspondence to the data exchange site and RMS CM.

1.6.2 Numbering

Independently number all letter correspondence serially with no numbers missing or duplicated, and in sequence, commencing with the number one. Show the Contract number, description, and subject matter. Only one subject covered in each letter.

1.6.3 Subcontractors

Subcontractors are not to correspond with either the Resident or District offices; the prime Contractor is responsible for all correspondence.

1.6.4 Transmittals

Transmittals of signed pay estimates, payrolls, and other similar correspondence will not require a Serial Letter.

1.7 EM 385-1-1 SAFETY AND HEALTH REQUIREMENTS MANUAL

The latest version in effect on the date of the Solicitation for this Contract (in accordance with EM 385-1-1 Paragraph 4 General, subparagraphs b.(1) and c.) will be contractually binding as part of this Contract. The latest version, including all errata and changes, must be used for this Contract and is obtainable at http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf.

1.8 PROJECT-SPECIFIC MANAGEMENT PLAN (PSMP)

Submit the Project-Specific Management Plan (PSMP), by serial letter within five calendar days after the award, and address the job-specific

accident prevention plan, environmental protection plan, Contractor's quality control plan, and project work plan. Allow at least 7 calendar days for Government review (for the original submittal and any items requiring resubmittal). Approval of the Project-Specific Management Plan is required prior to commencement of site work. Organize PSMP as follows:

1.8.1 Section I - Accident Prevention Plan

a. Accident Prevention Plan

See Section 01 35 26.00 82, GOVERNMENTAL SAFETY REQUIREMENTS (DREDGING).

b. Drug and Alcohol Use Prevention Program

See Section 01 35 26.00 82, GOVERNMENTAL SAFETY REQUIREMENTS (DREDGING).

c. Equipment Certification

See Section 01 10 10.00 82, CONTRACTOR'S OPERATIONS AND REQUIREMENTS (DREDGING), and EM 385-1-1.

d. Coast Guard Certificate of Inspection, Load Line Certificate and Stability Letter

See Section 01 10 10.00 82, CONTRACTOR'S OPERATIONS AND REQUIREMENTS (DREDGING), and EM 385-1-1.

e. Sample Float Plan

See EM 385-1-1.

f. Written Procedure for Personnel Transfer by Launch

See Section 01 35 26.00 82, GOVERNMENTAL SAFETY REQUIREMENTS (DREDGING).

g. Automatic Identification System and Man Overboard Devices Procedures

See Section 01 35 26.00 82, GOVERNMENTAL SAFETY REQUIREMENTS (DREDGING).

h. Protection of Existing Structures and Utilities, Spudding and Anchoring Plan. The Contractor is responsible for confirming all utility locations with the utilities. Coordinate with the Contracting Officer and the applicable utility companies to mark the exact locations of existing utilities and structures, and establish in detail the proposed method of protecting the existing utilities and structures, to include spud and anchor exclusion areas. Submit all obtained utility data and confirmations to the Government a minimum of one week prior to the start of dredging in the vicinity of the utility.

See Section 01 10 10.00 82, CONTRACTOR'S OPERATIONS AND REQUIREMENTS (DREDGING).

i. Prevention of Interference with Navigation. Notification and procedures to be used for moving dredging equipment to accommodate

commercial vessel traffic.

1.8.2 Section II - Environmental Protection Plan

See Section 01 57 20.00 82, ENVIRONMENTAL PROTECTION (DREDGING).

1.8.3 Section III - Contractor's Quality Control Plan

See Section 01 45 00.00 82, QUALITY CONTROL (DREDGING).

- a. Contractor's Quality Control plan (CQC).
- b. CQC Daily Report form.
- c. Daily reporting requirements.
- d. Sample placement plot.
- e. Daily production estimating method.
- f. See Section 35 20 23.13 82, NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SCOW - MONITORING PROFILE.

1.8.4 Section IV - Project Work Plan

1.8.4.1 Schedule for Construction

- a. Activities for Mobilization and Demobilization for each work area, for each dredge plant, survey boat (including calibration), office, etc.
- b. All major dredging and floating plants identified by name.
- c. Activities for dredging of each location.
- d. Estimated daily production rates for the dredge in cubic yards/day for each work location (activity durations must reflect estimated daily production rates).
- e. Scheduled maintenance or down time.
- f. Activities for transit between project locations.
- g. Breakdown of costs for each work item.
- h. Resources for each work item.
- i. Project Schedule.
 - (1) Float available in the schedule at any time, must not be considered for the exclusive use of either the Government or the Contractor.
 - (2) Update the schedule every week and submit 24 hours prior to the weekly coordination meeting. A projected earnings report must be submitted electronically with every project schedule update.
 - (3) Include updated schedule with each progress payment request submitted. The updated schedule will be used as a basis to

evaluate progress for purposes of payment; lack of an updated schedule will result in an inability of the CO to evaluate Contractor's progress. Failure to provide all information, as specified, will result in the disapproval of the entire Project Schedule submission. In the case where Project Schedule revisions have been directed by the CO and those revisions have not been included in the Project Schedule, the CO may hold retainage up to the maximum allowed by Contract, each payment period, until revisions to the Project Schedule have been made.

- (a) Use the CPM for network calculation of the schedule and be in the Precedence Diagram Method (PDM).
- (b) Be compatible with either Primavera-P6 Project Management, Primavera v. 8.3, or MS Project scheduling software.
- (c) Constrain the last activity in the schedule by the Contract completion date. Calculations for project updates must be such that if the early finish of the last activity falls after the Contract completion date, then reflect a negative float on the critical path in the float calculation.
- (d) Call the last activity in the project schedule "End Project" and have a Late Finish constraint date equal to the completion date for the project, and a zero day duration.
- (e) In the event the project schedule shows completion of the project prior to the Contract completion date, the schedule must include an activity named "Early Finish Period" with no cost and a duration equal to the number of calendar days from the date of all of the work is planned to be completed to the Contract completion date specified.
- (f) Electronic data for the initial project schedule and all updates must be submitted to the Government by posting on the data exchange site in both .pdf format and the scheduling software format.
- (g) Schedules for the initial submittal and the weekly updates must include both reports and a network diagram. Activity information on the network must contain the following:
 - (i) Activity name and ID number.
 - (ii) Resourcing (equipment).
 - (iii) Units of Time (expected production rates in cubic yards per day for dredging items).
 - (iv) Float.
 - (v) Late Start/Late Finish.

1.9 LETTER OF AUTHORITY

a. To authenticate actions required under terms of this Contract, furnish a letter of authority to the CO and Resident Engineer that indicates the names of individual or individuals who will be authorized to perform the following functions on behalf of the company:

- (1) Sign progress payment estimates.
- (2) Sign final payment estimate.
- (3) Accept Government furnished property (if applicable).
- (4) Sign Contract modifications, supplemental agreements and consent of surety.
- (5) Monitor and report on the environmental protection plan, management plan, quality control plan, and safety plan.
- (6) Supervise the field activities.
- (7) Sign Release of Claims.
- (8) Sign correspondence.

b. This letter of authority must bear the typewritten names and the handwritten signatures of each individual and be signed by the person whose signature appears on the final Contract.

1.10 LABOR STANDARDS

The Contractor and all subcontractors must comply with the following labor standards, statutes, and regulations: Davis-Bacon Act; Contract Work Hours and Safety Standards Act; Copeland Act; Secretary of Labor's regulations (Parts 3 and 5, Subtitle A, Title 29, Code of Federal Regulations). Submit a serial letter identifying the crafts and wage rates for all prime and subcontractor employees to whom the contract's construction wage rate requirements apply. The Government will review these crafts and rates for conformance with the wage determination.

1.10.1 Coverage

Contract provisions relating to wages, overtime, payroll deductions, and other labor standards requirements cover foremen, laborers, and mechanics, including owner-operators of other than hauling equipment and other individual enterprises performing the duties of a laborer or mechanic. Bona fide owner-operators of hauling equipment, such as trucks, who are independent contractors, are not covered, and the certified payrolls, including the names of such owner-operators, need not show hours worked nor rates paid, but only the notation "owner-operator".

1.10.2 Wages

Wages must be paid at least once a week and be computed at hourly rates not less than those set forth in the Contract wage schedule, as set by the Davis-Bacon Act wage determinations, for the particular classifications of work performed.

1.10.3 Overtime

Pay overtime for work in excess of 40 hours in any workweek at not less than 1-1/2 times the basic rate of pay. Rates paid for fringe benefits are excluded in the computations of overtime.

1.10.4 Deductions

Deductions from wages earned may be only those that are permitted by the Copeland Act (Anti-Kickback) regulations.

1.10.5 Apprentices

Comply with the requirements of 29 C.F.R. 5.5(a)(4)(i) with respect to apprentices.

1.10.6 Payrolls

Prepare and submit correct Weekly Payrolls, including those of subcontractors. Incorrect and delinquent payrolls will delay processing of partial payment estimates.

1.10.7 Records

Maintain payroll and Employment Records during the course of work and for three years thereafter. They are subject to inspection by the Contracting Officer and the U.S. Department of Labor.

1.10.8 Job Interviews

A Government representative will interview Contractor and subcontractor employees from time to time during working hours on the job.

1.11 VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS

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

a. U.S. Department of Labor Veterans employment: www.vets.gov/

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

c. Veterans' Employment and Training Service (VETS):
<http://www.dol.gov/vets/>

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

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

Tongue Point Access Channel Maintenance Dredging 2023

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section --

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CONTRACTOR'S OPERATIONS AND REQUIREMENTS (DREDGING)

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 - 1.17.1 General
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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section Table of Contents --

SECTION 01 10 10.00 82

CONTRACTOR'S OPERATIONS AND REQUIREMENTS (DREDGING)

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

a. This Section covers general requirements applicable to specific Contractor's operations or equipment for this Contract for maintenance dredging and placement by clamshell dredge and support equipment at Tongue Point, OR.

b. Provide suitable floating clamshell dredging plant as prescribed in Section 35 20 23.00 82, DREDGING AND CHANNEL CLEARING and perform all work required to remove the specified materials from within the dredging pay area limits and placement of the dredge material within the designated sites as indicated on the Contract drawings. All equipment must meet all applicable U.S. Coast Guard (USCG) regulations.

1.2 ORDER OF WORK

The Contractor will be allowed to determine overall construction schedule provided that all work is shown as being completed within the environmental work window.

1.3 SCHEDULE REQUIREMENTS

For purposes of this Contract, work in each location must be restricted to the environmentally cleared work window as prescribed in Section 01 57 20.00 82, ENVIRONMENTAL PROTECTION (DREDGING) along with further work restrictions as described in the Contracting Section 00 73 00 Section 52.211-10 Commencement, Prosecution, and Completion of Work.

1.4 IN-WATER WORK WINDOW

The environmentally permitted in-water work window is 1 August 2023 - 15 December 2023. Reference Section 00 73 00 for additional project specific work window requirements.

1.5 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)

EM 385-1-1 (2014) Safety -- Safety and Health Requirements Manual

NPPR 385-1-93 (2009) Engineering Regulation, Diving Operation by Contract

1.6 PROJECT SIGN

Create two project signs for the dredge as shown in Attachment A1. The District name line must state "Portland District". The feature line must read "Tongue Point Access Channel Maintenance Dredging 2023". Post one sign on each side of the dredge in locations that are plainly visible. For small equipment the sign may be scaled down to no less than one-half size on approval.

1.7 EQUIPMENT CERTIFICATION AND INSPECTION

1.7.1 Equipment Certification

In conjunction with Section 00 72 00, Contract Clause 52.236-13 Alt I, ACCIDENT PREVENTION (Nov 1991) - Alternate I, the equipment certification done in accordance with Section 16, paragraph 16.A.02, and Section 19, paragraph 19.A.01 of the referenced USACE Safety and Health Requirements Manual, EM 385-1-1, state that the equipment has been tested by a competent person and found to be in safe operating condition and is in compliance with the Contract specifications and EM 385-1-1. Designate a competent person to be responsible for the daily inspection of the plant, machinery, and equipment as called for in Section 19, of EM 385-1-1 to assure it is kept in safe operating condition. In addition, fill out NPP Form 159 (Rev) "Floating Plant Inspection Checklist" (Attachment A2) for any floating plant intended to be utilized. Submit both the completed NPP Form 159 (Rev) and Equipment Certification to the GQAR one working day prior to the required initial joint walk-through.

1.7.2 Joint Equipment Inspection

a. Notify the Government 96 hours prior to the joint equipment walk-through. The joint equipment walk-through will be held prior to beginning all work. A new walk through will not be held at each new location unless major repairs are performed while transiting to a new location. A Government representative will accompany the designated person during normal daylight working hours to view the plant and equipment intended to be utilized on this project. Any units found to be unsafe or otherwise not in compliance with the Contract clauses, specifications, and EM 385-1-1 will be deadlined and their use prohibited until the unacceptable conditions have been corrected. Mobilization payment will be delayed until the deficiencies have been corrected or replaced in an acceptable manner. The Government may elect to perform a hull inspection of the vessel through the use of a remote operated vehicle (ROV) for the purpose of inspecting for invasive species. The ROV inspection is expected to take up to eight hours and will be done concurrently with the joint equipment inspection. A floating plant inspection may be required at the Contracting Officer's discretion after returning from a break in work that involves work for others.

b. At the Government's discretion, the Joint Equipment Inspection may be completed from a distance using electronic methods such as a video chat or live-time video call (compatible with Government cell phones or computer). The Contractor must provide real time video, if requested by the Government, for the Government to perform the inspection remotely, and anticipate the inspection may take up to 2 hours per piece of equipment.

1.7.3 Daily Equipment Inspection

Designate a competent person to be responsible for the daily inspection, on each shift, to assure that the plant is kept in a safe operating condition. Keep record of these inspections on the plant and available for review by Government personnel.

1.7.4 Coast Guard Inspection

All equipment must meet all applicable U.S. Coast Guard regulations. All self-propelled equipment is subject to U.S. Coast Guard certification.

1.7.5 Coordination of Work

Do not impede traffic during the performance of work under this Contract.

1.7.6 NOTICE TO CHANNEL USERS

Provide written notice to appropriate channel user POC(s) 48 hours prior to beginning work. State the approximate beginning and ending dates of dredging, anticipated work hours, description of anchoring system used, and anticipated tug and barge route to and from disposal site. During normal business hours, coordinate all dredging and disposal operations with channel users 24 hours prior to the start of any dredging and placement activities. Provide a copy of this to the Government prior to beginning work. In addition, post dredging operations at local marinas and boat launches. Contact information for the appropriate POC(s) will be provided at the pre-construction meeting.

1.7.7 U.S. Coast Guard Notice to Mariners

For each general area of operation, notify the United States Coast Guard at least ten days prior to start of dredging and material disposal operations, and weekly thereafter. The notifications must be certified and a copy attached to the Contractor's daily report. A sample layout of formatting can be found in Attachment A12. Direct correspondence to 13th Coast Guard District, Office of Aids to Navigation, (OAN) Seattle, Washington. The 13th District may be contacted via phone at 206-220-7280, FAX 206-220-7265, or email address D13-SMB-D13-LNM@uscg.mil. Information provided by the Contractor in this notification will subsequently be disseminated by the U.S. Coast Guard to the general maritime community through Local Notice to Mariner publications and marine band broadcasts. Include the following information in the notification:

- a. Project designation (U. S. Army Corps of Engineers Contract number and Contract title), Contractor's address and day time phone number
- b. Name and type of dredge plant used.
- c. Dredging location (reference the navigation project name and dredging area limits)
- d. Material disposal site(s) (site reference number and location)
- e. Estimated beginning and ending dates of dredging and disposal operations
- f. Terminology to be used:

(1) For Cautionary Areas: "Mariners are urged to use extreme caution in the area."

(2) For dredging and disposal operations: "Mariners are urged to transit at their slowest safe speed to minimize wake and proceed with caution after passing arrangements have been made."

g. Circumstances that warrant specific maritime precautions must be handled on a case-by-case basis in coordination with the local U.S. Coast Guard representatives.

1.8 CONTINUITY OF WORK

No payment will be made for work done in any area designated by the Government until the depth required under the Contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where required depth has been secured except by decision of the Government. Should any such non-adjacent area be excavated to required depth during operations carried on under the Contract, payment for all work therein may be deferred until the required depth has been achieved in the area intervening. Dredging will be suspended at any time when for any reason the gauges, ranges, or other control cannot be seen or properly followed.

1.9 SHOALING

Re-dredging at the Contract price, within the limit of available funds, may be done with the consent of both the Government and the Contractor when infill or shoaling beyond the Contractor's control occurs in any area previously accepted, or any area not yet dredged.

1.10 SPECIAL NOTICE

a. Comply with the provisions of paragraph (g)(1) of Contract Clause 52.222-27, AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION, (see Section 00 72 00), with respect to Government personnel assigned to or visiting any facilities. Penalties prescribed in Section 00 72 00, Contract Clause 52.222-26 EQUAL OPPORTUNITY, will apply to violations involving Government personnel.

b. Maintain strict courtesy during all radio contacts.

c. Interaction between Contractor personnel and Government representatives, whether on or off duty, concerning all contractual requirements, must be conducted in a professional and courteous manner. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate this requirement. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause. In the event that such a removal involves personnel who are responsible for quality control, vessel handling, or equipment, operations must cease until such time that an approved replacement can be on-site. Failure to comply with a removal order will result in the Government representatives' immediate departure from the vessel. No payment will be made for work performed during the absence of Government representatives from the vessel under this circumstance.

d. All operating, supervisory, and quality control personnel are required to review, understand, and follow the Contract plans and specifications.

1.11 EXISTING PIPELINES, STRUCTURES, OR UTILITIES

a. Attention is directed to the possible existence of pipelines or public utilities or private improvements, shown or not shown on the drawings, which may be buried within the limits of the work or adjacent thereto. Preserve and protect any such improvements from injury or damage during construction operations.

b. Coordinate with and if necessary assist the U.S. Coast Guard in moving navigation buoys within the defined work area. Obtain approval from U.S. Coast guard prior to moving any navigational aids.

Points of Contact:

Astoria Aids to Navigation Team-Astoria
Officer in Charge, 503-325-3301

c. Observe all obstructions depicted in project plan drawings and take special precautions when dredging in their vicinity. Approximate locations of known existing utilities and all currently known information about the nature of the utility is provided on the contract drawings.

d. The Contractor is responsible for confirming all utility locations with the utilities prior to the start of work. Prior to commencement of dredging, coordinate with the Contracting Officer and the applicable utility companies to mark the exact locations of existing utilities, and establish in detail the proposed method of protecting the existing utilities, to include spud and anchor exclusion areas. Submit all obtained utility data and confirmations to the Government a minimum of one week prior to the start of dredging in the vicinity of the utility.

e. Utilities or improvements, whether buried or not, which cannot be determined to exist through visual inspection, if inadvertently damaged, must be promptly repaired or replaced. Report any damage to the existing utility lines caused by Contractor operations immediately to the Contracting Officer.

f. Assume full responsibility for reimbursing the owners for any damage to their properties, utilities, or improvements, or interference with their services caused through his operations. No relief will be granted from the responsibility set forth in Section 00 72 00, Contract Clause 52.236-3, SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK, except as provided above.

1.12 NOTIFICATION OF DIVING OPERATIONS

Immediately notify the GQAR of any need to employ diving operations. Conform to the latest version of Engineering Regulation NPPR 385-1-93, Diving Operation by Contract, and the required publications therein as determined by the Portland District Diving Coordinator (DDC). A copy of NPPR 385-1-93 will be provided and used as a reference to prepare the required diving plan and the associated attachments.

1.13 MISPLACED MATERIAL

Should the Contractor during the progress of the work lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, recover and remove the same with the utmost dispatch. Give immediate notice, with description and location of such obstructions, to the Government Quality Assurance Representative (GQAR), and when required mark or buoy such obstructions until the same are removed.

1.14 CONTRACTOR SUPPLIED EQUIPMENT AND ACCOMMODATIONS

a. The following requirements apply to all dredge plant that operate under this Contract. All Contractor supplied equipment will be returned on completion of work under this Contract.

b. The entire cost to the Contractor for furnishing, equipping, insuring, and maintaining the foregoing accommodations and equipment must be included in the Contract price for Mobilization and Demobilization. The Contractor must fully insure all Contractor provided equipment such as radios, phones, etc. against loss or damage by either the Contractor or Government. No dredging will be allowed until the facilities and equipment referred to herein are secured and maintained as specified.

(1) Dredge Plant Offices: Office space for the exclusive use of the GQAR(s) on board the dredge plant must be properly heated, ventilated and lighted and must have a desk or chart table, a chair, and four or more standard 120-volt electrical outlets. Provide a lockable storage area or locker on the dredge plant for the exclusive use of the GQAR(s). Provide scanning, copying, and color printing (capable of up to 11x17) services, on board the dredge. This equipment may be shared between the Contractor and Government personnel. Anticipate a total use of approximately 50 pages/week.

(2) Transportation: Furnish the assigned GQAR(s) transportation to and from the dredge and shore as needed. There will be one GQAR on-board at all times when working at all Contract work areas. Additional GQARs or other Government personnel may also occasionally require transportation to the dredge.

(3) The pick-up locations for Government and quality assurance personnel must be a location mutually agreed upon by the GQAR and the Contractor and must provide a safe location for GQAR vehicles. Government personnel will be on board all dredging plant, placement plant, hydrosurvey plant, and other operations as part of their normal quality assurance oversight. Anticipate three round trips per day on average for Government personnel to each dredging plant, each placement site, and to the hydrosurvey boat.

(4) Wireless hot spot: Provide a wireless hot spot. Provide the hardware, software, and service for unlimited use. The hot spot must be password protected, for the exclusive use of the Government and may be used on or off the dredge plant. Utilize a cellular service that provides uninterrupted service throughout the work area. The wireless hot spots must have service at all

work areas. This may necessitate changing out the wireless service for different work areas to use providers that have cell coverage in each area.

(5) Cell Phone: Provide a cellular phone, establish a local service, and provide a phone battery charger. Install a cellular phone antenna. Provide the GQAR with instructions, procedures, and operating manuals for the operation of the cellular phone. The cellular phone must be for the exclusive use of the GQAR(s) both on and off the dredge for the duration of the Contract. The dredge phone must have service at all Contract work areas.

(6) VHF Radio: Provide a VHF radio and charger. Provide the GQAR with instructions, procedures, and operating manuals for the operation of the radio. The radio must be for the exclusive use of the GQARs on the dredge, and must be capable of receiving and transmitting on the same channels/frequencies that the dredge crew uses.

(7) Man Overboard Devices (MOB): Provide MOB's as prescribed in Section 01 35 26.00 82, GOVERNMENTAL SAFETY REQUIREMENTS (DREDGING).

1.15 MEETINGS

a. Preconstruction Conference

(1) The purpose of the preconstruction conference is for the Contractor and the Contracting Officer's representatives to become acquainted and explain the functions and operating procedures of their respective organizations.

(2) Contractor representatives who have a responsibility or significant role in accident prevention on the project must attend the preconstruction conference. This includes the project manager, the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the AHAs and special plans, program, and procedures associated with it). This meeting will be held in the Portland-Vancouver Area as determined by the Government. Attendance at this preconstruction conference for the personnel identified above is mandatory.

(3) Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the Contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.

b. Weekly Coordination Meetings

Weekly coordination meetings will be held between the Contractor and the Government. These meetings will be used to discuss the proposed schedule and progress, safety, quality control, and other

job items. The meetings will be held on-site unless another location is mutually agreed to by both parties. Key project personnel will be required to attend in person. The Government will prepare an agenda and minutes for the coordination meetings. In the event that the on-site office is used for the coordination meetings, a suitable phone speaker system must be provided.

1.16 UNEXPLODED ORDNANCE

Should an apparent explosive ordnance be recovered during the course of work; all further dredging operations that might disturb the ordnance must cease immediately and no attempt made to remove or handle the item. Initiate the prepared procedure to notify local authorities and deal with the unexploded ordnance. Notify the GQAR of the recovery of a suspected Unexploded Ordnance and the actions taken as soon as practical after the initial notification to the local authority has been made.

1.17 REMOTE VIDEO MONITORING AND DOCUMENTATION

1.17.1 General

Provide two robotic, high definition webcams for the Government to remotely view the project on a secure connection via a network connection. One camera must provide a full view of the dredge deck and the other camera must provide a view of the digging operation. Submit the camera system for Government approval. The location of the camera mounting must be approved by the CO.

1.17.2 Camera Specifications

Provide camera with the following specifications:

- a. IP66 waterproof all-weather enclosure
- b. User controlled wiper
- c. User controllable Pan/Tilt/Zoom
- d. 360° continuous pan, -90° to +90° tilt
- e. Capable of maintaining multiple preset compositions
- f. Live streaming of 16:9 1080p HD video or better
- g. 30X Optical zoom or greater
- h. Auto Focus and Day/Night infrared
- i. Minimum 30fps in all resolutions
- j. Minimum 2 Megapixel images
- k. Remote connection must be available at any time Contractor personnel are onsite.
- l. High-Definition continuous video recording with 30 days of retention

1.17.3 Internet Based Online Interface

The camera must be accessible via an internet based Software as a Service (SaaS) solution. The service must be available until 60 days after final acceptance of all work areas, and allow the viewing of live video and High Definition digital still images captured and stored of the project on both mobile and desktop platforms. The Government shall have permissions to view and control the camera.

a. The user interface must include the following features:

- (1) HTML5 design for cross-platform access on desktop and mobile devices
- (2) Secure HTTPS compliant with live stream secured & encrypted via https transport
- (3) Display project name and logo
- (4) Real-time live video viewing with user-controllable robotic pan, tilt and zoom
- (5) Onscreen control button for wiper control to allow for remote cleaning of the viewing window
- (6) Instant live snapshot capability in addition to preset scheduled archives
- (7) Full Screen Mode for displaying video and complete image without any graphical frame

1.17.4 Security and Management

a. The system must capture and upload images every five minutes, 24 hours per day, when the dredge plant has personnel aboard. The camera must point to a default location, specified by the CO, when active manipulation of the camera orientation has not occurred for 5 minutes.

b. Images must be maintained on the System Vendor's servers for reference available at all times during the life of the project and for no less than 60 days after completion.

1.17.5 Camera Maintenance

Provide all service and maintenance, including cleaning, of the camera system throughout the life of the project including making appropriate arrangements for camera to remain in operation up to and through Completion of physical work.

1.17.6 End of Project Digital File

Within 14 calendar days of completion of work area provide a comprehensive archive package that includes all images collected.

1.17.7 System Failure

a. Total System Failure is defined by one or more cameras inoperable for 12 hours or more, inoperable remote capability, or failure of the system to upload real time data or photos, or failure of any other

aspect of the system that prevents the Government from performing remote quality assurance inspections.

b. For system failures of up to four work days, a lump sum of \$830.00 plus a daily cost of \$1,000.00 will be deducted from the Contractor's earnings each scheduled work day from the time of total system failure until the system is operational for 24 continuous hours. This represents the Government's cost to mobilize and provide additional inspection and will be deducted regardless of whether the Government mobilizes an additional quality assurance inspector to the dredge.

c. The daily cost will be rounded to the nearest day and will include periods of no work unless reflected on the contractor's schedule. For example if the Contractor's schedule is based on a six day work week with no work on Sundays, the daily cost would not be deducted from the contractor's earnings for Sundays. If the Contractor is not working because of a mechanical failure, weather or any other reason, the daily cost will be assessed.

d. The Contractor will be required to cease operations if the system is not restored within four work days.

e. The Contractor will be required to utilize a mobile phone carrier for data transfer that provides reliable service in each of the work areas. This may necessitate use of different cell carriers in different areas. The Government does not intend to shut down dredging operations if the Contractor is unable to transmit live camera data solely due to the unavailability of cell coverage. If lack of cell coverage disrupts data transmission, the contractor shall notify the CO within two hours and provide an alternate data transmission frequency (minimum daily data transfer).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section --

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SECTION 01 22 00.00 82

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM-1110-2-1003

(November 2013 Edition) Hydrographic
Surveying

1.2 GENERAL INFORMATION

In each instance the Contract price for an item will constitute full compensation in accordance with Contract Clause 252.236-7008, CONTRACT PRICES - BIDDING SCHEDULES. The Contract price and payment will also constitute full compensation for all work incidental to completion of the item, unless such work is otherwise specifically mentioned for separate payment under another bid item. In the event any work is required by the specifications Sections or by the drawings and not specifically mentioned in the measurement and payment paragraphs, separate and direct payment will not be made and all costs thereof are incidental to and included in the Contract prices and payments for all Contract Line Item Numbers (CLIN) listed in the price schedule.

1.3 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 Section 00 10 00, PRICE SCHEDULE, and described below. The unit price and payment made for each item listed will constitute full compensation for furnishing all plant, labor, materials, and equipment; performing all associated Contractor quality control, environmental protection, commissioning, preparation of as-builts, O&M manuals, tests and reports, meeting safety requirements; and for performing all work required for each of the unit price items.

1.4 JOB PAYMENT ITEMS

Payment items for the work of this Contract for which Contract job payments will be made are listed in Section 00 10 00, PRICE SCHEDULE, and described below. Include all costs for items of work, which are not specifically mentioned to be included in a particular job item, in the listed job item most closely associated with the work involved. The job price and payment made for each item listed will constitute full compensation for furnishing all plant, labor, materials, and equipment; performing all associated Contractor quality control, environmental protection, tests and reports, meeting safety requirements; and for performing all work required for which separate payment is not otherwise provided. Provide a schedule of values for job items prior to the start of work and submit an updated schedule with each payment request.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 MEASUREMENT AND PAYMENT

3.1.1 Mobilization and Demobilization, Base CLIN 0001

a. Measurement and payment for Mobilization and Demobilization will be considered complete and full compensation for the effort and cost to prepare the Contractor's plant and equipment for shipment; transport to and from the job site all necessary Contractor plant including related equipment, fuel, supplies, personnel required for its operation, and Government field office setup and on-board accommodations as stated in Section 01 10 10.00 82, CONTRACTOR'S OPERATIONS AND REQUIREMENTS (DREDGING); making ready for dredging; and maintaining plant and equipment in working condition at the site during the dredging period, and will be paid for at the Contract job price for this item. Plant subject to pre-work safety inspection requirements will not be considered "mobilized" until such equipment is determined to be in compliance as determined by the floating plant inspection and verified during the joint equipment walk-through. Criteria for equipment to be considered mobilized apply to all work locations. Demobilization must be from the final dredging area, regardless of location.

b. Mobilization will be paid once all equipment needed to commence dredging and perform material placement operations is on site in accordance with the schedule required in Section 01 10 00.00 82, CONTRACT ADMINISTRATION DATA (DREDGING). All costs associated with mobilization of all equipment for all base and optional items will be included in this bid item. No more than a total of 60 percent will be paid for mobilization; mobilization payments for multiple dredge plant will be determined by the Government and will be based on the approved project schedule. This CLIN may be separated into subitems for funding purposes. Mobilization charges will be spread throughout the subitems.

c. The remaining 40 percent will be paid upon final completion and acceptance of the minimum specification requirements at all work sites and areas of operation. Demobilization charges may be spread throughout the funding subitems.

3.1.2 Dredging and Placement of Materials; Tongue Point Access Channel, Outer Shoal STA 00+15 to STA 00+35, Pre/Post Dredge Survey, In-Water Placement, Base CLIN 0002AA & 0002AB

a. Measurement and payment for this bid item will be considered complete and full compensation for the effort and cost to excavate the entire dredging pay areas to not less than the required dredging depths in accordance with Section 35 20 23.00 82, DREDGING AND CHANNEL CLEARING, including water quality monitoring and placement of all dredged material within the Government furnished placement site(s), and will be paid at the Contract unit price (cubic yards of dredged material) for this item.

b. The Government will determine cubic yard quantities for payment by taking pre-dredge and post-dredge surveys utilizing electronic depth

sounding and horizontal positioning equipment. See paragraph DREDGING QUANTITY COMPUTATIONS for measurement description.

3.1.3 Dredging and Placement of Materials; Tongue Point Access Channel, Inner Shoal STA 00+35 to STA 01+32, Pre/Post Dredge Survey, In-Water Placement, Base CLIN 0003AA & 0003AB

a. Measurement and payment for this bid item will be considered complete and full compensation for the effort and cost to excavate the entire dredging pay areas to not less than the required dredging depths in accordance with Section 35 20 23.00 82, DREDGING AND CHANNEL CLEARING, including water quality monitoring and placement of all dredged material within the Government furnished placement site(s), and will be paid at the Contract unit price (cubic yards of dredged material) for this item.

b. The Government will determine cubic yard quantities for payment by taking pre-dredge and post-dredge surveys utilizing electronic depth sounding and horizontal positioning equipment. See paragraph DREDGING QUANTITY COMPUTATIONS for measurement description.

3.1.4 Remote Video Monitoring System; CLIN 0004

a. Measurement and payment for this bid item will be considered complete and full compensation for the effort and cost to provide and maintain the operation for two cameras used for video monitoring, as well as data management until the project is complete. Camera requirements are outlined in Section 01 10 10.00 82, CONTRACT ADMINISTRATION DATA (DREDGING).

b. Payment will be made as a percentage of the Contract amount prorated by overall contract work completed at the time of the pay request based on the most recent schedule update provided.

3.2 SUBMISSION OF INVOICES FOR PAYMENT

Submit invoices for payment as required in Section 00 73 00, Special Contract Clause INVOICE SUBMITTAL. Progress payments for work accomplished will be made monthly.

3.3 PAYMENT METHOD

3.3.1 Pre/Post Dredge Survey

a. In Pre/Post Dredge Survey work areas, the Government will provide a required channel depth, with a maximum pay depth of 1 foot beyond the required channel depth.

b. The Government will determine cubic yard quantities for payment and acceptance by utilizing electronic depth sounding and horizontal positioning equipment. Sounding depths used for determination of pay quantity volumes will generally be derived from surveys utilizing 200 kHz single-beam, or multi-beam acoustic methods. However, the Government reserves the right to take soundings by any method, including: leadline, or trigonometric leveling (total station)/differential leveling; the same method will be used for the pre and post survey of a given reach.

c. Accuracy(ies) will be in accordance with stated quality control

values in EM-1110-2-1003. Upon request, the Government will provide the survey line files by which surveys are run.

d. Government Equipment: The following survey equipment (or comparable) will be used by the Government Survey Crew during the collection of sounding data and will be considered the standard for which data is obtained:

(1) Positioning and Attitude System: Applanix POS MV V5 Wavemaster
Multibeam Echosounder: Teledyne RESON T-50
Singlebeam Echosounder: Teledyne ODOM CV-100 with a 3 degree
200khz transducer
Sound Velocity Profiler: AML BaseX

(2) Note: The Government will be available by request to run check surveys between the Contractor's and Government's survey vessels prior to the start of work. The Contractor must request any side-by-side survey checks at least seven days in advance.

e. All Contractor owned equipment including all attendant plant and anchor lines must be removed from the acceptance area prior to the initiation of a survey. If equipment remains in the acceptance area at the time of survey, the survey will be cancelled and the full daily rate of \$5,800 will be charged.

f. For all Contractor surveys, furnish the originals of all field notes, sounding plots, and electronic survey data described in Section 01 45 00.00 82, QUALITY CONTROL (DREDGING), along with all other records relating to the survey or to the layout of the work, to the Government, who may consider them to the extent necessary to determine the amount of progress payments. Retain copies of all such material furnished to the Government.

g. Submit individual government survey requests for all pre-dredge and post-dredge surveys.

h. Survey Time Frames

(1) All requests for Government surveys must be made by submission of a Hydrographic Survey Request Form (Attachment A6). The request must be submitted to the Government representative(s) identified at the pre-construction conference. The dredge, including all attendant plant and anchor lines must be clear of the acceptance area(s) before a survey is made. The Government Survey periods stated below are contingent on weather and sea conditions.

(2) All survey requests must be submitted a minimum of four calendar days prior to the date on which the survey is required, or immediately upon receiving the pre-dredge survey layout if the post-dredge survey will be needed in less than four calendar days.

(3) The Government will perform all post dredge surveys within five calendar days of the requested date and will provide acceptance or rejection of each area within one day following the survey. The complete layout or post dredge package (i.e. electronic survey data, layout chart, and quantity computations) will be available two calendar days thereafter.

(4) The Government may conduct periodic progress surveys at all

work locations.

(5) Notify the GQAR in advance of any surveys conducted and the GQAR will have the option of attending these surveys. Conduct all surveys in accordance with EM-1110-2-1003.

i. Request in writing for additional information for each survey, to include:

(1) Daily Report of Hydrographic Survey Operations

(2) Metadata

(3) Type of Survey: Multi- or Single-Beam

(4) Bar Check Calibration

(5) Sound Velocity Profile Report

(6) Survey Tide File Log

(7) Lead Line Report (when applicable)

(8) Copy of Field Book (scanned)

(9) Computation Report: The computation report will indicate the surveys used (identified by location and date) and the program and computation method used.

j. In the event it becomes necessary to reschedule a request for survey, notify the Government at least one calendar day prior to the first day of the scheduled survey period. Failure to provide such notification will result in a charge of one-half the daily rate for a Government survey crew. If the survey party mobilizes to the site before the survey is cancelled, the full daily rate for a Government survey crew of \$5,800 will be charged.

k. See Attachment All Survey Acceptance Criteria for survey methods and acceptance language for each work location. A work area will be accepted when all of the survey values inside the channel limits are equal to or deeper than the required channel depth.

l. The cross sections shown on the Contract drawing(s) represent the anticipated pre-dredge condition prior to start of work and are derived from the latest available survey data.

m. Should more than one sounding or sweeping operation 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 second and any subsequent sounding or sweeping operation will be charged at the rate of \$5,800 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 operations.

NOTE: The Contractor should consider conducting some means of hydrosurvey prior to requesting a government post dredge survey for acceptance of a work area so as to avoid being assessed the fee prescribed in the paragraph above.

n. The most recent hydrographic surveys performed by the Portland District may be obtained at the following link:
<http://www.nwp.usace.army.mil/Missions/Navigation.aspx>.

3.3.2 Dredging Quantity Computations

a. As prescribed in paragraph Pre/Post Dredge Survey of this Subpart, the Government will determine cubic yard quantities for payment and acceptance by utilizing electronic depth sounding and horizontal positioning equipment.

b. As required, data from land surveys will be obtained and incorporated into the volume computation.

c. The dredging pay prism is defined by the intersection of the maximum pay depth and the pay slope, as shown by Attachment A3, Descriptive Sketch. Slopes are assumed to project upward from the maximum pay depth at 1-vertical to 3-horizontal, regardless of whether it is found to be representative of the actual side slope conditions. Material removed from outside of the maximum pay prism will not be considered for payment.

d. Cubic yard volumes will be computed by comparing the Government's pre-dredge and post-dredge soundings against the advanced channel design template. The Government intends to use Hypack software to compute pay volumes using the Triangulated Irregular Network (TIN) surface volume computation method. Computed pay volumes will be the difference between the TIN to CHANNEL computation of the post-dredge survey, and the TIN to CHANNEL computation of the pre-dredge survey. No adjustments will be made for infill material (Y1) from any cause. See Section 35 20 23.00 82, DREDGING AND CHANNEL CLEARING, regarding estimation of non-payable material.

3.3.3 Quality Assurance Surveys

A high frequency of Government performed surveys must be anticipated. The Government may elect to perform, for the Government's use, up to two quality assurance surveys in each acceptance area. These surveys are not intended to supplement or replace the Contractor's QC/progress surveys. The Government will provide 48 hour notice prior to initiating a quality assurance survey. The Government quality assurance surveys will be conducted without impact to Contractor's operations. Government quality assurance surveys will not be used for the basis of progress payments.

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GOVERNMENTAL SAFETY REQUIREMENTS (DREDGING)

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 within the text by the basic designation only.

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)

ASSE/SAFE A10.28	(2011) Safety Requirements for Work Platforms Suspended from Cranes or Derricks - American National Standard for Construction and Demolition Operations
ASSE/SAFE A10.34	(2001; R 2012) Protection of the Public on or Adjacent to Construction Sites
ASSE/SAFE Z359-PKG	(2009) Fall Protection Code
ANSI/ASSE Z490.1	(2009) Criteria for Acceptance Practices in Safety, Health, & Environmental Training

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B30-PKG	Load Handling Equipment
ASME B30.8	(2020) Floating Cranes and Floating Derricks

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10	(2018; ERTA 1-2 2018) Standard for Portable Fire Extinguishers
NFPA 241	(2019) Standard for Safeguarding Construction, Alteration, and Demolition Operations
NFPA 51B	(2019; TIA 20-1) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70	(2020; ERTA 20-1 2020; ERTA 20-2 2020; TIA 20-1; TIA 20-2; TIA 20-3; TIA 20-4) National Electrical Code
NFPA 70E	(2021) Standard for Electrical Safety in the Workplace

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety -- Safety and Health
Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1910.146 Permit-required Confined Spaces

29 CFR 1910.94 Ventilation

29 CFR 1915 Occupational Safety and Health Standards
for Shipyard Employment

29 CFR 1926 Safety and Health Regulations for
Construction

CPL 2.100 (1995) Application of the Permit-Required
Confined Spaces (PRCS) Standards, 29 CFR
1910.146

CPL 02-00-147 OSHA Control of Hazardous Energy -
Enforcement Policy and Inspection
Procedures

1.2 DEFINITIONS

a. High Visibility Mishap. Any mishap which may generate publicity and/or high visibility. The following high visibility mishaps must be reported immediately:

(1) Electrical - to include Arc Flash and Uncontrolled release of Hazardous Energy.

(2) Load Handling Equipment of Rigging.

(3) Fall-from-Height; and

(4) Underwater diving

b. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by a physician or registered personnel.

c. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

(1) Death, regardless of the time between the injury and death, or the length of the illness;

(2) Days away from work (any time lost after day of injury/illness onset);

(3) Restricted work or transfer to another job;

(4) Medical treatment beyond first aid;

(5) Loss of consciousness; or

(6) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (5) above.

d. "USACE" property and equipment specified in EM 385-1-1 must be interpreted as Government property and equipment.

1.3 REGULATORY REQUIREMENTS

a. In addition to the detailed requirements included in the provisions of this Contract, comply with the most recent edition of EM 385-1-1, in effect on the date of the Solicitation for this Contract, and applicable Federal, State, and local laws, ordinances, criteria, rules and regulations. This necessarily includes applicable municipal noise control requirements in Portland City Code Title 18. Submit regulatory citations, violations, and corrective action and matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements must apply.

b. Contact the Contracting Officer immediately of any OSHA or other regulatory agency inspection or visit, and provide the Contracting Officer with a copy of each citation, report, and Contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

1.4 DRUG AND ALCOHOL USE PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site, to include administrative action for employees failing the program. Ensure that no employee uses illegal drugs, in accordance with Federal law, or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours and are fit for duty. During the Contract period a copy of tests, to include results of random testing, must be submitted to the Contracting Officer. No personal data must be submitted, only numbers of individuals tested and results of tests.

1.5 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

1.5.1 Personnel Qualifications

1.5.1.1 Site Safety and Health Officer (SSHO)

1.5.1.2 Staffing for USACE Dredging Contracts

a. Dredging contracts may include several project sites; this Contract will require a minimum of one full-time SSHO(s) assigned per project site. SSHO may be collateral SSHO duties in specific conditions listed below.

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

(1) A clamshell dredge, tug(s) and scow(s), scow route, and

material placement site; or

(2) A hydraulic pipeline dredge, attendant plant, and material placement site; or,

(3) A hopper dredge (include land-based material placement site - if applicable.)

c. On individual dredging project sites with a work force of less than eight active workers, the SSHO may be a collateral duty, with the same responsibilities of a full-time SSHO. When the SSHO is a collateral duty, the worker's primary duty cannot interfere with the SSHO duties.

1.5.1.3 SSHO Requirements for Dredging

a. In addition to requirements stated elsewhere in this specification, the SSHO must be present at the project site, located so they have full mobility and reasonable access to all major work operations, for at least one shift in each 24 hour period when work is being done. The SSHO, or Alternate SSHO, must be available during all shifts for immediate verbal consultation and notification, either by phone or radio. The SSHO must be a full-time, dedicated position, except as noted above, paragraph "SSHO Staffing for USACE Dredging Contracts". The SSHO must report to a senior project (or corporate) officials.

b. The SSHO must inspect all work areas and operations during initial set-up and at least monthly observe and provide personal oversight on each shift during dredging operations for projects with many work sites, more often for those with less work sites.

c. For projects with multiple shifts or when SSHO is temporarily off-site, an Alternate SSHO must be assigned to ensure SSHO coverage for the project at all times work activities are conducted. The Alternate SSHO must meet the same requirements and assume the responsibilities of the project SSHO. The Alternate SSHO position may be a collateral duty.

d. If the SSHO is off-site for a period longer than 24 hours, a qualified replacement SSHO must be provided and must fulfill the same roles and responsibilities as the primary/initial SSHO.

1.5.1.4 Designated Representative (DR) Requirements for Dredging

a. Designated Representatives (DR) are collateral duty safety personnel, with safety duties in addition to their full-time occupation, and support and supplement the SSHO efforts in managing, implementing, and enforcing the Contractor's Safety and Health Program. DRs must be individual(s) with work oversight responsibilities, such as masters, mates, fill foremen, and superintendents. DRs must not be positions requiring continuous mechanical or equipment operations, such as equipment operators.

b. Appoint a DR for all remote work locations more than 45 minutes travel time from the SSHO's duty location, typically including dredged material placement sites, towing and scow operations, and other operations.

c. The DRs must perform safety program tasks as designated by the SSHO and report safety findings to the SSHO/Alternate SSHO. The SSHO must

document results of safety findings and provide information for inclusion in the CQC reports to the Government Representative.

1.5.1.5 Safety Personnel Training Requirements for Dredging

a. The SSHO, Alternate SSHO, and DR for dredging contracts must take either the OSHA 30-hour Construction Safety Course or an equivalent 30 hours of formal safety and health training covering the subjects of the OSHA 30-hour Course (see EM 385-1-1 Appendix A, paragraph 4.b) applicable to dredging work and given by qualified instructors.

b. The SSHOs must also have taken eight hours of formal classroom or online safety and health related coursework in the past four years. Hours spent as an instructor in such courses will be considered the same as attending them, but each course only gets credit once (i.e. Instructing a 1-hour asbestos awareness course five times in the past four years provides one hour credit for training).

c. The SSHO, Alternate SSHO, and DR must have a minimum of three years continuous experience within the past five years in supervising/managing dredging, marine or land-based construction, work managing safety programs or processes, or conducting hazard analyses and developing controls in activities or environments with similar hazards. This is in lieu of the construction experience required by paragraph 01.A.17.b, EM 385-1-1.

1.5.1.6 Crane Operators

Meet the crane operator's training and medical requirements in EM 385-1-1, Section 16 and Appendix I; ASME B30-PKG; 29 CFR 1910; and 29 CFR 1926. Provide proof of current qualification.

1.5.1.7 Competent Person for Confined Space Entry

Provide a Competent person for confined space meeting the definition and requirements of EM 385-1-1, Section 34 who is assigned in writing by the Designated Authority to assess confined spaces and who possesses demonstrated knowledge, skill, and ability to:

a. Identify the structure, location, and designation of confined and permit-required confined spaces where work is done;

b. Calibrate and use testing equipment including but not limited to, oxygen indicators, combustible gas indicators, carbon monoxide indicators, and carbon dioxide indicators, and to interpret accurately the test results of that equipment;

c. Perform all required tests and inspections specified in 29 CFR 1910.146 and 29 CFR 1915 Subpart B (Marine Work);

d. Assess hazardous conditions including atmospheric hazards in confined space and adjacent spaces and specify the necessary protection and precautions to be taken;

e. Determine ventilation requirements for confined space entries and operations;

f. Assess hazards associated with hot work in confined and adjacent space and determine fire watch requirements; and,

g. Maintain records required.

1.5.1.8 Competent Person for the Health Hazard Control and Respiratory Protection Program

Provide a Competent person meeting the requirements of EM 385-1-1 who is:

a. Capable by education, specialized training and/or experience of anticipating, recognizing, and evaluating employee exposure to hazardous chemical, physical and biological agents in accordance with EM 385-1-1, Section 6.

b. Capable of specifying necessary controls and protective actions to ensure worker health.

1.5.2 Personnel Duties

1.5.2.1 Site Safety and Health Officer (SSHO)

The Superintendent, QC Manager, and SSHO are subject to dismissal if the above duties are not being effectively carried out. If the Superintendent, QC Manager, or SSHO are dismissed, project work will be stopped and will not be allowed to resume until a suitable replacement is approved and the above duties are again being effectively carried out. The SSHO must:

a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Daily Contractor Quality Control Report.

b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Contractor Quality Control Report for prime and subcontractors.

c. Maintain applicable safety reference material on the job site.

d. Attend the pre-construction conference, pre-work meetings including the Contractor Quality Control Preparatory Phase inspection meeting, Initial Phase inspection meetings, Follow-up Phase, additional Preparatory and Initial Phase meetings, and periodic in-progress meetings.

e. Implement and enforce accepted APPs and AHAs.

f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. Post a list of unresolved safety and health deficiencies on the safety bulletin board.

g. Ensure subcontractor compliance with safety and health requirements.

h. Maintain a list of hazardous chemicals on site and their safety data sheets (SDS).

1.5.3 Meetings

1.5.3.1 Preconstruction Conference

a. The purpose of the Preconstruction conference is for the Contractor and the Contracting Officer to become acquainted and explain the functions and operating procedures of their respective organizations.

b. Contractor representatives who have a responsibility or significant role in accident prevention on the project must attend the preconstruction conference. This includes the project superintendent, SSHO, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

c. Discuss the details of the submitted APP to include incorporated plans, programs, procedures, and a listing of anticipated AHAs that will be developed and implemented during the performance of the Contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.

d. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the Preconstruction conference, and the Contractor must revise the plan to correct deficiencies and re-submit it for acceptance. Do not begin work until there is an accepted APP.

1.5.3.2 Safety Meetings

Conduct weekly safety meetings at the project site for all employees as required by EM 385-1-1. The Contracting Officer must be informed of the meeting in advance and be allowed attendance. Minutes showing Contract title, signatures of attendees, and a list of topics discussed must be attached to the Daily Contractor Quality Control Report.

1.5.3.3 Work Phase Meetings

Appropriate AHA's must be discussed during CQC work phase meetings as required in Section 01 45 00.00 25, QUALITY CONTROL.

1.6 TRAINING

1.6.1 New Employee Indoctrination

New employees (prime and subcontractor) must be informed of specific site hazards before they begin work. Documentation of this orientation must be kept on file at the project site.

1.6.2 Periodic Training

Provide Safety and Health Training in accordance with EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all on-site employees.

1.6.3 Training Plan

Prior to beginning a new phase, training must be provided to all affected employees to include a review of the AHA to be implemented. Contractors can chose to utilize Job Hazard Analyses in lieu of AHAs as long as the JHA meets the requirements of an AHA to include a Risk Assessment.

1.6.4 Fall Protection Training Program

Institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, provide training for each employee who might be exposed to fall hazards, see paragraph FALL HAZARD PROTECTION AND PREVENTION PROGRAM. Fall protection training must be provided by a Competent person in accordance with EM 385-1-1, Section 21. Training and evaluations for fall protection and rescue must be documented and retained for the current training program per ASSE/SAFE Z359-PKG.

1.7 ACCIDENT PREVENTION PLAN (APP)

1.7.1 General Information

a. Use a Qualified person to prepare the written site-specific APP. See Appendix Q of EM 385-1-1 for definition of Qualified Person. Prepare the APP in accordance with the format and requirements of EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in EM 385-1-1, Appendix A, entitled Minimum Basic Outline for Accident Prevention Plans. Specific requirements for some of the APP elements are described below:

(1) The APP must be job-specific and must address any unusual or unique aspects of the project or activity for which it is written.

(2) The APP must interface with the Contractor's overall safety and health program. Include any portions of the Contractor's overall safety and health program referenced in the APP in the applicable APP element and made site-specific.

(3) The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors.

(4) Contractors must inform their subcontractors of the safety provisions under the terms of the Contract and the penalties for non-compliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

(5) The APP must be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, and the designated SSHO.

b. Submit the APP to the Contracting Officer 15 calendar days after Notice to Proceed for acceptance. Work cannot proceed without an accepted APP. The Contracting Officer will review and comment on the Contractor's submitted APP and accept it when it meets the requirements of the Contract provisions.

c. Once accepted by the Contracting Officer, the APP and appendices

will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP will be cause for stoppage of work, at the discretion of the Contracting Officer, until the matter has been rectified.

d. Once work begins, changes to the accepted APP must be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO, and quality control manager. Should any severe hazard exposure, i.e. imminent danger, become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer, both verbally and in writing, within 24 hours of discovery. In the interim all necessary action must be taken by the Contractor to restore and maintain safe working conditions in order to safeguard on-site personnel, visitors, the public (as defined by ASSE/SAFE A10.34), and the environment.

e. Copies of the accepted APP must be maintained at the CO's office and at the work site. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Incorporate unusual or high-hazard activities not identified in the original APP in the plan as they are discovered.

1.7.2 EM 385-1-1 Contents

In addition to the requirements above and those outlined in Appendix A of EM 385-1-1, the following is required:

a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other Competent and Qualified personnel to be used. The duties of each position must be specified.

b. Qualifications of Competent and Qualified persons. As a minimum, designate Competent persons and submit qualifications for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

c. Confined Space Entry Plan. Develop a confined space entry plan in accordance with EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1910.146, 29 CFR 1915, and 29 CFR 1926, and any other Federal, State, and local regulatory requirements identified in this Contract. Identify the Qualified person's name and qualifications, training, and experience. Delineate the Qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by Contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

d. Health Hazard Control Program. Designate a Competent and Qualified person to establish and oversee a Health Hazard Control Program in accordance with EM 385-1-1, Section 6. The program must ensure that employees, on-site Government representatives, and others, are not adversely exposed to chemical, physical, and biological agents and that necessary controls and protective actions are instituted to

ensure health.

e. A Drug and Alcohol Use Prevention Program. Provide description of the on-site prevention program.

f. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, confined space entry, fall protection, crane operation, hazardous energy control, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.

g. Fall Protection and Prevention (FP&P) Plan. The plan must be site specific and address all fall hazards in the work place and during different phases of construction (paragraph entitled FALL HAZARD PROTECTION AND PREVENTION PROGRAM). It must address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A Competent Person For Fall Protection or a Qualified Person for Fall Protection prepare and sign the plan. See Appendix Q of EM 385-1-1 for definitions of Competent and Qualified Person for Fall Protection. The plan must include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, self-rescue, rescue and escape equipment and operations, evacuation procedures, training requirements, and monitoring methods. For Horizontal Lifelines, see EM 385-1-1, section 21 and ASSE/SAFE Z359-PKG. Revise the Fall Protection and Prevention Plan every six months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems, or work habits. The accepted Fall Protection and Prevention Plan must be kept and maintained at the job site for the duration of the project.

h. Site Safety and Health Plan. The safety and health aspects prepared in accordance with EM 385-1-1.

i. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. Submit 15 calendar days prior to on-site work and include the requirements of EM 385-1-1, Section 16, ASME B30-PKG, and the following:

(1) For lifts of personnel, the plan must demonstrate compliance with the requirements of EM 385-1-1, Section 16.

(2) For floating load handling equipment (LHE), a Naval Architectural Analysis (NAA) must be performed to determine floating platform stability, calculations identifying platform list and trim based on anticipated loading, and load charts based on calculated list and trim. The amount of list and trim must be within the manufacturer's requirements.

j. Standard Lift Plan. For all crane activities a written standard lift plan (SLP) must be prepared for every lift or series of lifts (if duty cycle or routine lifts are being performed). The SLP must be

developed, reviewed and accepted by all personnel involved in the lift in accordance with EM 385-1-1, Section 16.

k. Fatigue Management Plan (FMP). A FMP must be completed as part of the APP whenever work hours:

- (1) exceed 10-hours a day for more than four consecutive days;
- (2) exceed 50-hours in a seven day work week;
- (3) exceed 12-hours a day for more than three consecutive days, or
- (4) exceed 58-hours a week for sedentary (to include office) work.

1. Site Sanitation Plan.

(1) Due to the COVID-19 Pandemic, expand the Site Sanitation Plan within the APP. The plan, at a minimum, must include the following:

- (a) COVID-19 Awareness, Education & Communication Plan
- (b) COVID-19 Medical Screening Procedure
- (c) COVID-19 Medical Dismissal Policy
- (d) COVID-19 Travel Policy
- (e) COVID-19 Cleaning Procedures/Schedule
- (f) COVID-19 Methods of Prevention
- (g) COVID-19 Telework Policy
- (h) COVID-19 Positive Test Response Plan
- (i) COVID-19 Face Covering Policy

(2) For facilities which require medical screening during the time contract work is to occur, the minimum acceptable Medical Screening Procedure must include screening of all persons for an elevated temperature (100.4 degrees F or above) or respiratory symptoms and prohibit those individuals from entering the job site.

(3) For facilities which require face coverings during the time contract work is to occur, the minimum acceptable Face Covering Policy requires all individuals to wear at a minimum, a cloth face covering when they cannot maintain six feet of social distance at the worksite. Note that due to supply shortage, medical PPE such as N95 respirators and surgical masks, although this would satisfy the requirement, are encouraged to be saved for medical facilities and first responders. In the event your personnel purchase their own N95 mask for or are given the option to voluntarily use an N95 mask given by your company, those individuals must follow the requirements for OSHA's Voluntary Use of Respirators, reference 29 CFR 1910.134 Appendix D.

1.8 ACTIVITY HAZARD ANALYSIS (AHA)

1.8.1 General

a. The Activity Hazard Analysis (AHA) format must be in accordance with EM 385-1-1. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis must be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls. Develop an AHA for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work. The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed, sequence of work, specific safety and health hazards anticipated, control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used, inspection requirements, training requirements for all involved, and the Competent and Qualified persons in charge of that phase of work. For work with fall hazards, include fall hazards associated with scaffold erection and removal, identify the appropriate fall arrest systems. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include requirements for safeguarding excavations. For work with commissioning, address safeguarding measures related to commissioning.

b. An activity requiring an AHA must not proceed until the AHA has been accepted by the Contracting Officer and a meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activity, including on-site Government representatives. The Contractor must document meeting attendance at the preparatory, initial, and follow-up phases of quality control inspection.

c. The AHA must be continuously reviewed and, when appropriate, modified to address changing site conditions or operations.

d. Develop the activity hazard analyses using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the Contractor, supplier, or subcontractor and provided to the Prime Contractor for submittal to the Contracting Officer.

e. Contractor may use Job Hazard Analyses, Job Safety Analyses, or similar Risk Management procedures in lieu of an AHA, provided the data collected is the same as that required by the AHA.

1.8.2 Periodic AHA Review and Updating

Review the AHAs periodically (at least monthly) at the Contractor supervisory safety meeting and update when procedures, scheduling, or hazards change. The on-site superintendent, SSHO, and Competent persons used to develop the AHAs, including updates, must sign and date the AHAs before they are implemented.

1.9 DISPLAY OF SAFETY INFORMATION

Within 1 calendar day after commencement of on-site work, erect a Safety and Health Bulletin Board at the job site. Where size, duration, or logistics of project do not facilitate a bulletin board, an alternative method, acceptable to the Contracting Officer, that is accessible and includes all mandatory information for employee and visitor review, will be deemed as meeting the requirement for a bulletin board. Include and maintain information on safety bulletin board as required by EM 385-1-1, Section 01.A.06. Additional items required to be posted include:

- a. Confined space entry permit.
- b. Hot work permit.
- c. Marine Chemist Certificate (Marine Activities).

1.10 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in paragraph entitled REFERENCES. Maintain applicable equipment manufacturer's manuals.

1.11 EMERGENCY MEDICAL TREATMENT

Contractors must arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.12 PROJECT SAFE CLEARANCE PROCEDURE

Prior to beginning work, submit a Hazardous Energy Control Plan in accordance with EM 385-1-1. Ensure that each employee is familiar with and complies with the Lockout/Tagout Safe Clearance procedures in EM 385-1-1, CPL 02-00-147. Provide instruction and training for personnel that have any involvement with electrical equipment or lines; mechanical equipment; pressure systems; and vessels and lines containing dangerous or hazardous material which can be energized, pressurized, activated, or released remotely or inadvertently. Where the requirements of this specification and referenced documents vary, the most stringent requirements must apply.

1.13 FLOATING CRANES/DERRICKS, CRANE BARGES, AND AUXILIARY SHIPBOARD-MOUNTED CRANES

a. In accordance with EM 385-1-1, Section 16, Lifting equipment on floating cranes, crane barges and on ships (shipboard cranes) must be designed and constructed in accordance with one of the following standards:

- (1) ASME B30.8;
- (2) American Bureau of Shipping (ABS) Guide for Certification of Cranes, or
- (3) American Petroleum Institute (API) Specification 2C.

b. Manufacturer's Floating Service Load Chart. A LHE Floating Service Load Chart must be provided and in compliance with Section 16 of EM 385-1-1.

1.14 REPORTS

1.14.1 Accident Notification

Notify the GQAR by phone as soon as the scene is secure and notify the Contracting Officer by email as soon as practical, but no more than four hours, after any mishap meeting the definition of Recordable Injuries or Illnesses or High Visibility Mishap; meeting EM 385-1-1, Section 01, to include property damage equal to or greater than \$5,000. In conjunction with Section 00 72 00 Contract Clause 52.236-13 Alt I, ACCIDENT PREVENTION - ALTERNATIVE I, and EM 385-1-1 Section 1, the Contractor must report to the Government monthly the total man-hours expended at the project site by all employees (supervisory as well as labor) together with those of all subcontractors. The reporting period will start at 12:01 a.m. the first day of each month and end as of midnight on the last day of each month. Reporting must be made by telephone to the CO and Resident Engineer's office prior to the fifth day of the following month.

1.14.2 Accident or Mishap Reports

All accidents involving property damage, fires, personal equipment, and all injuries to the public, regardless of degree, must be reported to the CO and Resident Engineer on ENG Form 3394 and according to the schedule which follows:

a. Investigation and Reporting

(1) Conduct a mishap investigation for recordable injuries and illnesses, for Medical Treatment as defined in paragraph DEFINITIONS, property damage accidents resulting in at least \$5,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. Complete the accident or mishap reports form, ENG Form 3394, and provide the report to the CO within five calendar days of the accident.

(2) Conduct an accident investigation for any of the following High Visibility Mishap: (1) Electrical, (2) Load Handling Equipment or Rigging, (3) Fall-from-Height, (4) Underwater Diving to establish the root cause(s) of the accident. Initial report must be made within four hours, and a completed ENG Form 3394 must be provide to the Contracting Officer within five calendar days of the accident. Do not proceed with further operations until cause is determined and corrective actions have been implemented to the satisfaction of the CO.

(3) The CO and Resident Engineer must be notified by the most expeditious means available of all fatal and permanent total disability injuries, three or more persons hospitalized, all property damage of \$500,000 or more, and structural damage involving a question of structural adequacy. All incidents involving disabling injury or an injury which may result in an employee's lost time, or property damage of \$5,000 or more must be reported to the CO and Resident Engineer by telephone as soon as possible and in all cases within four hours.

(4) In all accidents enumerated in sub-item (3), investigate the circumstances before the scene of the accident is changed, take corrective action, and within 48 hours forward to the CO and

Resident Engineer four copies of ENG Form 3394.

(5) In the event of an accident involving a fatality, permanent total disability, hospitalization of one or more persons, or property damage of \$500,000 or more, the Contractor must promptly suspend all operations at the scene of the accident and notify the CO and Resident Engineer of the occurrence. Immediately provide for the rescue and/or care of the injured. Except in situations where safety may be compromised, access to the area must be restricted and the scene left undisturbed until investigated by a Government appointed board of investigation and until the Contractor is authorized to resume operations.

(6) If property damage and injury result from the same accident, the consequence may be noted on the same ENG Form 3394. If more than one person is injured in a single accident, ENG Form 3394 must be submitted for each person injured. The Resident Office staff will provide the required forms and assist in their preparation immediately upon notification of an accident.

b. Types of Accidents and Reports. For each accident that results in a consequence or combination of the consequences listed below, a complete report on ENG Form 3394 must be furnished to the CO and Resident Engineer. Please note that these reports cannot be used for any purpose other than accident reporting.

(1) Disabling injury (including death) is an injury that renders a person unable to perform a regularly established job on the day following the injury or on any subsequent day. Known suicide or deaths from natural causes are not reportable.

(2) Damage of \$5,000 or more to the Contractor's property or equipment, including motor vehicles and fire and/or damage to other property caused by the Contractor while executing the Contract.

(3) Accidents occasioned by flood, hurricane, tornado, fire, navigation, wind, ice, etc., and structural failure in excess of \$5,000.

1.14.3 Crane Testing Reports

Submit crane inspection reports required in accordance with Section 16 and Appendix I of EM 385-1-1, ASME B30-PKG, and as specified herein with the daily reports of inspections.

1.14.4 Certificate of Compliance

Provide a Certificate of Compliance for each crane entering an activity under this Contract (see Contracting Officer for a blank certificate). State within the certificate that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance comply with 29 CFR 1926 and EM 385-1-1 Section 16 and Appendix I. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. Also certify that all of its crane operators have been trained in the proper use of all safety devices (e.g., anti-two block devices). Post certifications on the crane.

1.15 HOT WORK

a. Submit and obtain a written permit prior to performing "Hot Work" (i.e. welding or cutting, etc.) or operating other flame-producing/spark producing devices. Contractors are required to meet all criteria before a permit is issued. In accordance with EM 385-1-1, provide at least two 20 pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers must have current inspection tag, approved safety pin, and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done. The Fire Watch must be trained in accordance with NFPA 51B and remain on-site for a minimum of 60 minutes after completion of the task or as specified on the hot work permit.

b. For floating plant, obtain services from a NFPA Certified Marine Chemist for "HOT WORK" within or around flammable materials (such as fuel systems, welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, vaults, etc.) that have the potential for flammable or explosive atmospheres.

1.16 SPECIAL SAFETY REQUIREMENTS

In addition to Section 00 72 00, Contract Clause 52.236-13 Alt I, ACCIDENT PREVENTION (Nov 1991)- Alternative I, and the referenced Safety and Health Requirements Manual, EM 385-1-1, comply with the following safety requirements:

1.16.1 Navigation and Vessel Safety

a. Conduct transfer of supplies or personnel by launch in a safe manner and in accordance with the procedures established under subitem (b) below. Transfers in rough conditions are at the discretion of the launch operator.

b. File a Float Plan when required by EM 385-1-1.

c. Personnel Transfer by Boat

(1) Establish a written procedure for transfer of personnel by boat. Include as a minimum the following items:

(a) Sea and weather conditions under which a personnel transfer will, or will not, be allowed.

(b) Procedure for establishing present sea conditions.

(c) Clear lines of authority regarding determination of safe sea conditions for a personnel transfer.

(2) Establish a written safety briefing for all personnel transferring by boat. Include the following items at a minimum and post on board both the launch and dredge:

(a) A requirement for the boat operator to provide a copy of the procedure and a verbal briefing for all personnel upon their initial transit to each work location (dredge or placement site).

(b) A log containing the names, dates, and location of each briefing provided.

(c) Detailed procedures for personnel transfer.

d. All U.S. Coast Guard Rules and Regulations including, but not limited to, the use of lights and day signals, draft limitations, safe speed in fog or limited visibility, and radio monitoring VHF-FM channel 13 or 16 as required must be strictly followed.

e. Give consideration to other channel users when going to and from the dredged material placement site. Take caution to avoid damage to crab pots or fishing nets in or near the channel or when transiting to placement areas. Reduced speed is required where there is a concentration of boats.

f. Immediately report to the GQAR any malfunctioning equipment that affects the safety of the personnel or plant.

g. Due to local sea and weather conditions, provide AHA's, and include Man Overboard Device (MOB/EPIRB) procedures in the AHA's for the following:

(1) Personnel working on deck without handrails.

(2) Personnel outside the handrails without fall protection.

1.16.2 Automatic Identification System and Man Overboard Devices

1.16.2.1 Automatic Identification System (AIS) requirements for Floating Plants and Vessels

a. All floating plants and vessels are required to have a properly installed and operational Automatic Identification System (AIS) that is installed and operated using the guidelines set forth by the U.S. Coast Guard (§ 164.46). Per the U.S. Coast Guard guidelines, the AIS is a maritime navigation safety communications system that:

(1) Provides vessel information, including the vessel's identity, type, position, course, speed, navigational status and other safety-related information automatically to appropriately equipped shore stations, other ships, and aircraft;

(2) Receives automatically such information from similarly fitted ships, monitors and tracks ships; and

(3) Exchanges data with shore-based facilities.

b. Properly installed AIS must have a shipboard display that can display nearby vessels and signals from man overboard devices.

1.16.2.2 Man Overboard Devices

All crew members aboard a floating plant or vessel are required to wear a personal Automatic Identification System Man Overboard Device (AIS MOB) that activates during a man overboard situation. The AIS MOB must meet the following requirements:

a. Operate on AIS Channels 1 & 2 and send an initial alert (MOB

Status) within 15 seconds of being activated. A position message must be automatically sent with a repetition interval of at least eight messages per minute.

b. Must alert all AIS equipped boats within a minimum range of 4 miles.

c. Capable of being activated both manually and automatically (when properly installed on a compatible PFD).

d. Must be waterproof at a depth of 5 meters or more.

e. Must have a minimum of 24-hour operational life post-activation.

f. Must have a minimum five-year battery life.

1.16.3 Rescue Systems, Procedures, and Equipment

a. Rescue Systems

(1) Rescue boat must be equipped with a rescue man overboard system that can be used by a single person. Train all personnel working on these vessels, on man overboard rescue techniques and procedures.

(2) Train all personnel, on all floating plant, in man overboard rescue. Provide man overboard training to all GQAR(s) overseeing the monitoring; anticipate training four to six GQAR(s) periodically.

(3) Any vessel that is to be operated on this Contract that falls under the parameters specified in paragraph Man Overboard Devices c of this Section, is required to have a rescue system installed and crew trained on its use.

b. Evacuation Drill: Prior to the start of work, the Contractor must conduct an Evacuation Drill. The drill will take place at the project site and demonstrate the Contractor's response and ability to transport an injured person off the work site. Any vessel used for excavation or rescue on the project must have sufficient power to perform during any tidal, sea, and weather conditions on the project that may arise during the life of the contract.

c. VHF Radios: Have VHF radios at all steering stations on board all dredges, survey vessels, launches and other boats used on the project.

d. Personal Flotation Devices (PFDs): Meet the requirements of EM 385-1-1. In addition to the requirements of EM 385-1-1, PFDs must be worn on the decks of all launches and motorboats regardless of whether handrails are installed. Launches and motorboats include survey vessels and all other small boats used on the project.

1.17 SEVERE STORM PLAN

In the event of a severe storm warning:

a. Secure outside equipment and materials and place materials that could be damaged in protected areas.

b. Check surrounding area for loose material, equipment, debris, and

other objects that could be blown away or against existing work.

c. Ensure that temporary erosion controls are adequate.

d. Provide a Severe Storm Plan for removing or securing plant and evacuation of personnel for floating plants in emergencies. Include this plan as part of the APP and meet the requirements of EM 385-1-1.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

3.1.1 General

Comply with EM 385-1-1, NFPA 241, ASME B30-PKG, the APP, the AHA, Federal and/or State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard will prevail.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this Contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, and lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.3 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead-based paint, friable and non-friable asbestos, and other OSHA regulated chemicals (i.e. 29 CFR 1910.1000). If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to the appropriate terms of the contract.

3.2 PRE-OUTAGE COORDINATION MEETING

Utility outages must be requested, approved, and coordinated with the Contracting Officer as specified in Section 01 10 10.00 25, CONTRACTOR'S OPERATIONS AND REQUIREMENTS. Prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the CO to review the scope of work and the Project Specific Safe Clearance Procedures for worker protection.

3.3 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

3.3.1 General

Designate a Competent or Qualified Person for Fall Protection to establish, prepare, and sign a fall protection and prevention (FP&P) plan for the protection of all employees exposed to fall hazards in accordance with ASSE/SAFE Z359-PKG and EM 385-1-1. Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The plan will include: company policy, identify responsibilities, qualifications, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment, and rescue and evacuation procedures; and must be submitted in the APP. Definitions and nomenclature must be used in accordance with ASSE/SAFE Z359-PKG. Identify Competent/Qualified persons, as required, for fall protection and maintain a list of current certificates and completed training courses for each person. Qualified and Competent persons (See EM 385-1-1, Appendix Q) requirements are as follows:

a. A Qualified person must have a recognized degree or professional certificate that relates to fall protection and rescue and with extensive knowledge, training, and experience in the fall protection and rescue field and must be capable of designing, analyzing, evaluating, specifying, inspecting, and assembling fall protection and rescue equipment and systems. The Qualified person must also have working knowledge of current fall protection regulations and standards, physical sciences, engineering principles, and meet the qualifications of a Competent person.

b. A Competent Person, designated in writing by the Contractor, will be responsible for the immediate supervision, implementation, and monitoring of the Contractor's managed Fall Hazard Protection and Prevention Program, who through training and knowledge in the fall protection and rescue field, is capable of identifying, evaluating, and addressing existing and potential fall hazards, and who has the authority to take necessary corrective measures. To be qualified as a Competent Person for Fall Protection, the individual must have a minimum of 24 hours of Competent Person for Fall Protection training, with a combination of formal classroom and practical documented training. Training will be performed by a competent person training or a qualified person trainer conforming to the requirements of ANSI/ASSE Z490.1, Criteria for Accepted Practices in Safety, Health and Environmental Training. In addition, Competent Person refresher training must be conducted at least every two years to stay current with fall protection and rescue educational industry requirements, or when new fall protection systems are used or installed, or new fall hazards are encountered per ASSE/SAFE Z359-PKG. A Qualified person may perform the duties and responsibilities of a Competent Person if their training meets the above minimum training requirements.

3.3.2 Fall Protection Equipment and Systems

3.3.2.1 General

Enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1, Section

21. In addition to the required fall protection systems, safety skiff, personal floatation devices, and life rings etc., are required when working above or next to water in accordance with EM 385-1-1, Section 05 and 21. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platforms. Safety requirements for work platforms suspended from cranes or derricks must comply with ASSE/SAFE A10.28. In addition, personal fall restraint systems are required when operating other equipment such as scissor lifts. Fall protection must comply with EM 385-1-1, and ASSE/SAFE Z359-PKG.

3.3.2.2 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components must meet ASSE/SAFE Z359-PKG. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts are prohibited, to include use in Fall Restraint. Harnesses must have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners must be used meeting the 3,600 lb. gate strength requirement. Webbing, straps, and ropes must be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment must not exceed 6 feet. The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall must always be taken into consideration when attaching a person to a fall arrest system. All harnesses must be equipped with Trauma Suspension Straps or similar to provide short-term relief from the effects of orthostatic intolerance. Effective July 2016, all energy absorbers must be equipped with a deployment indicator.

3.3.3 Work Over Water

Prepare and provide a fall prevention and protection plan. The plan must comply with EM 385-1-1, Section 21.

3.3.4 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, must be certified (or re-certified) by a Qualified person for fall protection in accordance with ASSE/SAFE Z359-PKG. Existing horizontal lifeline anchorages must be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

3.3.5 Horizontal Lifelines

Design, install, certify, and use under the supervision of a Qualified person horizontal lifelines for fall protection as part of a complete fall arrest system in compliance with ASSE/SAFE Z359-PKG and EM 385-1-1, Section 21.

3.3.6 Guardrails and Safety Nets

Design, install, and use guardrails and safety nets in accordance with EM 385-1-1, Section 21 and 19 (Marine).

3.3.7 Rescue and Evacuation Procedures

When personal fall arrest systems are used, ensure that the mishap victim

can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Evacuation Plan will include rescue vessel draft demonstrating the rescue vessel can safely access the project location in all tidal conditions. Include the Rescue and Evacuation Plan within the AHA for the phase of work, in the FP&P Plan, and the APP.

3.3.8 Aerial Lift Equipment and Movable Work Platforms

In addition to the guardrail provided, the equipment must be equipped with anchorages meeting ASSE/SAFE Z359-PKG. A restraint system must be used in addition to guardrails and the lanyards must be sufficiently short to prohibit workers from climbing out of, or being ejected from the platform.

3.3.9 Safety Monitoring System

The use of a safety monitoring system as a fall protection method is prohibited.

3.3.10 Controlled Access Zones

The use of Controlled Access Zones as a fall protection method is prohibited.

3.4 EQUIPMENT

3.4.1 Load Handling Equipment (LHE)

Load Handling Equipment (LHE) must comply with ASME B30-PKG and the following:

- a. Load Handling Equipment such as forklifts must not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
- b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.
- c. Operators of forklifts or power industrial trucks must be licensed in accordance with OSHA.

3.4.2 Cranes, Hoists, and Rigging

- a. LHE as specified in EM 385-1-1, Section 16.
- b. Comply with the LHE manufacturer's specifications and limitations for erection and operation of LHE used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30-PKG). Perform all testing in accordance with the manufacturer's recommended procedures.
- c. Comply with ASME B30-PKG, OSHA and the EM 385-1-1 for all cranes.
- d. When operating in the vicinity of overhead transmission lines, operators and riggers must be alert to this special hazard and follow the requirements of EM 385-1-1, Sections 11, and ASME B30-PKG.

- e. Do not use personnel work platforms (man-baskets) unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Hoisting personnel must be allowed by the LHE Manufacture, this activity is a critical lift and a critical lift plan is required.
- f. Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10, Standard for Portable Fire Extinguishers.
- g. All employees must keep clear of loads about to be lifted and of suspended loads.
- h. Use cribbing when performing lifts on outriggers.
- i. The LHE hook/block must be positioned directly over the load. Side loading of LHE is prohibited unless allowed by the manufacture.
- j. Position a physical barricade to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
- k. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the LHE that was inspected must always be available on-site.
- l. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane must be available on-site.
- m. Certify that all LHE operators have been trained in proper use of the equipment they are authorized by type, class and capacity.
- n. Certify that all LHE meet the manufactures requirements by completing and submitting the certification of compliance (COC)for in the EM 385-1-1 prior to the start of work.
- o. All LHE operators must have a physical if required by the EM 385-1-1, and must be signed by a Medical Doctor (MD) or Doctor of Osteopathy (DO).
- p. All lifts with LHE must be planned in advance by developing a Standard lift plan (SLP) per the EM 385-1-1.

3.5 EXCAVATIONS

3.5.1 Soil Classification

Soil classification must be performed by a competent person in accordance with EM 385-1-1.

3.5.2 Utility Locations

All underground utilities in the work area must be positively identified by a third party, independent, private utility locating company in addition to any station locating service and coordinated with the station utility department.

3.5.3 Utility Location Verification

Physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system.

3.5.4 Utilities Within and Under Concrete, Bituminous Asphalt, and Other Impervious Surfaces

Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever Contract work involves chipping, saw cutting, or core drilling through concrete, bituminous asphalt or other impervious surfaces, the existing utility location must be coordinated with station utility departments in addition to location and depth verification by a third party, independent, private locating company. The third party, independent, private locating company must locate utility depth by use of Ground Penetrating Radar (GPR), X-ray, bore scope, or ultrasound prior to the start of demolition and construction. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the Contractor from meeting this requirement.

3.6 ELECTRICAL

3.6.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator 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 the 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. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

3.6.2 Portable Extension Cords

Size portable extension cords in accordance with manufacturer ratings for the tool to be powered and protected from damage. Immediately remove from service all damaged extension cords. Portable extension cords must meet the requirements of EM 385-1-1, NFPA 70E, and OSHA electrical

standards.

3.7 WORK IN CONFINED SPACES

Comply with the requirements in Section 34 of EM 385-1-1, OSHA 29 CFR 1915 (marine works), OSHA Directive CPL 2.100, and OSHA 29 CFR 1926. 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 EM 385-1-1, Section 34, for entry procedures.) All hazards pertaining to the space must 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 to ensure exposure to any hazardous atmosphere is kept below its' action level.

c. Ensure the use of rescue and retrieval devices in confined spaces greater than 5 feet in depth. Conform to Section 34 of 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 entrants and attendants for the work. Conform to Section 34 of EM 385-1-1.

f. Post the confined space entry permit in a conspicuous place close to the confined space entrance.

3.8 CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, must comply with OSHA regulations, such as 29 CFR 1910.94, and EM 385-1-1, Section 06. Develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

3.9 HOUSEKEEPING

3.9.1 Clean-Up

All debris in work areas must be cleaned up daily or more frequently if 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 the Contract documents, dry cutting of brick or masonry must be prohibited. Wet cutting must address control of water runoff.

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SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization (e.g. ASTM B564 Standard Specification for 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.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
1 Batterymarch Park
Quincy, MA 02169-7471
Ph: 800-344-3555
Fax: 800-593-6372
Internet: <https://www.nfpa.org>

U.S. ARMY CORPS OF ENGINEERS (USACE)
CRD-C DOCUMENTS available on Internet:
<http://www.wbdg.org/ffc/army-coe/standards>
Order Other Documents from:
Official Publications of the Headquarters, USACE
E-mail: hqpublications@usace.army.mil
Internet: <http://www.publications.usace.army.mil/>
or
<https://www.hnc.usace.army.mil/Missions/Engineering-Directorate/TECHINFO/>

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
1200 Pennsylvania Avenue, N.W.
Washington, DC 20004
Ph: 202-564-4700
Internet: <https://www.epa.gov>
--- Some EPA documents are available only from:
National Technical Information Service (NTIS)
5301 Shawnee Road
Alexandria, VA 22312
Ph: 703-605-6060 or 1-800-363-2068
Fax: 703-605-6880
TDD: 703-487-4639

E-mail: info@ntis.gov
Internet: <https://www.ntis.gov/>

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road
College Park, MD 20740-6001
Ph: 866-272-6272
Internet: <https://www.archives.gov/>
Order documents from:
Superintendent of Documents
U.S. Government Publishing Office (GPO)
732 N. Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800 or 866-512-1800
Bookstore: 202-512-0132
Internet: <https://www.gpo.gov/>

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

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SECTION 01 45 00.00 82

QUALITY CONTROL (DREDGING)

PART 1 GENERAL

1.1 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control system, and all associated costs will be included in the applicable unit prices or lump-sum prices contained in the Price Schedule.

1.2 REFERENCES

The publication 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)

EM-1110-2-1003

(November 2013 Edition) Hydrographic
Surveying

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL

Establish and maintain an effective quality control (QC) system in compliance with Section 00 72 00 GENERAL CONDITIONS, Contract Clause 52.246-12, INSPECTION OF CONSTRUCTION. The quality control system must consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract requirements. The QC system must cover all dredging operations, and must be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer (CO) for non-compliance with quality requirements specified in the Contract. The project superintendent in this context will mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 CONTRACTOR QUALITY CONTROL PLAN

3.2.1 General

Submit for review and acceptance by the Government, the CQC Plan proposed to implement the requirements of Section 00 72 00 GENERAL CONDITIONS, Contract Clause 52.246-12, INSPECTION OF CONSTRUCTION. Submit the CQC Plan as part of the Project Specific Management Plan (PSMP) as stated in Section 01 10 00.00 82, CONTRACT ADMINISTRATION DATA (DREDGING). The plan must identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim CQC plan for the first 7 calendar days of operation. The Contractor must not begin dredging until acceptance of the CQC Plan or acceptance of an

interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan must not begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan must include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff will implement the three phase control system for all aspects of the work specified. The staff must include a CQC System Manager who reports to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the Contract. The CQC System Manager must issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Furnish copies of these letters to the Government. Certify that the entire CQC staff has read the plans and specifications.

d. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test.

e. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

f. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures must establish verification that identified deficiencies have been corrected.

g. Reporting procedures, including proposed reporting formats, and samples of all required attachments including placement site data.

h. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each Section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable feature under a particular Section. This list will be agreed upon during the coordination meeting.

i. Description of method to ensure dredging and placement within

specified limits. Conduct frequent progress surveys to monitor and manage the CQC requirements. All surveys conducted by the Contractor must be in accordance with the EM-1110-2-1003. Notify the COR in advance of any surveys conducted by the Contractor, and the COR will have the option of accompanying the Contractor on these surveys. Include the manufacturer, model, and equipment operating frequency for the electronic positioning and tide measuring equipment and procedures for verifying accuracy in accordance with subparagraph Positioning Equipment.

j. Daily production estimating method.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, notify the COR in writing of any proposed change. Proposed changes are subject to acceptance by the COR.

3.3 QUALITY CONTROL ORGANIZATION

3.3.1 General

a. The requirements for the CQC organization are a CQC System Manager and a sufficient number of additional qualified personnel to ensure Contract compliance. The CQC organization must be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the Contract. All CQC staff members are subject to acceptance by the COR.

b. CQC system managers are expected to be on board the dredge, survey boat(s), and monitoring vessels, actively monitoring quality of work and safety for all aspects of the daily dredging operation. The CQC system manager is expected to review all electronic data associated with the dredging and placement and is responsible for quality control and accuracy of this data.

3.3.2 CQC System Manager

Identify as CQC System Manager an individual within the on-site work organization who will be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. A CQC System Manager must be on the site at all times during construction and must be employed by the prime Contractor. The CQC System Manager will be assigned as System Manager and must have no duties other than Quality Control Manager. An alternate for the CQC System Manager must be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate are the same as for the designated CQC System Manager.

3.3.3 Personnel Requirements

a. The CQC System Manager must have a minimum of 5 years verifiable experience working with dredging utilizing the type of floating plant proposed for the project. At the sole discretion of the COR, education such as an engineering degree, may be substituted for a portion of the required experience. In addition to the requirements in this Section, the CQM must have skills typical of a field engineer including the following areas:

(1) Surveys: An understanding of basic survey data (hydrosurvey

and land survey) including coordinate systems and GPS.

(2) Hydrosurvey Program: A basic proficiency in hydrosurvey programs including the ability to review and analyze survey data.

(3) Electronic Dredge Data: Familiarity with the dredge operating system including the ability to review and analyze electronic dredge data for dredging depths, compliance with environmental requirements, etc.

(4) Dredge Operations: A basic familiarity with dredge operations for the type of dredging plant and placement operation for this project.

(5) Ability to work with complex EXCEL spreadsheets and programs.

(6) A basic proficiency in MicroStation or AutoCAD.

b. The CQC System Manager, and alternate CQC System Manager, must have successfully completed the course entitled, "Construction Quality Management for Contractors." This course is periodically offered by the Associated Builders and Constructors, Inc., or Associated General Contractor, Inc., and must be retaken every five years. The course has been coordinated with the Navy and certificates from the Navy will be accepted. For further information regarding courses in the Portland area contact: Associated General Contractors, Oregon-Columbia Chapter at (503)682-3363 or <https://www.agc-ca.org/training-education/construction-quality-management-for-contractors/>

3.3.4 Organizational Changes

Maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, revise the CQC Plan to reflect the changes and submit the changes to the COR for acceptance. If the Contractor plans to schedule Quality Control Managers on a rotating schedule, this proposed schedule must be submitted with the Quality Control plan and updated weekly. Sufficient overlap must be scheduled between Quality Control Managers at each rotation to insure they are fully aware of all construction progress.

3.4 CONTRACTOR QUALITY CONTROL

3.4.1 General

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the Contract. The CQC System Manager must conduct three phases of control for each definable feature of work as follows:

3.4.2 Preparatory Phase

Perform this phase prior to beginning work on each definable feature of work at each dredging location, after all required plans / documents / materials are approved / accepted, and after copies are at the work site. This phase must include:

a. A review of each paragraph of applicable specifications.

- b. A review of the Contract drawings.
- c. Review of provisions that have been made to provide required control inspection and testing.
- d. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the Contract.
- e. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- f. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document workmanship standards for that feature of work.
- g. A check to ensure that the portion of the plan for the work to be performed has been accepted by the ACO/COR.
- h. Discussion of the initial control phase.
- i. The Government Contracting Officer must be notified in writing at least 72 hours in advance of beginning the preparatory control phase. This phase must include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the captain and mates. The results of the preparatory phase actions must be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. Instruct applicable workers as to the acceptable level of workmanship required in order to meet Contract specifications.
- j. Preparatory inspections must be held, as a minimum, for each different work location regardless whether it is located within the same district location.

3.4.3 Initial Phase

Accomplish this phase at the beginning of a definable feature of work. The following must be accomplished:

- a. A check of work to ensure that it is in full compliance with Contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full Contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government must be notified at least 72 hours in advance of beginning the initial phase. Separate minutes of this phase must be prepared by the CQC System Manager and attached to the daily CQC

report. Exact location of initial phase must be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.4.4 Follow-up Phase

Perform daily checks to assure control activities, including control testing, are providing continued compliance with Contract requirements, until completion of the particular feature of work. The checks must be made a matter of record in the CQC documentation. Final follow-up checks must be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

3.4.5 Additional Preparatory and Initial Phases

Additional preparatory and initial phases must be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, on-site production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.5 TESTS

Perform specified or required tests to verify that control measures are adequate to provide a product that conforms to Contract requirements. Results of all tests taken, both passing and failing tests, must be recorded on the CQC report for the date taken.

3.6 REPORTING

3.6.1 General

a. Electronic Data Exchange: The intent of electronic data exchange is to expedite the construction process by reducing paperwork, improving information flow and decreasing turnaround time. Transmit all correspondence, daily reports, drawings and contractual data in electronic (PDF) format. All correspondence and daily reports must be signed, either electronically or via scan of signed document. Data must be transmitted using Submittal Exchange, Sharefile, Procore or an approved equal website service that is designed specifically for transmitting data between all project team members. This site must be functional within seven days of Notice to Proceed and must be password protected to disclosure of sensitive data. Transmission of electronic data by e-mail will not be allowed except as required in Section 35 20 23.00 82, DREDGING AND CHANNEL CLEARING. Additional requirements are as follows:

(1) E-mail address and internet access at Contractor's main and field offices

(2) Independently hosted, web-based system for automated tracking, storage and distribution of documents. FTP sites, e-mail exchanges and server based systems hosted from inside a Contractor's office will not be acceptable.

- (3) Utilize 256-bit SSL encryption and hosted as SAS70 Type II compliant data centers.
- (4) Unlimited individual user accounts and system access for Contractor and Government; with no additional fees for those parties to access the system.
- (5) Full version histories and dates of exchanges automatically tracked and available for viewing, searching and reporting in linear log format.
- (6) Automatic, configurable e-mail notifications for each project team member for new items.
- (7) At the completion of Contract Closeout, system vendor must provided a minimum of four archival discs that include all documents and tracking logs.

b. CQC Reports: Submit a hard copy of the CQC report with all attachments to the GQAR by noon of the following day. Post an electronic copy of the CQC report with all attachments by noon of the following day unless otherwise specified below. Maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These CQC reports must include the work of subcontractors and suppliers and must be on an acceptable form that includes, as a minimum, the following information:

- (1) Government Provided Daily Report of Operations, Attachment A5: The EXCEL format will be provided by the Government prior to beginning dredging. Daily report of operations must be posted by noon the morning following the end of the reporting period. Additionally, complete both the "Civil Report" and "Dredge Report" portions of the daily reports in RMS CM.
- (2) Results of automatic tide gage verification (twice daily).
- (3) Dredge operation log to include acceptance areas dredged from midnight to midnight, and gage boards used.
- (4) Dredge Quality Management Sensor Log, see Section 35 20 23.13 82, NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SCOW - MONITORING PROFILE.
- (5) Notifications to the U.S. Coast Guard (as applicable).
- (6) Dredging and Placement Quantity Summary Table: Report daily in EXCEL table format, the quantity dredged from each acceptance area and the quantity placed in each placement site from each of the acceptance areas dredged. The daily quantities, as well as a cumulative job total must be reported each day work is in progress.
- (7) Contractor/subcontractor and their area of responsibility.
- (8) Operating plant/equipment with hours worked, idle, or down for repair.
- (9) Work performed each day, giving location, description, and by whom.

(10) Daily dig area coordinates. Provide the coordinates of the dig area(s) each day based on the bucket location along with a plot of the coordinates of the bucket footprint shown on a map of the acceptance area. Submit a sample with the Quality Control Plan. Coordinates must accurately represent the outline of the area(s) dredged.

(11) Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase must be identified (Preparatory, Initial, Follow-up). List of deficiencies noted along with corrective actions taken.

(12) Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

(13) Off-site surveillance activities, including actions taken.

(14) Job safety evaluations stating what was checked, results, and instructions or corrective actions.

(15) Daily Equipment Inspections. Designate a competent person to be responsible for the daily inspection, on each shift, to assure that the plant is kept in safe operating condition. Document inspections in the daily report. Records of these inspections must also be kept on the plant and available for review by Government personnel.

(16) Instructions given/received and conflicts in plans and/or specifications.

(17) Contractor's verification statement.

(18) Deficiency Tracking System: Maintain a cumulative list of deficiencies and corrective actions taken identified for the duration of the project. Maintain the list at the project site. Submit copies of updated listings to the Government weekly as an attachment to the Daily CQC report.

(19) A copy of all surveys performed (electronic copy only). CD/DVD copies may be requested periodically by the Government. Failure to provide Contractor survey data in a timely manner impacts Government's ability to monitor dredging operations and may result in a suspension of work until the required survey data is provided. Provide the following survey information:

- (a) Survey Request
- (b) Daily report of hydrographic and land survey operations
- (c) Metadata
- (d) Survey Type (e.g. MB, SB, topo)
- (e) Bar check calibration
- (f) Sound velocity profile report

- (g) Survey tide file log
- (h) Lead line report
- (i) Copy of the field book (scanned)
- (j) Compressed Hypack Project (with Raw / Edited / Sorted Files)
- (k) Any other data or files used for editing

Computation report: The computation report must indicate the surveys used (identified by location and date) and the program and computation method used. Post all electronic survey information on the day that the survey is processed, and no later than 24 hours after the survey was performed. Monitoring of Contractor survey data is critical to insuring a project that meets the Contract requirements as well as environmental restrictions. Failure to provide either hard copy or electronic data required in this Section within the time frames scheduled, and in the format specified, may result in an immediate suspension of dredging operations until the required data is submitted.

(l) Copies of any hand leadline soundings taken, to include daily QC checks of cleared grade and the hand leadline soundings for the work areas identified in the Contract and placement sites in accordance with Section 01 22 00.00 82 MEASUREMENT AND PAYMENT. Attach a written record of survey activities to the daily report, including time, gauge reading, position, actual sounded depth, and reduced depth.

(20) Placement Daily Reports: Print and provide the reports listed below to the Government. All placement reports must be generated on a load by load basis and must be posted within 30 minutes of completion of each load. These reports must also be emailed to the COR or the Government's designated representatives within the same timeframe. Failure to submit all required reports will result in the immediate suspension of all dredging operations. Failure to submit accurate reports will also result in the immediate suspension of dredging operations. An example of the report is provided in Attachment A7. Set up and provide similar reports for all placement sites used.

(a) Attach a daily placement log to the QC log and it must contain the following:

1. Start and end placement coordinates.
2. A track plot during placement with coordinates recorded every 10 seconds. This track plot must identify the start and end placement coordinates for each load and show the placement site boundary.
3. Include a photo(s) of each scow load prior to departing for the placement site. Photos must be a minimum of 2 megapixels, be properly illuminated, be taken at a slight downward angle into the scow, and the interior of the scow must comprise a majority of the image.

(b) Within seven calendar days of completion of each acceptance area, the Contractor must provide an ASCII-format file of the start and end placement coordinates.

(c) Provide the full raw data file documenting the data collected by required sensors during the requested period of time for the requested piece of equipment. The raw data file must include all data points collected for the requested piece of equipment. Instructions for transmitting the data will be provided at the time the preconstruction conference.

(21) Environmental Monitoring Data in accordance with Section 01 57 20.00 82, ENVIRONMENTAL PROTECTION (DREDGING): All Environmental Monitoring Data must be posted by noon the day following the end of the reporting period.

(22) These records must indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered.

(23) These records must cover both conforming and deficient features and must include a statement that equipment and materials incorporated in the work and workmanship comply with the Contract.

(24) Results of any invasive species inspections, Section 01 57 20.00 82, ENVIRONMENTAL PROTECTION (DREDGING).

c. At a minimum, prepare and submit one report for every seven days of no work and on the last day of a no work period. All calendar days must be accounted for throughout the life of the Contract. The first report following a day of no work must be for that day only. Reports must be signed and dated by the CQC System Manager and on-site Superintendent. The report from the CQC System Manager must include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

d. Upon physical completion of the Contract, provide a minimum of two archival discs of all CQC reports, including all attachments. All CQC reports must be signed.

3.7 NOTIFICATION OF NON-COMPLIANCE

3.7.1 Immediate Corrective Action

The COR will notify the Contractor of any detected non-compliance with the foregoing requirements. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the ACO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Make no part of the time lost due to such stop orders the subject of claim for extension of time or for excess costs or damages.

3.7.2 Obstruction or Interference

Obstruction of or interference with Government auditors and/or the GQAR is a Federal crime under Section 7078 of Public Law 100-690 (18 USC 1516).

3.7.3 Coast Guard Regulations

The Government will report violations of the U.S. Coast Guard rules, regulations, and draft limitations during dredging operations to the appropriate U.S. Coast Guard Sector Office (formerly Marine Safety Office).

3.8 POSITIONING AND CONTROL

3.8.1 Layout of Work

The Contractor will be provided layout charts for all dredging and placement areas. Government-established horizontal and vertical control points will be indicated on the drawings. All measurements and conversions in connection with the layout are the responsibility of the Contractor. Refer to the Corpscon home page located at [for coordinate conversion software](#). The software, entitled Corpscon, is a MS-Windows-based program that allows the user to convert coordinates between Geographic, State Plane and Universal Transverse Mercator (UTM) systems on the North American Datum of 1927 (NAD 27), the North American Datum of 1983 (NAD 83) and High Accuracy Reference Networks (HARNs).

3.8.2 Positioning Equipment

a. General: Dredging and material placement plant must be positioned using a system that meets the required tolerances as specified below. The system must be used to ensure that dredging is performed within the designated pay area(s) and that material will be evenly distributed within the dredged material placement areas, as shown. Any delay or suspension for non-compliance of this requirement will be at no cost to the Government nor will it be considered grounds for a time extension.

b. Dredging Plant: The positioning system for the dredging plant must have an accuracy of ± 3 feet of true horizontal position.

c. Placement Plant: The positioning system for the placement plant must be corrected by WAAS enabled GPS.

d. Positioning Equipment: A licensed surveyor must verify the accuracy of the positioning equipment on board the dredge plant(s), the placement plant (tug) and for any other tug, if used for material placement. The verification must be in the vicinity of each project, concurrent with the floating plant inspection described in Section 01 10 10.00 82, CONTRACTOR'S OPERATIONS AND REQUIREMENTS (DREDGING), before start of dredging and placement operations. Include the results of the test with the daily report.

e. Depth: Submit to the Government for review and approval a method for verifying that the maximum depths specified are not exceeded. This method may be through the use of electronic or visual means. Have an approved and functioning system in place before dredging operations can begin. No payment will be made for material dredged where these requirements have not been met. Recalibrate the system at least once every 14 calendar days, and whenever the accuracy of the system is in question.

f. Mechanical Dredge: Acceptable visual control must be done by placing markings on the bucket wires. These markings must be color-coded and a key of the color-coding must be posted in the

operator's cab and the inspector's work station. The bucket depth indicators must be verified by actual measurement of the bucket depth in the presence of the GQAR.

3.8.3 Gauge Equipment - Tidal Data, General

The tide level sensing unit must have wave dampening capability and the display frequency must be at 45-second intervals or less. Check the operation of the automatic tide gage at least twice daily by comparing the readings to the specified gage board. Reflect the time and results of these inspections in the CQC report.

3.9 TECHNICAL SPECIFICATIONS SECTION REQUIREMENTS

The various inspections, tests, assurances, reports, etc., called for in the various requirements in the technical Sections are in conjunction with this Section. The CQC manager or a CQC staff member must conduct the inspection of all aspects of the various items mentioned in the Contract Specifications for compliance and conduct all required inspections and tests, etc. Record inspections and tests in the daily CQC report as required in paragraph REPORTING.

3.10 INSPECTION

The GQAR or third party inspectors will be on board the Contractor's plant during dredging operations to verify CQC procedures. Provide transportation to and from and between dredge plant and all other equipment for daily inspection. At the Government's discretion, if the GQAR or other Government designated representative is unable to be physically present on the Contractor's plant to verify the CQC procedures, the Contractor must provide real time video capability for the Government to perform inspections, witness tests, participate in meetings, and other tasks of a similar nature. Anticipate these efforts may take up to 10 hours each week.

3.11 FINAL EXAMINATION AND ACCEPTANCE

a. In conjunction with Section 00 72 00 GENERAL CONDITIONS, Contract Clause 52.246-12, INSPECTION OF CONSTRUCTION, where acceptance is determined by post dredge survey as soon as practicable after the completion of the entire work or any section thereof which will not be subject to damage by further operations under the Contract; should any shoals, lumps, or other lack of required pay line depth be disclosed by this examination, the Contractor will be required to remove same by dredging at the Contract rate for dredging. If the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the CO or his appointed representative. When the area is found to be in a satisfactory condition, it will be accepted finally. Final acceptance will be based on the final post dredge survey chart. For additional information on post dredge surveys, see Section 01 22 00.00 82, MEASUREMENT AND PAYMENT.

b. 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 will not change the time of payment of the retained percentage of the whole or any part of the work.

-- End of Section --

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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SECTION 01 45 00.15 25

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

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 basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety -- Safety and Health Requirements Manual

1.2 CONTRACT ADMINISTRATION

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Contractor uses the Government-furnished Construction Contractor Mode of RMS, referred to as RMS CS, to record, maintain, and submit various information throughout the contract period. The Contractor mode user manuals, updates, and training information can be downloaded from the RMS web site. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. RMS CM provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- a. Administration
- b. Finances
- c. Quality Control
- d. Scheduling
- e. Import/Export of Data

1.2.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible between the Government and Contractor.

1.2.2 Other Factors

Particular attention is directed to Contract Clause 52.236-15 Schedules for Construction Contracts, Contract Clause 52.232-5 Payments under Fixed-Price Construction Contracts, and Section 01 45 00.00 82, QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through RMS. Also, there is no separate payment for establishing and maintaining the RMS database; costs associated will be included in the contract pricing for the work.

1.3 RMS SOFTWARE

RMS is a Windows-based program that can be run on a Windows based PC meeting the requirements as specified in Subpart SYSTEM REQUIREMENTS. The Government will make available the RMS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor must download, install and use the latest version of the RMS software from the Government's RMS Internet Website. Any program updates of RMS will be made available to the Contractor via the Government RMS Website as the updates become available.

1.3.1 RMS Contractor's Mode (CM)

RMS Contractor's Mode or RMS CM is the replacement for Quality Control System or QCS. The database remains the same. References to RMS in this specification includes RMS CM.

1.4 SYSTEM REQUIREMENTS

The following is the minimum system configuration required to run RMS and Contractor Mode:

Minimum RMS System Requirements	
Hardware	
Windows-based PC	1.5 GHz 2 core or higher processor
RAM	8 GB
Hard drive disk	200 GB space for sole use by the RMS CM system
Monitor	Screen resolution 1366 x 768
Mouse or other pointing device	
Windows compatible printer	Laser printer must have 4 MB+ of RAM
Connection to the Internet	minimum 4 Mbs per user
Software	
MS Windows	Windows 7 x 64 bit (RMS requires 64 bit O/S) or newer
Word Processing software	Viewer for MS Word 2013, MS Excel 2013, or newer
Microsoft.NET Framework	Coordinate with Government Representative for free version required
Email	MAPI compatible
Virus protection software	Regularly upgraded with all issued manufacturer's updates and is able to detect most zero day viruses.

1.5 RELATED INFORMATION

1.5.1 RMS User Guide

After contract award, download instructions for the installation and use of RMS from the Government RMS Internet Website.

1.6 CONTRACT DATABASE

Prior to the pre-construction conference, the Government will provide the Contractor with basic contract award data to use for RMS. The Government will provide data updates to the Contractor as needed. These updates will generally consist of submittal reviews, correspondence status, Quality Assurance(QA) comments, and other administrative and QA data.

1.7 DATABASE MAINTENANCE

Establish, maintain, and update data in the RMS database throughout the duration of the contract at the Contractor's site office. Submit data updates to the Government (e.g., daily reports, RFI's, schedule updates, payment requests) using RMS. The RMS database typically includes current data on the following items:

1.7.1 Administration

1.7.1.1 Contractor Information

Contain within the database the Contractor's name, address, telephone numbers, management staff, and other required items. Within 7 calendar days of receipt of RMS software from the Government, deliver Contractor administrative data in electronic format in RMS.

1.7.1.2 Subcontractor Information

Contain within the database the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed. Assign each subcontractor/trade a unique Responsibility Code, provided in RMS. Within 7 calendar days of receipt of RMS software from the Government, deliver subcontractor administrative data in electronic format.

1.7.1.3 Correspondence

Identify all Contractor correspondence to the Government with a serial number. Prefix correspondence initiated by the Contractor's site office with "S". Prefix letters initiated by the Contractor's home (main) office with "H". Letters are numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.7.1.4 Equipment

Contain within the Contractor's RMS database a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.7.1.5 Management Reporting

RMS 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 RMS. Among these reports are: Progress Payment Request worksheet, Quality Assurance/Quality Control (QA/QC) comments, Submittal Register Status, and Three-Phase Control checklists.

1.7.1.6 Request For Information (RFI)

Exchange all Requests For Information (RFI) using the Built-in RFI generator and tracker in RMS.

1.7.2 Finances

1.7.2.1 Pay Activity Data

Include within the RMS database a list of pay activities that the Contractor develops in conjunction with the construction schedule. The sum of pay activities equals the total contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities equals the amount of each CLIN. The sum of all CLINs equals the contract amount.

1.7.2.2 Payment Requests

Prepare all progress payment requests using RMS. Complete the payment request worksheet, prompt payment certification, and payment invoice in RMS. Update the work completed under the contract, measured as percent or as specific quantities, at least monthly. After the update, generate a payment request report using RMS. Submit the payment request, prompt payment certification, and payment invoice with supporting data using RMS CM. A signed electronic copy of the approved payment request is also required.

1.7.3 Quality Control (QC)

RMS 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. Maintain this data on a daily basis. Entered data will automatically output to the RMS generated daily report. Provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01 45 00.00 25, QUALITY CONTROL. Within seven calendar days of Government acceptance, submit a RMS update reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.7.3.1 Daily Contractor Quality Control (CQC) Reports

RMS includes the means to produce the Daily CQC Report. The Contractor can use other formats to record basic Quality Control(QC) data. However, the Daily CQC Report generated by RMS must be the Contractor's official report. Summarize data from any supplemental reports by the Contractor and consolidate onto the RMS-generated Daily CQC Report. Submit daily CQC Reports as required by Section 01 45 00.00 82, QUALITY CONTROL (DREDGING). Electronically submit reports to the Government within 24 hours after the date covered by the report. Also provide the Government a signed, printed copy of the daily CQC report if requested by the GQAR.

1.7.3.2 Deficiency Tracking

Use RMS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using its Quality Control (QC) punch list items. Maintain a current log of its QC punch list items in the RMS database. The Government will log the deficiencies it has identified using its Quality Assurance (QA) punch list items. The Government's QA punch list items will be included in its export file to the Contractor. Regularly update the correction status of both QC and QA punch list items.

1.7.3.3 QC Requirements

Develop and maintain a complete list of QC testing and required structural and life safety special inspections required by the International Code Council (ICC), transferred and installed property, and user training requirements in RMS. Update data on these QC requirements as work progresses, and promptly provide the information to the Government via RMS.

1.7.3.4 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS.

1.7.3.5 Labor and Equipment Hours

Log labor and equipment exposure hours on a daily basis. The labor and equipment exposure data must be rolled up into a monthly exposure report.

1.7.3.6 Accident/Safety Reporting

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be provided via RMS CM. Regularly update the correction status of the safety comments. In addition, utilize RMS to advise the Government of any accidents occurring on the jobsite. A brief supplemental entry of an accident is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

1.7.3.7 Features of Work

Include a complete list of the features of work in the RMS database. A feature of work is associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.7.3.8 Hazard Analysis

Use RMS CM to develop a hazard analysis for each feature of work included in the CQC Plan. The Activity Hazard Analysis will include information required by EM 385-1-1, paragraph 01.A.13.

1.7.4 Schedule

Develop a construction schedule consisting of pay activities. Input and maintain in the RMS database the schedule either manually or by using the Standard Data Exchange Format (SDEF). Include with each pay request the updated schedule. Provide electronic copies of transmittals.

1.7.5 Import/Export of Data

RMS includes the ability to import schedule data using SDEF.

1.8 IMPLEMENTATION

Use of RMS CM as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain contract data within the RMS CM system. RMS CM is an integral part of the Contractor's management of quality control.

1.9 MONTHLY COORDINATION MEETING

- a. Update the RMS CM database each workday. At least monthly, generate and submit a schedule update. At least one week prior to submittal, meet with the Government representative to review the planned progress payment data submission for errors and omissions.
- b. Make required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data will not be accepted. The Government will not process progress payments until all required corrections are processed.

1.10 NOTIFICATION OF NON-COMPLIANCE

The Contracting Officer will notify the Contractor of any detected non-compliance with the requirements of this specification. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section --

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3.13 EXCESS MATERIAL DEPOSITS

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SECTION 01 57 20.00 82

ENVIRONMENTAL PROTECTION (DREDGING)

PART 1 GENERAL

1.1 GENERAL INFORMATION

This Section covers preventing environmental pollution and minimizing environmental degradation during and as a result of dredging operations. Other requirements in the Sections may also contain specific requirements for environmental protection. Those specific requirements are in addition to or modify the requirements in this Section. The control of environmental pollution requires consideration of sound levels, air, water, and land resources. Publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1.2 PUBLICATIONS

1.2.1 Applicable Regulations

All environmental pollution must be prevented, abated, and controlled; environmental degradation arising from construction activities must be minimized by complying with all applicable Federal, State, and local laws and regulations, as well as specific requirements of this Contract. Where conflicting or duplicate regulations apply, the most stringent requirement will govern. Comply with the following list of environmental regulations where applicable. This list is not inclusive of all environmental requirements, but represents the Federal regulations most likely to apply to work under this Contract:

- a. Endangered Species Act, as implemented by regulations including, but not limited to: 50 CFR 10 through 50 CFR 24
- b. Clean Air Act - 40 CFR 61: Emission Standards for Hazardous Air Pollutants
- c. Solid Waste Disposal Act - 40 CFR 241: Land Disposal and 40 CFR 245: Resource Recovery
- d. Resource Conservation and Recovery Act - 40 CFR 260 through 40 CFR 272: Hazardous Waste Management
- e. Comprehensive Environmental Response, Compensation and Liability Act - 40 CFR 300 through 40 CFR 302: National Oil and Hazardous Substances Pollution Contingency Plan for hazardous substance spills and cleanup
- f. Clean Water Act - As defined in 33 CFR 328, 40 CFR 110 through 40 CFR 117, 40 CFR 122: Point source discharges into U.S. Waters
- g. Executive Order 12856 - Federal Compliance Order with the Emergency Planning and Community Right-to-Know Act and the Pollution Prevention Act
- h. 49 CFR 100 through 49 CFR 171-178: Hazardous materials

transportation regulations

- i. 40 CFR 220-228: Marine Protection, Research, and Sanctuaries Act of 1972, as amended
- j. Marine Mammal Protection Act of 1972, as implemented by regulations including but not limited to - 50 CFR 18 and 50 CFR 26
- k. 40 CFR 279: Standards for Management of Used Oil
- l. National Historic Preservation Act (NHPA)
- m. Oregon State DEQ Water Quality Certification for the Columbia River between River Mile 3 and 145 (Attachment A8)
- n. EM 385-1-1 Safety and Health Requirements Manual
- o. Executive Order 13112 - Invasive Species, February 3, 1999
- p. Magnuson-Stevens Fishery Conservation and Management Act (MSA), as implemented by regulations including, but not limited to: 50 CFR 600
- q. Executive Order 13112: Invasive Species

1.2.2 Referenced Publications and Regulations

The publications and regulations 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)

EM 385-1-1	(2014) Safety -- Safety and Health Requirements Manual
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U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 800-R-11-002	Environmentally Acceptable Lubricants
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U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definition of Waters of the United States
40 CFR	Protection of Environment
40 CFR 110	Discharge of Oil
40 CFR 112	Oil Pollution Prevention
40 CFR 272	Approved State Hazardous Waste Management Programs
40 CFR 117	Determination of Reportable Quantities for Hazardous Substances
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System

Tongue Point Access Channel Maintenance Dredging 2023

49 CFR 177	Carriage by Public Highway
40 CFR 220-228	Marine Protection, Research, and Sanctuaries Act of 1972, as amended
40 CFR 241	Guidelines for Disposal of Solid Waste
40 CFR 245	Promulgation Resource Recovery Facilities Guidelines
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities
40 CFR 279	Standards for the Management of Used Oil
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 68	Chemical Accident Prevention Provisions
49 CFR 100	Hazardous Materials Transportation
49 CFR 171-178	Hazardous Materials Regulations
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
50 CFR 10	General Provisions
50 CFR 18	Marine Mammals
50 CFR 24	Importation and Exportation of Plants
50 CFR 26	Public Entry and Use
50 CFR 600	Magnus-Stevens Act Provisions

1.2.3 Environmental Work Windows and Placement Site Restrictions

Reference Subpart IN-WATER WORK WINDOW of Section 01 10 10.00 82,

CONTRACTOR'S OPERATIONS AND REQUIREMENTS for area specific in-water work window information.

1.2.4 Ballast Water Management For Control of Non-indigenous Species

The following items apply to the management of ballast water for control of non-indigenous species:

a. Comply with all Federal and State laws pertaining to the management and reporting requirements for ballast water for control of non-indigenous species.

b. A copy of all reports submitted to the U.S. Coast Guard and the State of Oregon must be furnished in the PSMP (Environmental Protection Plan).

c. The following references are provided for Contractor information, but may not be inclusive of all applicable regulations:

(1) Federal: Title 33, Chapter I, Part 151, Subpart D, Sections 151.2000 through 151.2035

(2) Oregon: ORS 783.620-783.992.

1.3 NON-COMPLIANCE

An order may be issued stopping all or part of the work for failure to comply with the provisions of this Section until corrective action has been taken. No time lost due to such stop orders will be the subject of a claim for extension of time or for costs or damages unless it is later determined that the Contractor was in compliance. Approval of the Contractor's plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.

1.4 SUBCONTRACTORS

The prime Contractor must enforce compliance with this Section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this Section. Payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor, and payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations are the responsibility of the Contractor. All costs associated with this Section must be included in the Contract price.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 IMPLEMENTATION

3.1.1 Environmental Protection Plan

No physical work will start at any site until the Environmental Protection Plan has been approved or specific authorization is obtained to start a

phase of the work. Preparation and submittal of supplemental plans may be required if additional environmental protection planning is found to be necessary for later phases of work. In accordance with Section 01 10 00.00 82, CONTRACT ADMINISTRATION DATA (DREDGING), the Environmental Protection Plan including proposals for implementing this Section for environmental protection must be submitted within the PSMP. The Environmental Protection Plan will be checked for completeness and compliance. If satisfactory, it will be approved. If unsatisfactory, it will be returned for resubmission. As a minimum the plan must include:

a. A contamination-prevention section listing all potentially hazardous petroleum products and toxic materials on the job site and corresponding provisions to prevent accidental or intentional introduction of such materials into any waterway, the air, or the ground. This section must include plans for preventing polluted runoff from plant, equipment parking, and maintenance areas from entering local water bodies.

b. A containment and cleanup section including the procedures, instructions, and reports to be used in the event of an unforeseen oil or chemical spill. This section must include as a minimum:

(1) The name of the individual who will be responsible for implementing and supervising the containment and cleanup.

(2) A list of materials and equipment to be immediately available. For all work in or adjacent to water, a floating boom of sufficient length to enclose the floating plant plus 150 feet, skimming equipment, and a cleanup kit must be available at the job site. Materials and equipment for other cleanup work must be tailored to the potential hazards involved.

(3) The names and locations of suppliers of containment materials and names and locations of additional fuel oil recovery, cleanup, restoration, and material placement equipment available in case of an unforeseen spill emergency.

(4) The methods and procedures to be used for expeditious cleanup.

(5) Trash management plan including where trash is stored on the dredge to include trash stored on the dredge and removed from the hopper, and placement plan for the trash.

(6) The name of the individual who will report any spills and who will follow up with complete documentation. All spills must be reported immediately to the required agencies and the ACO or COR with follow up copies of all documentation sent to the Eugene Resident Office within seven days of the incident. The "SPILL EMERGENCY-INITIAL REPORT FORM" must be submitted to the Contracting Officer within 24 hours of a spill, Attachment A4.

c. An erosion and turbidity control section must be included on any construction or incidental location associated with construction (field office, boat dock, etc) which will disturb the earth's surface and could introduce turbidity into watercourses, dust into the air, or slides into areas not scheduled to be disturbed. See Section 35 20 23.00 82, DREDGING AND CHANNEL CLEARING, for sediment characteristics. See the Attachment A8 Water Quality Certs for Oregon, and the Attachment A9 Water Quality Monitoring Plan for

specific water quality monitoring requirements.

d. A borrow-area-reclamation section, if a borrow area is to be opened and operated for the supply of materials under this Contract.

e. A sound level control section describing procedures and equipment to be used in abating construction noise.

f. Training for Contractor personnel during the construction period.

g. Bilge water control measures.

h. An Air Pollution control plan detailing provisions to ensure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site. If necessary, provide a copy of the Permit in accordance with Contractor-Furnished land placement site(s), obtain any necessary air quality permits for operation of pumps and equipment.

i. Invasive Species Control Plan.

3.1.2 Surveillance

During the work, all activities, including those of subcontractors, must be supervised to assure compliance with the intent and details of the plan. Training courses must be Contractor-conducted for the Contractor's personnel and any subcontractors to assure that all individuals working at the site are familiar with the environmental protection provisions. All equipment and materials for environmental protection must be inspected periodically to assure that they are in proper order and have not deteriorated.

3.1.3 Completion

Before this Contract is completed all restoration, cleanup, and other work required to leave the site in an acceptable condition must have been completed. Final payment will not be made until the environmental protection requirements have been met.

3.2 ENVIRONMENTAL PROTECTION MEETINGS

a. During dredging operations conduct monthly meetings with all project personnel. The items discussed must include applicable pollution standards, methods of pollution detection and prevention, and other subjects pertinent to protecting the environment on this project. A copy of the meeting's agenda and list of personnel attending must be attached to the daily Quality Control Report.

b. Prior to the beginning of work a meeting must be held with the Government to develop mutual understandings relative to the administration of the environmental protection program. This meeting must include key on-site Contractor personnel.

3.3 TRAINING OF CONTRACTOR PERSONNEL

Train all Contractor personnel in all phases of environmental protection and pollution control. Conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Conduct additional meetings for new personnel and when site

conditions change. Include in the training and meeting agenda: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.4 AIR QUALITY REQUIREMENTS

Do not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or the public, or which causes, or has a natural tendency to cause, injury or damage to business or property. In accordance with 40 CFR subsection 51.853(c)(2)(ix), USACE has determined that the proposed agency action is exempt from the requirement to prepare a conformity determination with the State Implementation Plan under the Clean Air Act because the project consists of maintenance dredging, no new depths are required, and placement would be at approved placement sites.

3.4.1 Air Resources

Equipment operation, activities, or processes must be in accordance with all Federal and State air emission and performance laws and standards.

3.4.2 Diesel Powered Plant and Equipment

a. Unless "optimized" or diesel powered equipment with the "Best Available Control Technology" (BACT) emission devices are used, injection timing on diesel powered dredges and equipment must be retarded two degrees from manufacturer's recommended setting to reduce air pollutant emissions.

b. Dredges and equipment must not be allowed to idle when not required in performing the work.

c. Dredges and equipment must be given a tune-up at least annually.

3.4.3 Reformulate Diesel Fuel

Reformulated diesel fuel must be used for all diesel powered dredges and equipment to reduce air pollutant emissions. Reformulated diesel fuel must be a low sulfur, reduced aromatics diesel fuel meeting the following specifications, unless otherwise approved by the Contracting Office: (1) sulfur content less than 0.05 percent by weight and (2) aromatics content less than 20 percent by volume prior to dredging or construction operations. Submit to the ACO certification from the fuel supplier or manufacturer stating that the fuel contents meet the above requirements and proof of reformulated diesel fuel purchase of the above specified fuel.

3.5 PROTECTION OF WATER RESOURCES

3.5.1 General

No watercourses may be polluted with any petroleum products, fuels, oils, lubricants, bitumen, calcium chloride, insecticides, herbicides, or other

toxic materials harmful to life. Chemical emulsifiers, dispersants, coagulants, or other cleanup compounds must not be used without prior written approval. The person in charge must report immediately any discharge of the above products into the water to the nearest U.S. Coast Guard Unit. Compliance with State water quality standards and conditions of any permits and clearances obtained for the work is the Contractor's responsibility.

3.5.2 Bilge Water

Run bilge water through an oily water separator when required by Coast Guard regulations, or if not subject to such requirement, use other effective methods to comply with Part 2.1.4 of the Vessel General Permit to prevent the discharge of any oils, including oily materials, into waters subject to the Vessel General Permit in quantities which may be harmful as defined in 40 CFR 110.

3.5.3 Fuel and Lubricants

Conduct fueling and lubrication of equipment and motor vehicles in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants and oil in accordance with all Federal, State, Regional, and local laws and regulations. Locate fuel storage on-site within a chain-link-fenced secure area. Used lubricants and used oil to be discarded must be stored in marked corrosion resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations.

3.5.4 Invasive Species Prevention Measures for Boat Operations

Prevent contaminating the project area with invasive species, particularly zebra/quagga mussels and Eurasian watermilfoil. Invasive mussels can be transported by boats, trailers, outboard motors and other equipment such as tractors, bulldozers, water pumps, ropes and nets that are used in areas inhabited by invasive mussels. There are no known instances of Zebra/quagga mussels being found in the project area watershed. If equipment is not properly inspected and treated to prevent the spread of invasive mussels and other aquatic nuisance species, they can be introduced into areas not currently infested. To assist in preventing the introduction and spread of aquatic nuisance species, the following precautions must be taken:

a. The Quality Control Manager and crew must be trained on the identification of invasive species and the reporting/controlling procedures should they encounter them. A list of invasive species in the area, including photos, must be maintained on the dredge.

b. Prior to transporting to site, visually inspect all equipment for zebra and quagga mussels and other aquatic nuisance species.

c. All construction equipment and supplies intended for use in the work areas within this contract that have been exposed to other lake or stream water must be thoroughly cleaned and decontaminated as described in the guidance found at . Follow instructions and best management practices in the Inspection and Cleaning Manual for Equipment and Vehicles to Prevent the Spread of Invasive Species located at <http://www.usbr.gov/mussels/prevention>.

Report the presence of invasive species to the Oregon Department of Environmental quality and notify the GQAR. Follow directions from

these agencies regarding disposal or retention.

d. Conduct an on-site inspection of all vessels, equipment, pumps, and supplies (hulls, anchors, moorings, trailers, etc) to be used in or around the water before work begins. Coordinate the date and time of this on-site inspection with the COR seven days in advance of inspection. Clean and decontaminate equipment and report the presence of invasive species if needed as described above.

e. Inspect vessels and equipment upon removal from any body of water. Clean and decontaminate equipment and report the presence of invasive species if needed as described above.

3.6 ENVIRONMENTAL MONITORING AND REPORTING

Keep a copy of the Water Quality Certificate, Attachment A8, on board all floating plant and shore offices responsible for monitoring (including the dredge) at all times.

3.6.1 Environmental Monitoring and Reporting

a. Perform water quality monitoring in accordance with the Water Quality Monitoring Plan, Attachment A9, which has been coordinated with the State of Oregon, and the National Marine Fisheries Service to ensure compliance with the Water Quality Certificate and the Biological Opinion.

b. Complete an entry in the Water Quality Monitoring Reporting Form, included in Attachment A9 for each sequence of turbidity testing results. If no dredging and/or placement activity takes place on a calendar day after the start of work, but prior to completion of all work, entry must be completed stating "No Dredging or Placement Occurred" for that day. Submit with the daily CQC report, Section 01 45 00.00 82, QUALITY CONTROL (DREDGING). The Government intends for the Water Quality Monitoring Reporting Form(s) to be filled out in such a manner that all entries are consolidated into a single file, with each consecutive entry following the previous.

c. Failure to submit accurate and complete reports will result in the immediate suspension of dredging and placement operations. Prior to resuming operations, develop operating procedures to prevent missed tests and hold a preparatory meeting with all personnel involved in water quality monitoring and the GQAR.

d. Conduct metered turbidity monitoring in accordance with Attachment A9.

e. Conduct metered dissolved Oxygen sampling in accordance with Attachment A9.

3.6.2 Report of Restricted Visibility

Report of Restricted Visibility: If monitoring is not performed as required due to an unsafe condition for the monitoring vessel, such as restricted visibility or wind/wave conditions that create an unsafe condition for the monitoring vessel but not for the dredge, a report must be prepared which includes the following. This report must be scanned so it can be electronically posted to the data exchange site. Attach the original report to the CQC log:

- a. Brief explanation of why monitoring could not be obtained. Address attempts to test early in the tide cycle.
- b. Visibility conditions that precluded testing, i.e. fog, heavy rain.
- c. Time that the determination was made that visibility was too poor to obtain a test.
- d. Name, title and phone number of third party called for verification of visibility conditions
- e. Time that the third party was called.
- f. Time of the end of the tide cycle.
- g. Original signature and title of the person that made the determination of unsafe conditions due to restricted visibility.

3.7 BIOLOGICAL RESOURCES

- a. Minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. Protect threatened and endangered animal and plant species, including their habitat, in accordance with Federal, State, Regional, and local laws and regulations and project environmental compliance requirements.
- b. Should a sick, injured, dead, or entangled specimen be encountered during work under this contract (regardless of fault), initial notification must be made to external agencies in accordance with the Response Plan For Sick, Injured, Dead, or Entangled Species, Attachment A13, and to the COR and GQAR, followed by written notification in the daily CQC report, Section 01 45 00.00 82 QUALITY CONTROL (DREDGING).

3.8 DISPOSAL OF HAZARDOUS WASTE

The following applies to disposal of any hazardous waste:

- a. Where possible, use or propose for use materials that may be considered environmentally friendly in that waste from such materials is not regulated as a hazardous waste or is not considered harmful to the environment.
- b. Documentation for analysis, sampling, transportation, and disposal of all hazardous waste streams generated during this Contract must be in accordance with parts 40 CFR 260 through 40 CFR 272, and parts 49 CFR 100 through 49 CFR 177.
- c. Furnish a copy of all hazardous waste determinations, sample results, and shipping manifests to the GQAR to verify compliance with Federal, State, and local regulations.
- d. Remove all hazardous wastes from the Project for proper disposal within 90 days of waste generation. Package, label, and mark all hazardous waste in accordance with 49 CFR 172 and 40 CFR 262. Store all hazardous waste in accordance with 40 CFR 264.
- e. Transportation of hazardous material must be in accordance with

parts 49 CFR 100 through 49 CFR 177.

f. Submit certificates of Destruction or Disposal Certificates for all hazardous wastes within 14 days of actual disposal.

g. Use the Contractor's EPA identification number to dispose of all hazardous waste generated from Government owned facilities on the project. This is construed to mean all hazardous wastes the Contractor or subcontractors generate from materials brought on the site for the purpose of performing work under the terms of the Contract.

h. Use the Government's EPA identification number to dispose of all hazardous waste generated from Government owned facilities on the project. This is construed to mean hazardous wastes generated from the repair, demolition, or removal of any existing materials and buildings from Government facilities and is not intended to include any wastes generated by the Contractor in the performance of its work.

i. It is the responsibility of the Contractor to prepare all hazardous waste manifests. Prepare manifests for Government signature when the Government's EPA identification number is used.

j. Recycle hazardous or dangerous waste to the maximum extent possible. Placing hazardous or dangerous waste in a permitted hazardous waste landfill must be the last resort. If such a facility is necessary, use one of the following landfill facilities for hazardous waste disposal: Chemical Waste Management Hazardous Waste Landfill, Arlington, Oregon; Enviro Safe Inc., Mountain Home, Idaho.

3.8.1 Contractor Generated Hazardous Wastes and Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171-178. Take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. Segregate hazardous waste from other materials and wastes, protect it from the weather by placing it in a safe covered location, and take precautionary measures such as berming or other appropriate measures against accidental spillage. Manage, store, describe, package, label, mark, and placard hazardous waste and hazardous material in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 264, 49 CFR 171-178, State, and local laws and regulations. Immediately report spills of hazardous or toxic materials to the ACO. Cleanup and cleanup costs due to spills may be the Contractor's responsibility if they are found to be negligent. The disposition of Contractor generated hazardous waste and excess hazardous materials will be the Contractor's responsibility.

3.8.2 Disposal of Hazardous Waste

The following must apply to disposal of any hazardous waste by a conditionally exempt small quantity generator:

a. Use, or propose for use, materials which may be considered environmentally friendly in that waste from such materials is not regulated as a hazardous waste or is not considered harmful to the environment.

b. Handle, store, and dispose of contractor generated hazardous waste

according to regulations at 40 CFR 261, which govern small quantity (100 kg or less per month) hazardous waste generators. If the generator accumulates at any time 1,000 kg or greater of hazardous wastes, all of those wastes are subject to regulation under the special provisions of 40 CFR 262 applicable to generators of greater than 100 kg and less than 1,000 kg of hazardous waste in a month as well as the requirements of Section 3010 of RCRA.

c. A conditionally exempt small quantity generator should ensure delivery to a licensed and permitted off-site treatment, storage or disposal facility.

d. For any periods of time the contractor is categorized by EPA as a small quantity generator or large quantity generator the contractor must use the EPA identification number to dispose of all hazardous waste generated by the contractor and its subcontractors under this contract. This is construed to mean all hazardous waste the contractor or subcontractors generate from materials brought on the site for the purpose of performing work under the terms of the contract.

e. Notify the GQAR immediately if hazardous waste will be or has been generated from the Government owned facilities on the project. This is construed to mean hazardous wastes generated from the repair, demolition, or removal of any existing materials and building from the government facilities and is not intended to include any wastes generated by the contractor in the performance of its work. The government will dispose of all hazardous waste generated from government owned facilities using the Government's EPA identification number.

f. It is the responsibility of the contractor to conduct waste determinations and prepare required hazardous waste manifests. Make available upon request a copy of all hazardous waste determinations, sample results, and shipping manifests to the GQAR to verify compliance with Federal, State, and local regulations. Transportation of Contractor hazardous material must be in accordance with 49 CFR 171-178.

g. Recycle hazardous waste to the maximum extent possible. Placing hazardous or dangerous waste in a permitted hazardous waste landfill must be the last resort.

3.9 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Dispose of wastes as directed below, unless otherwise specified in other Sections and/or shown on the Drawings:

3.9.1 Solid Wastes

Provide waste receptacles. Place solid wastes (excluding clearing debris) in Contractor-provided containers which are emptied or removed from the job site on a regular schedule. Conduct handling, storage, and disposal to prevent contamination. Employ segregation measures so that no hazardous or toxic waste will become co-mingled with solid waste. Transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D Resource Conservation and Recovery Act (RCRA) permitted landfill must be the minimum acceptable off-site solid waste

disposal option. Verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. Comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

3.9.2 Chemicals and Chemical Wastes

Dispense chemicals ensuring no spillage to the ground or water. Perform periodic inspections of dispensing areas to identify leakage and initiate corrective action and document in the daily CQC report. This documentation will be periodically reviewed by the Government. Collect chemical waste in corrosion resistant, compatible containers. Monitor collection drums and remove to a staging or storage area when contents are within 6 inches of the top. Classify, manage, store, and dispose of wastes in accordance with Federal, State, and local laws and regulations.

3.9.3 Fuel and Lubricants

Conduct storage, fueling, and lubrication of equipment and motor vehicles in a manner that affords the maximum protection against spill and evaporation.

- a. Manage and store fuel, lubricants, and oil in accordance with all Federal, State, Regional, and local laws and regulations.
- b. Store used lubricants and used oil to be discarded in marked, corrosion resistant containers and recycle or dispose of in accordance with 40 CFR 279, State, and local laws and regulations.
- c. Storage of fuel on the project site must be in accordance with all Federal, State, and local laws and regulations and within a Government controlled chain-link-fenced secure area.
- d. Auxiliary fuel tanks stored at staging areas must have containment measures in place at all times.

3.10 RECYCLING AND WASTE MINIMIZATION

Participate in State and local Government sponsored recycling programs. Minimize solid waste generation throughout the duration of the project.

3.11 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

- a. In the event evidence of human burials, human remains, cultural items, suspected cultural items, or historic properties, as identified by the NHPA, are discovered and/or may be affected during the performance of work under the contract, immediately cease all ground disturbing activities and notify the COR and GQAR. Secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.
- b. Failure to stop work immediately and until such time as the U.S. Army Corps of Engineers has coordinated with all appropriate State and Federal agencies and tribes and complied with the provisions of the NAGPRA, 25 USC 3001, the NHPA and other pertinent regulations, could result in violation of State and Federal laws. Violators are subject to civil and criminal penalty. See the Post Review Discovery Plan, Attachment A14, for further direction.

3.12 SPECIAL REQUIREMENTS

Additional requirements include but are not limited to:

3.12.1 Portable Spill Containment

Install portable spill containment for all crane setups and monitor daily for leakage. The containments must be larger in length and width than the vehicle dimensions.

3.12.2 Environmentally Acceptable Lubricants

Utilize environmentally acceptable lubricants including hydraulic fluid as in accordance with EPA 800-R-11-002 when operating equipment below Ordinary High Water and work over water.

3.13 EXCESS MATERIAL DEPOSITS

Do not allow deposit of any materials, effluents, trash, garbage, oil, grease, chemicals, or other contaminants in areas adjacent to streams. If any unwanted material is dumped in unauthorized areas, remove the material and restore the area to a condition approximating the adjacent undisturbed area. Excavate, remove, and restore the contaminated ground area as directed.

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DREDGING AND CHANNEL CLEARING

PART 1 GENERAL

1.1 GENERAL INFORMATION

This Section covers furnishing suitable mechanical dredging plant and performing all work to remove the specified materials from within the dredging pay area limits as indicated, and placement of the dredge material within the designated placement sites, as shown or specified on solicitation plans. Multiple pieces of mechanical equipment are permitted. All equipment must meet all applicable U.S. Coast Guard regulations.

1.2 COORDINATION WITH PORTS

a. Coordination with local port users will be necessary throughout the job. Most dredging activities accomplished by this Contract are in congested areas. Anticipate interruptions to operations due to heavy commercial and recreational traffic passing through the work area. Additionally, U.S. Coast Guard construction dredging and pier removal is planned adjacent to the Tongue Point federal channel. Other local events may occur at various times throughout the work period.

b. Contractors will be required to provide to the Government a 7 day notice via email of their anticipated start of work at Tongue Point access channel, as well as notification of any delays to that start date.

1.3 OBSTRUCTIONS

a. Anchors, cables, and other equipment that may be hazardous to navigation must be adequately marked with lights, signs, and buoys as required by Coast Guard regulations, to prevent accidental contact by vessels in the area.

b. Do not obstruct navigational traffic by the deployment of anchor systems that may pose a threat to safe passage as determined by the on-site Government representative.

PART 2 PRODUCTS

2.1 CHARACTER OF MATERIALS

Snags, logs, rocks, gravel, boulders, swifter wire, commercial fishing gear, discarded boat hardware, and miscellaneous debris may be encountered in the dredge areas. Sediment characteristics for each dredge area are as follows:

a. Outer Shoal: 96.4 percent sand, 3 percent clay, 0.5 percent silt, and 0.1 percent gravel

b. Inner Shoal: Average of 46.9 percent sand, 45.7 percent silt, 7.3 percent clay and 0.1 percent gravel

PART 3 EXECUTION

3.1 DREDGING

3.1.1 General

a. Provide sufficient size tug(s) to ensure safe transit of material placement plant and dredge plant. Submit the name and size of tugs, and licenses of the operators prior to the start of work.

b. Dredge all pay prisms along the alignment and to the dimensions shown and place all material within the designated placement sites. Depths measured in Mean Lower Low Water (MLLW). Payment will be as described in Section 01 22 00.00 82, MEASUREMENT AND PAYMENT. To assure maintenance to the required dredging depth, payment will be allowed for material actually removed from between the required dredging depth and the maximum payable depth, as shown. Material removed from below the maximum payable depth or outside the pay area limits will not be considered for payment. Material on the side slopes will not be required to be removed for acceptance, unless indicated otherwise on the Contract Drawings.

c. In all areas paid by pre- and post-dredgesurvey; clear the dredging design width to the required dredging depth. Payment will be as described in Section 01 22 00.00 82, MEASUREMENT AND PAYMENT, and will include material on the 1 vertical to 3 horizontal side slopes, except where indicated otherwise. Material on the side slopes will not be required to be removed for acceptance.

d. The ESSAYONS, YAQUINA, or other Contract dredges may be working within the vicinity of the Columbia River during the timeframe of this Contract, however these dredges will not be dredging in the same work area. Coordinate operations with all dredges working in the immediate areas.

e. No redistribution of material by dragging a beam (or other method) to achieve final grade will be allowed under this Contract. All material specified to be dredged must be removed by dredging by mechanical means.

3.1.2 Breaking for Other Work

a. Breaking for other work is allowable under this solicitation provided that the work required by this Contract can still be completed within the allotted time. Any breaks in work must be submitted to the Government in writing at least two weeks prior to going off-Contract. Any breaks in work that will exceed 96 hours or will result in the Contractor leaving the Tongue Point area will require Government approval. Include in the request, at a minimum, the following items:

- (1) Proposed change to the schedule.
- (2) Repayment of GQAR expenses for standby on this Contract.
- (3) Proposed method of acceptance and payment if the other work overlaps with the Federal work.

b. When going off-Contract for other work, the USACE project signs

will be taken down or adequately covered for the duration of off-Contract work.

3.1.3 Infill Areas

Infill at all project locations should be expected. Necessity of cleanup cuts near the edge of the channel should be expected.

3.1.4 Dredging Depths

Perform maintenance dredging at all locations. Layout charts will be provided after the Government completes a pre-dredge survey, as described in Section 01 22 00.00 82, MEASUREMENT AND PAYMENT. Direction will be given to dredge a specific quantity to the required dredging depth as indicated on the drawings. The following depth ranges, that include the allowable overdepth, will apply for each dredge area:

- a. Outer Shoal STA 00+15 to STA 00+35: Required depth of 34 feet MLLW, plus 1 foot paid over depth.
- b. Inner Shoal STA 00+35 to STA 01+32: Required depth of 34 feet MLLW, plus 1 foot paid over depth.

3.1.5 Rock in Dredging Prism

If grade cannot be reached in areas where rock is encountered, immediately notify the GQAR, and document the coordinates of the area in the daily CQC report. In areas where rock is encountered, dig to refusal. The specific areas documented in the daily QC report will be compared with the post-dredge survey in order to determine whether re-dredging an area will be required, if the area is not found to grade.

3.1.6 Equipment

a. Perform all work under this Contract using tugboat(s), mechanical dredging equipment, and scow(s) in accordance with requirements outlined within this Subpart.

(1) Tugboat(s): The tug(s) must be twin screw, with a minimum of 1200 horsepower, or of sufficient power to make headway in a max flood or ebb. In the event the fully loaded scow can't be controlled, a replacement boat or an assist boat will be required. The tug(s) must have a good field of vision beyond the scow, when the scow is being pushed ahead. In the event the scow obstructs the vision of the tug operator, an experienced deckhand must be stationed as a lookout and that lookout must be in constant radio communication with the tug operator. In work areas that preclude use of a minimum 1200 horsepower twin screw tug due to project depth, an alternate smaller tug may be utilized for scow handling within the project limits. The primary tug must be used for all loaded scow movements in areas where depth allows.

(2) Clamshell Dredge Plant: Use of a floating clamshell dredge plant is required for all work within this contract. All equipment must be of appropriate size and capacity to perform the work in in accordance with Section 01 35 26.00 82, GOVERNMENTAL SAFETY REQUIREMENTS (DREDGING).

(3) Scows: All scows used to transport material must be either

bottom dump or split hull and in good working condition to prevent any loss of material during loading and transporting of dredged material. All scows must have an ABS certified Load Line. Contractor personnel are not to be permitted on-board scows during transit to or from the material placement site during the actual placement operation. Equipment must be of appropriate size and capacity to perform the work in the conditions typical at the Oregon coastal entrances, and in accordance with Section 01 35 26.00 82, GOVERNMENTAL SAFETY REQUIREMENTS (DREDGING).

b. Failure to comply with the above conditions will be cause to require the replacement of such equipment with floating plant that can meet the requirements.

3.1.7 Layout of Work

Layout charts will be provided for all dredging areas based on the schedule of work and the hydrosurvey requests. The most current survey data will be displayed on the dredging layout charts. Other pertinent information to be included with each layout package will be coordinates for the material placement site, supplemental tide gauge information, horizontal control locations, and computed quantities. Government hydrographic survey personnel may be available during their normal working hours to assist in locating various shore control points and tidal gauges.

3.1.8 Acceptance Areas

a. Each acceptance area will have a minimum of one pre-dredge and one post-dredge survey.

b. No dredging can occur within an acceptance area until the pre-dredge survey for that area has been completed.

c. The following acceptance areas will be designated or allowed:

(1) Outer Shoal STA 00+15 to STA 00+35: Up to two acceptance areas to be determined by the Contractor.

(2) Inner Shoal STA 00+35 to STA 01+32: Up to ten acceptance areas to be determined by the Contractor.

d. All acceptance areas will be determined prior to the start of any work under each CLIN, and will not be changed unless mutually agreed upon by the Government and the Contractor.

3.2 PLACEMENT OF EXCAVATED MATERIAL

3.2.1 General

Any material removed from the various dredge areas must be transported and placed in the designated material placement sites as shown on solicitation plans.

3.2.2 Dispersal of Material

For all in-water material placement operations, place all dredged material within the designated placement site in a manner to avoid mounding and uneven distribution of material that would otherwise prematurely reduce the usable capacity of the site unless specifically directed to do

otherwise. Prior to the start of dredging at each location, have an initial meeting to specifically discuss the placement site requirements. All government furnished material placement sites within this contract will have a minimum post-placement depth of 20 feet MLLW.

3.2.3 Placement Site Surveys

For all in-river material placement locations closely monitor placement operations through close management and surveys every seven days or more frequently to ensure the maximum deposition specified is not exceeded. Additionally, the Contractor will be required to survey each placement site within 48 hours of completion of placement at each site. Placement site surveys will be conducted using multi-beam and must cover the placement site and a minimum 300 foot buffer around the site boundaries where possible.

3.2.4 Additional Requirements

- a. Contractor personnel will not be permitted on-board scows during transit to or from the material placement areas or during the actual placement operation.
- b. All scows used to transport material must be in good working condition to prevent any loss of material during loading, transporting, or removal.
- c. Perform all placement operations by remotely operated equipment.

3.2.5 Contractor Furnished Material Placement Site

At the request of the Contractor, and upon Government approval, material may be placed within a site furnished by the Contractor provided that the Contractor acquires all necessary permits, environmental and real estate clearances and makes all site preparations and improvements necessary to effectively contain all material placed within the alternate site. Effective containment includes compliance with all permit conditions and requirements specific to the alternate site. All costs directly associated with the use of a Contractor furnished material placement site, beyond the estimated expense of utilizing the least cost Government furnished site, including but not limited to: site preparation, deployment and recovery of equipment not required for placement of material within the Government furnished site, reduction in daily production or progress, and compliance with special disposal conditions or requirements shall be the sole responsibility of the Contractor. Should a Contractor elect to furnish their own disposal site, the oversight of the Government under the terms of the contract will extend only to the filling of the disposal barge. Once the Contractor's barge departs from the dredge, or the conveyance equipment departs from the off-load site, the Contractor is now working under the terms of their regulatory permit. The Contractor will continue to work under this permit until they have returned from the disposal and placed themselves in a position to receive the material. At this point the Contractor must furnish a copy of all regulatory permits associated with the Contractor furnished site.

3.2.6 Miscellaneous Trash and Debris

All logs, snags, trash, and debris removed from the designated channel will become the property of the Contractor and must be disposed of in accordance with all applicable Federal, State, and municipal laws and

regulations. Logs, snags, trash, and debris must not be placed in the Government furnished material placement sites.

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NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM
SCOW - MONITORING PROFILE

PART 1 GENERAL

1.1 DESCRIPTION

a. The work under this contract requires use of the National Dredging Quality Management Program (DQM) to monitor the scow's status at all times during the contract and to manage data history.

b. This performance-based specification section identifies the minimum required output and the precision and instrumentation requirements. The requirements may be satisfied using equipment and technical procedures selected by the Contractor.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office responsible for review of the submittal for the Government.

SD-01 Preconstruction Submittals

Dredge Plant Instrumentation Plan Revisions or Addendum;

SD-06 Test Reports

Data Appropriately Archived email, Paragraph 3.2.5 ("Contractor Data Backup")

SD-07 Certificates

Letter of National Dredging Quality Management Program Certification

1.3 PAYMENT

No separate payment shall be made for installation, operation, and maintenance of the DQM-certified system as specified herein for the duration of the dredging operations; all costs in connection therewith will be considered a subsidiary obligation of the Contractor and covered under the contract unit price for dredging in the bidding schedule.

1.4 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION

a. The Contractor is required to have a current certification from DQM for the scow instrumentation system to be used under this contract. Criteria for certification shall be based on the most recent specification posted on the DQM website

<https://www.sam.usace.army.mil/Missions/Spatial-Data-Branch/Dredging-Quality-Manag>
Compliance with these criteria shall be verified by on-site quality assurance (QA) checks conducted by the DQM Support Center Data

Acquisition and Analysis Team and by periodic review of the transmitted data. If a system is installed specifically for this contract, the QA checks should take place either prior to any material being loaded into the scow to ensure that it is capable of transmitting quality data to the DQM database or with prior approval of the local USACE District, during the first load for each scow, and during subsequent loads as is necessary to verify compliance. DQM certification is valid for one year from the date of certification and is contingent upon the system's ability to meet the performance requirements as outlined in Paragraph PERFORMANCE REQUIREMENTS, and Paragraph CONTRACTOR QUALITY CONTROL. If issues with data quality are not corrected within 48 hours, the system certification shall be revoked and additional QA checks by the Data Acquisition and Analysis Team may be necessary.

b. Annual DQM certification shall be based on the following:

- (1) A series of QA checks as described in Paragraph COMPLIANCE QUALITY ASSURANCE CHECKS
- (2) Verification of data acquisition and transfer as described in Paragraph PERFORMANCE REQUIREMENTS)
- (3) Review of the Dredge Plant Instrumentation Plan (DPIP) as described in Paragraph, DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

c. The Dredging Contractor must have personnel who are familiar with the system instrumentation and who have the ability to recalibrate the sensors on site during the QA process. The Dredging Contractor must coordinate pickup times and locations and provide transportation to and from any platform with a DQM system to team personnel in a timely manner. The Dredging Contractor must also have on site for the QA checks a tug capable of towing the scow. As a general rule, DQM Data Acquisition and Analysis Team personnel will come with personal protective equipment (PPE) consisting of hardhats, steel toe boots, and life jackets. If additional safety equipment is needed - such as eye protection, safety harnesses, work gloves or personal location beacons - these items must be provided to the team while on site. The Contractor must submit a test data package to the DQM database from the system on each scow and have it accepted by the DQM Support Center prior to scow compliance checks. The Contractor must also submit data collected during the QA checks from the scow monitoring system to the DQM database and the Data Acquisition and Analysis Team personnel while on site. It is the Dredging Contractor's obligation to inform the QA team if the location designated for the QA checks has any site-specific safety concerns prior to their arrival on site.

d. The owner or operator of the scow must contact DQM at DQM-AnnualQA@rpsgroup.com on an annual basis, or at least three weeks prior to the proposed beginning of dredging, to schedule QA checks. This notification is meant to make the Data Acquisition and Analysis Team aware of a target date and the contract on which the plant will be used. At least one week prior to the target date, the Dredging Contractor must contact the Data Acquisition and Analysis Team and verbally coordinate a specific date and location. The Contractor must then follow up this conversation with a written email confirmation. The owner/operator must coordinate the QA checks with all local authorities including, but not limited to, the local USACE Contracting Officer's Representative (COR).

e. Recertification is required for any yard work which produces modification to displacement (for example, a change in scow lines, or repositioning or repainting hull marks), modification to bin volume (change in bin dimensions or addition or subtraction of structure), or changes in sensor type or location; these changes must be reported in the sensor log section of the DPIP. A system does not have to be transmitting data between jobs; however, in order to retain certification during this period, the system sensors or hardware should not be disconnected or removed from the scow. If the system is powered down, calibration coefficients must be retained.

1.5 DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

The Contractor must have a digital copy of the DPIP on file with the DQM Support Center. While working on site, the Contractor must also maintain on the dredge a copy of the DPIP which is easily accessible to Government personnel at all times. This document must describe the sensors used, configuration of the system, how sensor data will be collected, how quality control on the data will be performed, and how sensors/data reporting equipment will be calibrated and repaired if they fail. A description of computed scow-specific data and how the sensor data will be transmitted to the DQM database must also be included. The Contractor must submit to the DQM Support Center any addendum or modifications made to the plan, subsequent to its original submission, prior to the start of work.

The DPIP must include the following at a minimum:

(The DPIP must have a Table of Contents in the following order.)

- Dredging Company
 - Scow Point of Contact
 - Telephone Number
 - Email Address
- Scow Monitoring System Provider
 - Scow Monitoring System Point of Contact
 - Telephone Number
 - Email Address
- Scow Name/ID
- Sensor Repair, Replacement, Installation, Modification, or Calibration Methods
- Data-Reporting Equipment
- Procedure for Providing Sensor Data/Computed Data to the DQM Database
 - via Email
- System Power Supply
- System Battery Charge Method
- Documentation on how the Contract Number will be Changed if the System is Left on Past the End of the Contract
- System Telemetry

- Dimensioned Drawings of the Scow
 - A Typical Plan and Profile View of the Scow Showing the Following:
 - Bin Cross Sections
 - Locations of the Required Sensors Referenced to the Following:
 - Fore and Aft Perpendicular
 - Bin Length, Depth, Width, Zero Reference
 - External Hull Draft Markings (Latitudinal, Longitudinal, Keel)
 - Each Other
 - Overall Scow Dimensions
- Criteria and Method Used to Increment the Trip Number
- Description of how the UTC Time Stamp is Collected
- Positioning System
 - Brand Name and Specifications
 - Sampling Rates for Data Acquisition (Standard vs. Disposal)
 - Instrument Used to Calculate the COG
 - Any Calculation Done External to the Instrumentation
 - Certificates of Calibration and/or Manufacturer Certificates of Compliance
 - Description of how Scow Speed is Determined
- Hull Status
 - Instrumentation Brand Name and Specifications
 - Certificates of Calibration and/or Manufacturer Certificates of Compliance
 - Any Calculation Done External to the Instrumentation
 - Criteria Used to Determine Hull Open/Closed
- Heading
 - Instrumentation Brand name and Specifications
 - Certificates of Calibration and/or Manufacturer Certificates of Compliance
 - Any Calculation Done External to the Instrumentation
 - Criteria Used to Determine Heading
- Drafts
 - Instrumentation Brand Name and Specifications
 - Certificates of Calibration and/or Manufacturer Certificates of Compliance
 - Any Calculation Done External to the Instrumentation
 - Criteria Used to Determine Draft
- Displacement
 - Method Used to Calculate Displacement Based on Fore and Aft Draft
 - Tables Listing (Fresh and Salt Water) Displacement as a Function of Draft Provided by a Licensed Marine Surveyor/Naval Architect Independent of the Contractor.
 - The scaling between each interval in the table is determined by the designer of the table (which is determined by the shape of the scow); however, units must be reported, at a minimum, in feet and tenths of a foot for draft and long tons for displacement.
 - These methods and tables must be an accurate reflection of

the current configuration and displacement

- Contractor Data
 - Backup Frequency
 - Backup Method
 - Post Processing
- Archive Capability
- Documentation of Verification that the Reported Values are Applicable for the Sensor and Application
- Quality Control Plan as per Paragraph CONTRACTOR QUALITY CONTROL
 - Name of the Quality Control Systems Manager
 - Procedures for Checking Collected Data Against Known Values
 - Procedures for Verifying that Telemetry is Functioning
- Log of Sensor Performance and Modifications
- Log of Contractor Data Backup as per Paragraph CONTRACTOR DATA BACKUP

Any changes to the computation methods must be approved by the DQM Support Center prior to their implementation.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 REQUIREMENTS FOR REPORTED DATA

a. The Contractor must provide, operate, and maintain all hardware and software to meet these specifications. The Contractor shall be responsible for the replacement, repair, and calibration of sensors and other necessary data acquisition equipment needed to supply the required data.

b. Repairs must be completed within 48 hours of any sensor failure. Upon completion of a repair, replacement, installation, modification or calibration the Contractor must notify the Contracting Officer's Representative (COR). The COR may request recalibration of sensors or other hardware components at any time during the contract as deemed necessary.

c. The Contractor must keep a log of sensor repair, replacement, installation, modification and calibration in the on-site copy of the DPIIP. The log must contain a three-year history of sensor maintenance including the time of sensor failures (and subsequent repairs), the time and results of sensor calibrations, the time of sensor replacements, and the time that backup sensor systems were initiated to provide the required data. It must also contain the name of the person responsible for the sensor work.

d. Sensors installed must be capable of collecting parameters within specified accuracies and resolutions indicated in the following subparagraphs.

e. With the exception of position and any value calculated, reported sensor values should represent a weighted average with the highest and

lowest values not included in the calculated average for the given interval. The averaging routine used should be consistent across all event triggers. This information should be documented in the DPIIP sections that say "Calculations done external to the instrumentation."

f. These data-reporting requirements cover the collection of electronic data on a scow through the entire dredging cycle. Disposal events can consist of both open-water disposal and offloading. Open water-disposal is the placement of material via bottom doors or split hull. Offloading is the placement of material via either hydraulic or mechanical means.

3.1.1 Scow Name

Each scow must be assigned a unique name that will remain constant from one dredging operation to the next.

3.1.2 Contract Number

The USACE-assigned contract number for the project will be reported.

3.1.3 Trip Number

A DQM trip number must document the end of a disposal event for a given scow.

3.1.3.1 Open-Water Disposal

The trip number will be incremented at the completion of each disposal/removal of material from the scow. Each scow must maintain a separate trip numbering sequence - that is, each scow will start with a trip number of 1; this number will be incremented by 1 each time the scow completes a disposal. The trip number must be calculated and repeatable based on a given logic; it may not necessarily correspond to the trip number logged aboard the dredge or tug. Efforts must be made to include logic that avoids false trip number increments while also not allowing the routine to miss any disposal events.

3.1.3.2 Offloading

The trip number will be incremented at the completion of each disposal/removal of material from the scow. Each scow must maintain a separate trip numbering sequence - that is, each scow will start with a trip number of 1; this number will be incremented by 1 each time that scow completes a disposal. The trip number must be calculated and repeatable based on a given logic; it may not necessarily correspond to the trip number logged aboard the dredge or tug. Efforts must be made to include logic that avoids false trip number increments while also not allowing the routine to miss any disposal events.

3.1.4 Horizontal Positioning

Horizontal positioning must be recorded as the geographic coordinates of the vessel as indicated by the location of the Global Positioning System (GPS) antenna. All locations must be obtained using a positioning system operating with a minimum accuracy level of 1 to 3 meters horizontal Circular Error Probable (CEP). Positions must be reported as Latitude/Longitude WGS 84 in decimal degrees. West Longitude and South Latitude values are reported as negative.

3.1.5 Date and Time

The date and time must be reported to the nearest second and referenced to Universal Time Coordinated (UTC) based on a 24-hour format; yyyy-mm-dd hh:mm:ss.

3.1.6 Hull Status

Hull status is meant to reflect a condition when material could be removed or released from the scow. *For this contract, hull status must register closed prior to leaving the disposal area.*

3.1.6.1 Open-Water Disposal

An open split hull or open bottom door of a scow must be indicated by reporting an "OPEN" value. A closed split hull or closed bottom door of a scow must be indicated by reporting a "CLOSED" value. An open status must be indicated as the bin starts to open, and a closed status must be indicated only once the bin is fully closed. For pocket scows, the open/closed status must correspond to the compartment which is first to open and last to close.

3.1.6.2 Offloading

For non-dumping scows, an "OPEN" value shall indicate that the bin is in the process of being unloaded, either by pumping or mechanical means.

3.1.7 Course

Scow course-over-ground (COG) must be provided using industry-standard equipment. The Contractor must provide scow course-over-ground (to the nearest whole degree) with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention.

3.1.8 Speed

Scow speed-over-ground must be provided in knots using industry-standard equipment with a minimum accuracy of 1.0 knot and resolution to the nearest 0.1 knot.

3.1.9 Heading

Scow heading must be provided using industry standard equipment. The scow heading must be accurate to within 5 degrees and reported to the nearest whole degree, with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention.

3.1.10 Draft

All reported draft measurements must be in feet, tenths. and hundredths with an accuracy of +/- 0.1 foot relative to observed physical draft readings. The measurements must be reported at a resolution of two decimal places (hundredths of a foot). The reported forward draft value must be equal to the sum of the visual forward port and starboard draft mark readings divided by two. The reported aft draft value must be equal to the sum of the visual aft port and starboard draft mark readings divided by two. Forward draft, aft draft, and average draft will be reported. Sensors must be placed at an optimum location on the scow to be reflective of

observed physical draft mark readings at any trim or list. Minimum accuracies are conditional to relatively calm water. The sensor value reported shall be an average of at least ten samples per event, with at least one maximum value and one minimum value removed, and the minimum eight remaining values averaged. When the average draft is calculated for the purpose of determining displacement, significant digits for average draft must be maintained such that if forward draft were 0.15 and aft draft were 0.1, then the average draft would be 0.125.

3.1.11 Displacement

Scow displacement shall be reported in long tons, based on the most accurate method available for the scow. The minimum standard of accuracy for displacement is interpolation from the displacement table, based on the average draft. For each location, determine the density of water used to calculate displacement. This calculation shall be used for an additional interpolation between the fresh and salt water tables. The water density used is project/location specific. 1000kg/m³ (1g/cm³)-fresh water 1027 kg/m³ - 1030 kg/m³ (1.027g/cm³ - 1.03g/cm³) - salt water.

3.2 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM REQUIREMENTS

The Contractor's DQM system must be capable of collecting, displaying, and transmitting information to the DQM database. The parameters which must be reported to the DQM database include trip number, date and time, hull status, scow course, scow speed, scow heading, draft, and displacement. An easily accessible, permanent visual display on the scow must show in real time the parameters collected by the system in the same units as are used for data submitted to the DQM database. In the event a reported parameter is calculated based on multiple sensors, the sensor values as used in the equation must be able to be viewed in addition to the required parameter. If a hardware problem occurs, or if a part of the system is physically damaged, then the Contractor shall be responsible for repairing it within 48 hours of determination of the condition.

3.2.1 Telemetry

The Contractor may select any commercial satellite, cellular phone, or other data communications systems available as long as it is capable of transmitting real-time data as well as enough additional bandwidth to clear historically queued data when a connection is reobtained. The telemetry system must be always available and have connectivity in the contract area. If connectivity is lost, unsent data must be queued and transmitted upon restoration of connectivity. The data transition process from the scow to the DQM database must be automated. The data may be sent from the scow directly to the DQM database or to a shore-based system. Data transmitted to the DQM database should be raw data; any processing of the data conducted shoreside must be done using repeatable automated software or programming routine. A description of this process must be included in the DPIP.

3.2.2 Data Reporting Frequency

a. Disposal activities must be logged with high temporal and spatial resolution. Data must be logged as a series of events. Each set of measurements (time, position, etc.) will be considered an event. Any required information in Paragraph REQUIREMENTS FOR REPORTED DATA, that is not an averaged variable (that is, draft and ullage) must be collected within 1 second of the reported time. Data must be measured

with sufficient frequency by the scow system to resolve the events to the accuracy specified in the following table. Any averaged variable must be collected and computed within this sampling interval. Event types "Sailing," "Loading/Stationary," "Offloading," and "Open Water Disposal" are triggered by a time criterion; the criterion should be consistent across the "Sailing" and "Open Water Disposal" event types and should not change for the data collected on a given scow. This criterion should be documented by the Contractor in the DPIP.

Event Type	Event Trigger Descriptions	Event Time Resolution	Event Position
Loading/Stationary	<p>No change in position with hull status closed An elapsed time of 1 hour since the last event.</p> <p>No change in position with hull status open -----NONCLOSURE----- In the event a scow has completed an open water disposal and transited back to a holding station without closing the hull, the sampling must be changed to once per hour.</p>	1 minute	N/A
Sailing	<p>Change in position with hull status closed Time from the last sample equals 1 minute.</p>	1 second	+/-10 ft
Open Water Disposal	<p>Hull status open A position must be recorded within 1 second of the hull status going from closed to open and again within 1 second of the hull status going from open to closed. The position must be reported at any equal interval from 6 to 12 seconds. This interval must always remain consistent for the dredge plant.</p>	1 second	+/-10 ft
Offloading	<p>Offloading material, hull status reported as open A position must be recorded within 1 minute arrival at the offload location and within one second of the material starting to be removed from scow. The time from the last sample equals 1 minute. -----STANDBY OFFLOADING----- In the event a scow is not being actively offloaded at the offload location for a time equal to one hour, the sampling interval must be equal to once an hour.</p>	1 second	+/-10 ft

b. Example: The scow is stationary for one hour and 15 minutes, and then it sails to the disposal area. You should have a "Loading/Stationary" event at time 0 time one hour, and time one hour and 15 minutes. Then, for "Sailing," within 1 second of an elapsed time of one minute from the one hour and 15 minutes event, another event occurs.

3.2.3 Data Transmission to the Web Service

a. A Simple Object Access Protocol (SOAP) web service must be used to report sensor data to the DQM database. Data must be transmitted as it

is collected in real time and pushed to the DQM web service. If the web service is not available or returns an error message, the data must be stored in a queue and transmitted upon re-establishment of the connection, starting with the oldest data in the queue and continuing until real-time transmission is restored. Delays in pushing real-time data to the DQM database should not exceed four hours. Exceptions to these requirements may be granted by the DQM Support Center on a case-by-case basis with consideration for contract-specific requirements, site-specific conditions, and extreme weather events.

b. Contact dqm-support@usace.army.mil to obtain the web service URL and the appropriate key credentials and communication protocol.

c. The data transmission method call takes two arguments: a string containing the plant identifier assigned by the DQM Support Center and a second string containing the JSON-formatted sensor data. The method returns the string "OK" if the data is received. If the data is not received, either the web service or the client application throws an error.

3.2.4 XML-Formatted Sensor Data String

a. Each scow event must be passed as a string on one continuous line of data. The example below is broken up by variable for ease of reading:

```
<?xml version="1.0"?>
<SCOW_DREDGING_DATA version="2.5">
  <SCOW_NAME>AU1994</SCOW_NAME>
  <CONTRACT>W123BA-09-D-0087_RL01</CONTRACT>
  <TRIP_NUMBER>34</TRIP_NUMBER>
  <X_POSITION>-81.670632</X_POSITION>
  <Y_POSITION>41.528987</Y_POSITION>
  <DATE_TIME>2010-08-14 10:50:15</DATE_TIME>
  <SCOW_SPEED>0.0</SCOW_SPEED>
  <SCOW_COURSE>0.0</SCOW_COURSE>
  <HULL_STATUS>OPEN</HULL_STATUS>
  <SCOW_HEADING></SCOW_HEADING>
  <SCOW_FWD_DRAFT></SCOW_FWD_DRAFT>
  <SCOW_AFT_DRAFT></SCOW_AFT_DRAFT>
  <SCOW_AVG_DRAFT></SCOW_AVG_DRAFT>
  <ULLAGE_FWD></ULLAGE_FWD>
  <ULLAGE_AFT></ULLAGE_AFT>
  <ULLAGE_AVG></ULLAGE_AVG>
  <SCOW_BIN_VOLUME></SCOW_BIN_VOLUME>
  <SCOW_DISPLACEMENT></SCOW_DISPLACEMENT>
  <SCOW_LIGHTSHIP></SCOW_LIGHTSHIP>
  <SCOW_TDS></SCOW_TDS>
  <ADDITIONAL_DATA>Some more scow info, if
needed</ADDITIONAL_DATA>
</SCOW_DREDGING_DATA>
```

b. DATE_TIME values must be formatted as YYYY-MM-DD HH:MM:SS, as shown above. If, for any reason, a field has no value, the enclosing XML tags should be sent with nothing between them (for example, <DRAFT_AFT></DRAFT_AFT>). The web service cannot handle a "null" value or any other indicators of no value collected.

3.2.5 Contractor Data Backup

a. The Contractor must maintain an archive of all data sent to the DQM database during the dredging contract. The Contracting Officer's Representative (COR) may require, at no increase in the contract price, that the Contractor provide a copy of these data covering specified time periods. The data must be provided in the HTML format which would have been transmitted to the DQM database. Data submission must be via storage medium acceptable to the COR.

b. At the end of the dredging contract, the Contractor must contact the DQM Support Center prior to discarding the data to ensure that it has been appropriately archived. The Contractor must record in a separate section at the end of the scow's on-site copy of the DPIP the following information:

(1) Person who made the call

(2) Date of the call

(3) DQM representative who gave permission to discard

c. The same day of the phone call and prior to discarding the data, the Contractor must submit a "Data Appropriately Archived" email to the local USACE District's COR with the above information and cc: the DQM Support Center representative providing permission. In addition to the above information, the following must also be included in the email:

(1) Project name and contract number

(2) Scow start and end dates

(3) Name of the scow

3.3 PERFORMANCE REQUIREMENTS

The Contractor's DQM system must be fully operational at the start of dredging operations and fully certified prior to moving dredge material on the contract (see Paragraph NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION). To meet contract requirements for operability, in addition to certification, the Contractor's system must provide, at a minimum, a data string with values for all parameters while operating, as described within the specifications. Additionally, all hardware must be compliant with DPIP requirements Paragraph DREDGE PLANT INSTRUMENTATION PLAN (DPIP). Quality data strings are considered to be those providing values for all parameters reported when operating according to the specification. Repairs necessary to restore data return compliance must be made within 48 hours. Failure by the Contractor to report the required data within the specified time window for scow measurements (see Paragraph DATA REPORTING FREQUENCY, and Paragraph DATA TRANSMISSION TO THE WEB SERVICE) and failure to receive DQM certification prior to dredging may result in withholding of up to 10 percent of the contract progress payment per clause 52.232-5.

3.4 COMPLIANCE QUALITY ASSURANCE CHECKS

a. Quality assurance checks are required prior to the commencement of dredging, and at the discretion of a Contracting Officer's Representative (COR) periodically throughout the duration of the contract. As part of the testing requirements, the Dredging Contractor

must provide the above personnel an easily accessible visual display of measurements from the scow monitoring system in the same units that are submitted to the DQM database. These measurements must be provided in real time on the scow or near real time on location. The Dredging Contractor must also submit data collected during the QA checks from the scow monitoring system to the DQM database at completion of the checks. Detailed instructions for performing these checks and a spreadsheet for recording the results are available at https://www.sam.usace.army.mil/Portals/46/docs/navigation/OP-J/DQM/Annual_QA_Check. Incoming data must be periodically reviewed to ensure compliance with the performance requirements outlined in Paragraph PERFORMANCE REQUIREMENTS.

b. For annual instrumentation checks and compliance monitoring, DQM Data Acquisition and Analysis Team personnel attempt to be as flexible as possible in performing their checks so as not to delay work; however, in order to expedite matters as much as possible, it is necessary that they receive the support and cooperation of the local USACE District and the Dredging Contractor. The Dredging Contractor must coordinate pickup times and locations and provide transportation to and from any platform with a DQM-certified system in a timely manner. Calibrations to the sensors should already have been performed before DQM personnel arrive on site.

3.4.1 Position Check

During the QA checks, both the static position of the scow and a dynamic tracking of movement through each of the event triggers Paragraph DATA REPORTING FREQUENCY) will be monitored by an independent GPS unit. The inspector GPS data must be compared to the data that is collected by the DQM-certified system for the same period. The data should be provided to the DQM Data Acquisition and Analysis Team by the system provider while on site. The DQM Data Acquisition and Analysis Team will confirm the position of the scow, verify that data collection intervals change as each of the scow event triggers change, and check all data reporting requirements. A Contractor-furnished tug will be required to transport the scow during this check. Throughout the contract, the COR will periodically verify reported positions by independently measuring with other equipment to verify locations.

3.4.2 Hull Status Check

The COR will document the angle at which the hull status sensor registers "OPEN" and "CLOSED".

3.4.3 Draft and Displacement Check

The COR must periodically verify the accuracy of the fore and aft system-reported draft values by comparing the vessel hull draft marks to the corresponding sensor readings indicated on the DQM screen. The vessel's hull draft reading must be viewed from a Contractor-supplied auxiliary vessel circling the dredge. The COR must review the difference between averaged drafts recorded by the instruments and those estimated from the draft marks to ensure that the system is operating within the acceptable accuracy of approximately +/- 0.1 foot in calm seas conditions. Reported draft values will be verified light, loaded, and at other intervals at the discretion of the COR. If sensors responsible for collecting draft values are not located on the centerline, verification may be required under different trim and list conditions. If values are

outside the acceptable range, the Contractor must recalibrate or repair system components as necessary. This check may be performed separately or as a part of the Water Load Test. For each system-provided fore and after draft, an average draft value will be calculated during the draft check, and the corresponding displacement will be verified longhand using the supplied draft/displacement tables.

3.5 CONTRACTOR QUALITY CONTROL

The Dredging Contractor must designate a Quality Control Systems Manager (QCSM), who must develop and maintain daily procedures to ensure the Contractor's quality control (CQC) of the DQM system. These methods must include a procedure by which data being collected is checked against known values and telemetry is verified to be functioning. The Contractor Quality Control Plan, which describes these methods and procedures, must be included in the DPIP as per Paragraph DREDGE PLANT INSTRUMENTATION PLAN (DPIP). This is the only section which must be submitted to the local USACE District and is a required submittal prior to the start of the contract. CQC Reports may be required at the discretion of the Quality Assurance Representative (QAR) daily. Annotations must be made in the CQC Report, documenting all actions taken on each day of work including all deficiencies found and corrective actions taken.

3.6 LIST OF ITEMS TO BE PROVIDED BY THE CONTRACTOR

DPIP	Paragraph DREDGE PLANT INSTRUMENTATION PLAN (DPIP)
DQM SYSTEM	
Sensor Instrumentation	Paragraph REQUIREMENTS FOR REPORTED DATA
SCOW DATA	
Event documentation	Paragraph DATA REPORTING FREQUENCY
Data reports	Paragraph DATA TRANSMISSION TO THE WEB SERVICE
QA EQUIPMENT ON THE DREDGE	
Clear and accurate draft marks	

-- End of Section --

Construction Project Identification Sign

Below are two samples of the Construction Project Identification sign showing how this panel is adaptable for use to identify either military (top) or civil works projects (bottom). The graphic format for this 4'x 6' sign panel follows the legend guidelines and layout as specified below. The large 4'x 4' section of the panel on the right is to be white with black legend. The 2'x 4' section of the sign on the left

with the full Corps Signature (reverse version) is to be screen-printed Communication Red on the white background. The designation of a sponsor in the area indicated is optional with Military or Civil Works construction signs. Signs may list one sponsoring entity. If agreement on a sponsor designation cannot be achieved, the area should be left blank.

This sign is to be placed with the Safety Performance sign shown on the following page. Mounting and fabrication details are provided on page 16-4.

Special applications or situations not covered in these guidelines should be referred to the district Sign Program Manager.

Legend Group 1: One- to two-line description of Corps relationship to project.
Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

Legend Group 2: Division or District Name (optional). Placed below 10.5" reverse Signature (6" Castle).
Color: White
Typeface: 1.25" Helvetica Regular

Legend Group 2a: Army Star logo. Placed below Corps Signature and Division or District Name.
Size: 10.5" x 7.875"

Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25" Helvetica Regular
Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.

The top sign, titled "Expansion of Camp Pendleton Commissary", is sponsored by the U.S. Air Force. It lists the contractor as Alamos Construction Co. in San Diego, California, and the consulting engineer as Bernardino International Engineering Company, Inc. in Riverside, California. The bottom sign, titled "Replacement of North Spillway Gates", is sponsored by the U.S. Army Corps of Engineers, St. Louis District. It lists the contractor as Oscar Construction Co. in Kansas City, Missouri, and the consulting engineer as Wilmington, Rotheau, and Eddings Engineering, Inc. in Chicago, Illinois. Both signs include detailed dimensions and alignment guidelines for text and logos.

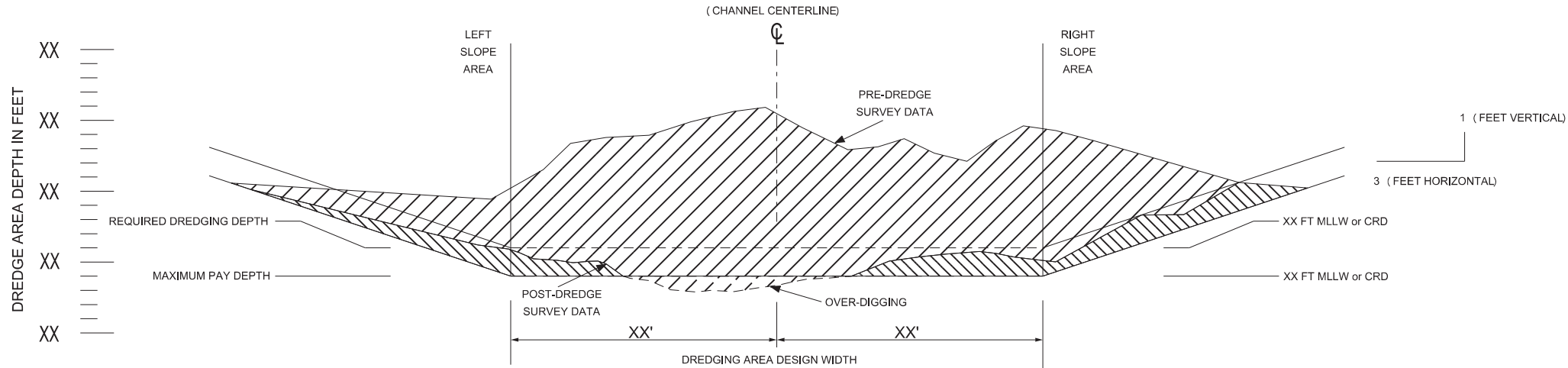
Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4'x6'	4"x4"	HDO-3	48"	WH-RD/BK

FLOATING PLANT INSPECTION CHECKLIST CLAMSHELL DREDGE			
<i>NOTE: This is a checklist only and does not include ALL pertinent safety requirements. For detailed requirements, refer to EM 385-1-1, 30 November 2014</i>			
Contract No.:			
Vessel Name:			
Contractor's Representative/Title:			
Government Representative/Title:			
United States Coast Guard Certificate of Inspection - Expiration Date:			
Stability Letter - Date Issued:			
Date of QC Inspection:			
<i>Each employer shall furnish to each of its employees, employment, and place of employment, which are free from hazards (PL 91-596).</i>			
<i>Note: Paragraph references in this table refers to paragraphs in EM 385-1-1 (30 November 2014).</i>			
Items	Reference	Meets 385 1-1	Remarks
(Brief description)	(Section)	(Yes/No)	(If not applicable, or answer is contrary to requirement, explain in detail)
Emergency notification and emergency medical numbers posted?	01.A.07		
At least 2 members of the crew on each watch qualified to administer first aid & CPR? (no more than 2 years old)	03.A.02		
First aid kits available (min. 1/25 workers), of proper type and well stocked?	03.A.03		
First aid/CPR persons in the Bloodborne Pathogen Program, trained and provided protective equipment (gloves, breathing barriers, resuscitation equipment, etc.)?	03.A.05/03.B		
Required personal protective and safety equipment based on AHA/PHA? Training in use, care and storage of PPE?(Attach training records)	05.A/05.B		
Crew using proper eye, foot, head, hand protection?	05.B., 05.D, 05.E, 05.H		
All wearable PFDs shall be of an international orange (or orange/red) or ANSI 107 yellow-green color	05.J.03		
Each PFD shall be equipped with a USCG-approved automatically activated light, unless projects performed exclusively during daylight hours	05.J.04		
Noise surveys performed on all equipment, all "noisy areas"? Signs posted indicated hearing protection required and type (or noise level)?	05.C		
Ring buoys, lifelines, water lights provided, properly located, in good condition?	05.J.05/06		
Properly equipped life-saving skiff provided? Lifesaving drills being performed (initially, at least monthly afterwards)?	05.K		
Lighting requirements reviewed in AHA? Proper lighting supplied in all work areas, sites, vessels, etc. (Provide light meter/survey if unknown/questionable). Marine lighting IAW ABS.	07.A./07.B		
Night operations lighting plan developed and on board?	07.B.06		
Hot work performed? Fire watch? Hot work permit used? Min. 10 lb. fire extinguisher?	09.A.04		
All sources of ignition prohibited within 50 feet of operations with potential fire hazard?	09.A.06		
Flammable materials stored properly?	09.B		

Items	Reference	Meets 385 1-1	Remarks
(Brief description)	(Section)	(Yes/No)	(If not applicable, or answer is contrary to requirement, explain in detail)
Storage areas/tanks shall be surrounded by a curb, earthen dike or other equivalent means of containment of at least 6 in (0.15 m) in height	09.B.18		
Proper number, type of fire extinguishers provided as required? Fully charged, operable, accessible? Inspected monthly, documented?	09.F.		
Structural welding on critical items performed by Certified Welders? Inspected by Certified Inspector?	10.A.07		
Ventilation provided if welding/cutting performed in confined space?	10.C.03		
Oxy-Fuel gas systems using cylinder-regulator-hose-torch have a reverse-flow check valve AND a flash arrestor on each hose, at torch unless manufacturer states otherwise?	10.E.07		
Batteries stored in enclosures with outside vents or in a well-ventilated room and arranged to prevent the escape of fumes, gases or electrolyte spray into other areas?	11.G.01		
Lockout/tagout used when systems are de-energized? Both locks and tags used? Procedures in place? Personnel assigned roles and documentation of all?	Section 12		
All hand and power tools in good condition with required guards in place?	13.A.		
Are safety lashings and safety clips installed on all pneumatic tools and hoses?	13.D		
Housekeeping (attach most recent daily inspection report)	14.D		
Rigging Inspections performed by QR/CP each shift before use? Annually by QR or CP and documented?	15.A.01		
Are positive latching devices used to secure loads?	15.A.04		
Custom designed beams, clamp, etc., tested and marked?	15.A.05		
Qualified Rigger(s) identified, designated in writing along with rigging tasks? Only QRs perform rigging?	15.B		
All slings manufactured, used, inspected and maintained according to ASME B30.9? Tagged/marked with manufacturer, WLL, #legs if more than 1?	15.D		
Only alloy chain Grade 80 or higher used for rigging loads?	15.D.02		
Rigging hardware, per ASME B30.26? Inspected each shift, at least annually?	15.E		
Contractor has submitted, accepted Certificate of Compliance for all LHE on site? (Attach copy)	16.A.02		
Standard Lift Plans being prepared for every lift/series of lifts?	16.A.03		
Work area control in accessible areas where equipment is rotating next to fixed structure, min 24 in clearance, to allow passage of workers without harm? Barricade swing radius to prevent worker from being struck?	16.A.13/16.G.13		
Running lines within 6 ft-6 in of ground or working level guarded/restricted by physical barriers to preclude injury?	16.A.14		
Maintenance/repairs of LHE per manufacturer, documented and available for length of contract? (Attach recent records of maintenance and repairs)	16.A.15		
LHE operators certified, qualified and designated by employer in writing, including specific LHE on site. (attach proof of qualifications and designation prior to start of work)	16.B		
Crane Operators certified by option 2? Attach records of last audit, letter from QP saying program meets 16.B.03.b	16.B.03.b		
LHE Operator physical examination clearance (only clearance statement, no data), signed by MD or DO? Attach written/signed documentation saying exam meets EM 385-1-1, 16.B.04 and ASME B30 for acceptance prior to operating LHE.	16.B.04		
Inspection Criteria for LHE being performed? Attach last Monthly and Annual inspection results.	16.D		
Safety Devices and Operational Aids required on all Cranes and Derricks in place, functioning?	16.E.03		
Operational Testing IAW 16.F.02?	16.F.02		

Items	Reference	Meets 385 1-1	Remarks
(Brief description)	(Section)	(Yes/No)	(If not applicable, or answer is contrary to requirement, explain in detail)
Load Testing performed IAW 16.F.03?	16.F.03		
All LHE has proper documents in cab?	16.G.01		
Proper clearances are maintained at all times, during operation AND travel?	16.G.09-12		
Accessible areas within the swing radius of the rear of the LHE's rotating superstructure, either permanently or temporarily mounted, shall be barricaded to prevent an employee from being struck or crushed	16.G.13 (b)		
All critical lifts identified and planned properly? Critical lift plans submitted for acceptance prior to lift?	16.H		
Project has adequate means for monitoring local weather conditions, including a wind-indicating device?	16.I.01		
Using/Have Floating Cranes/ Derricks, Crane Barges, and Auxiliary shipboard mounted Cranes? Attach Navel Architectural Analysis, floating service load chart.	16.L		
Additional inspection requirements for barges, pontoons, vessel or other means of flotation used to support a land crane/Derrick	16.L.18		
Crane -Supported personnel platforms: work platform and suspension system shall be designed and certified by a registered professional engineer	16.T		
Machinery/mechanized equipment inspected/tested IAW manufacturer's recommendations/EM requirements? Certified in writing (Attach documents)?	18.G.02		
All floating plant regulated by the USCG has required, current USCG documentation? Attach documents.	19.A.01		
All licensed officers and crew have current documentation?	19.A.02		
Operators of Uninspected Towing Vessels and Master and Pilots on radar-equipped vessels 26' or more have USCG Radar Observers endorsement on license?	19.A.02		
Are all reciprocating, rotating and moving parts of winch gears and other equipment properly guarded.	19.A.05		
Shutoff valve installed at the engine end of the fuel line? (Unless the length of the supply pipe is < 6 feet).	19.A.06		
Fuel transfer procedures on board?	19.A.06		
Shutoff valve installed at the fuel tank connections, can be operated from outside a compartment, outside the engine room, and outside the house bulkheads?	19.A.06		
Stumbling and tripping hazards painted yellow? Uncovered deck plate openings (e.g., around generators and main engines) outlined with yellow paint?	19.A.07		
Are non-slip surfaces provided on working decks, stair treads, ship ladders, platforms, catwalks, and walkways?	19.B.		
Safe access provided to and from vessels? Gangways and ramps secured at one end by at least one point on each side with lines or chains to prevent overturning?	19.B.02		
Proper Marine Railings Types provided and in-place?	19.E.		
Pressurized equipment and systems inspected and tested? Attach inspection and Test logs.	20.A		
Oxygen and gas cylinders in storage separated by firewall or by distance of 20 feet? Appropriately placarded?	20.D/20.D.03		
Compressed gas cylinders separated from flammable or combustible material by at least 40 ft.?	20.D.03		

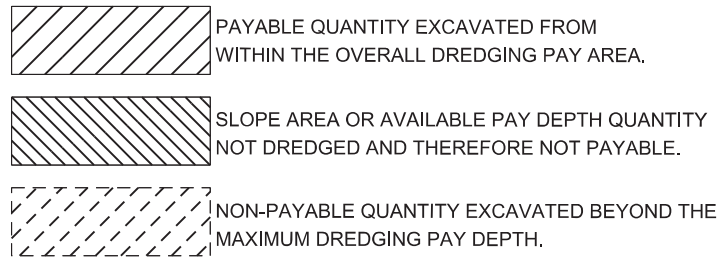
DESCRIPTIVE SKETCH PAYABLE / NON-PAYABLE DREDGE QUANTITIES



ACTUAL DREDGING DEPTHS TO
BE DETERMINED BASED OFF OF
PRE-DREDGE SURVEY

CROSS SECTION A - A
STA: XX+XX+XX
N.T.S.

INBOUND PERSPECTIVE



MATERIAL REMOVED FROM THE SIDE SLOPES IS PAYABLE, BUT REMOVAL
IS NOT REQUIRED FOR ACCEPTANCE.

SPILL EMERGENCY - INITIAL REPORT FORM

1. Reporting Name: _____ Responsible Party: _____

2. Location of Spill (include County, Nearest Town, County, Township, Range, Rivermile)

3. Spill Description (time & date spilled, material involved, quantity)

4. Environmental Impacts: Air? Surface Water? Groundwater? Fish? Wildlife?

5. Reporting

Tracking No.

Date/Time

POC

National Response Center:

Oregon Emergency Response System:

Washington Emergency Management:

6. Incident Action Plan: Strategic Goals (what to do) and Tactical Objectives (who & how)

Strategic Goals

Tactical Objectives

a. Perform Hazard Assessment

b. Establish Site Security

c. Establish Incident Command

d. Evacuate Injured or Exposed

e. Contain the Spill

f. Control the Spill

g. Initiate Cleanup

DAILY REPORT OF OPERATIONS – PIPELINE, DIPPER, OR BUCKET OPERATIONS										CONTRACT NO:	
TO:		CONTRACTOR				DATE(S)		REPORT NO:			
								CONTRACT DAY:			
PROJECT AND BAR		NAME:			AUTHORIZED DIMENSIONS		WIDTH:		DEPTH		
		LOCATION (include station no.):						OVERDEPTH:			
DREDGE		NAME AND TYPE		SIZE	PIPELINE:			DIPPER OR BUCKET:			
					in. dia. disch.			cy. cap.			
		HORSEPOWER OF		DREDGE PUMP:	SUCTION PIPE JET:		CUTTER OR BUCKET:		PROPULSION:		
		NUMBER OF CREW MEMBERS					WORK SCHEDULE				
CHANNEL CONDITION		Dredge:	Shore:	Other:	Total:	Shifts per day:		Days per week			
		AVERAGE DEPTH	BEFORE DREDGING		AFTER DREDGING	MINIMUM SOUNDING	BEFORE DREDGING:		AFTER DREDGING:		
CHARACTER OF MATERIAL AND PERCENTAGE		GRAVEL		MUD		STONE		DISTRIBUTION OF TIME			
		SAND		CLAY		HARDPAN					
		SILT		OTHERS:				EFFECTIVE WORKING TIME (chargeable to cost of work)		HOURS	MIN
WORK PERFORMED						PUMPING OR DREDGING					
ITEM				UNIT	QTY	BOOSTER (in line)					
AVERAGE WIDTH OF CUT				FEET		NONE-EFFECTIVE WORKING TIME					
TOTAL ADVANCE THIS PERIOD				FEET		HANDLING PIPE LINES					
TOTAL ADVANCE PREVIOUS TO THIS PERIOD				FEET		HANDLING ANCHOR LINES					
TOTAL ADVANCE TO DATE				FEET		CLEARING PUMP AND PIPE LINE					
FLOATING PIPE:			SHORE PIPE:			CLEARING CUTTER OR SUCTION HEAD					
TOTAL LENGTH OF DISCHARGE PIPE				FEET		WAITING FOR SCOWS					
AVERAGE LIFT				FEET		TO AND FROM WHARF OR ANCHORAGE					
AVERAGE PUMP SPEED				R.P.M.		CHANGING LOCATION OF PLANT ON JOB					
AVERAGE DREDGED PER PUMP HOUR, GROSS				CU.YD.		LOSS DUE TO OPPOSING NATURAL ELEM.					
SCOWS LOADED				NUMBER		LOSS DUE TO PASSING VESSELS					
AVERAGE LOAD PER SCOW				CU. YD.		SHORE LINE AND SHORE WORK					
CUBIC YARDS REMOVED						WAITING FOR BOOSTER					
AMOUNT DREDGED THIS PERIOD:						MINOR OPER. REPAIRS (explain below)					
(1) GROSS (computed amount)						WAITING FOR ATTENDANT PLANT					
(2) CREDITED (pay place)						PREPARATION AND MAKING UP TOW					
AMOUNT PREVIOUSLY REPORTED:						TRANSFERRING PLAN BETWEEN WORKS					
(1) GROSS (computed amount)						LAY TIME OFF SHIFT AND SATURDAYS					
(2) CREDITED (pay place)						SUNDAYS AND HOLIDAYS					
AMOUNT DREDGED TO DATE:						FIRE DRILL					
(1) GROSS (computed amount)						MISCELLANEOUS (explain below)					
(2) CREDITED (pay place)						TOTAL NON-EFFECTIVE WORKING TIME					
ATTENDANT PLANT						TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (chargeable to cost of work)					
ITEM	NAME OR NUMBER			HOURS							
						LOST TIME (chargeable to cost of work)					
Has anything developed which might lead to a change order or claim:						MAJOR REPAIRS AND ALTERATIONS					
						CESSATION					
						COLLISIONS					
						MISCELLANEOUS					
						TOTAL LOST TIME:					
						TOTAL TIME IN PERIOD					
ALL WORK PERFORMED DURING THIS PERIOD COMPLIES WITH THE CONTRACT SPECIFICATIONS AND DRAWINGS:											
TITLE						SIGNATURE					

INSTRUCTIONS FOR THE PREPARATION OF NPP FORM 430 (FACSIMILE) REPORT OF OPERATIONS FOR PIPELINE, DIPPER, OR BUCKET DREDGES

General.

In order to standardize the data submitted on the Report of Operations, NPP Form 430 (facsimile), the following definition and instructions have been prepared. The reporting day will be 24 hours starting at midnight. Items considered self-explanatory have been omitted.

1. CONTRACT OR DREDGING ORDER

- a. Number: The contract number for the work being report.
- b. To: COR, Portland District
- c. REPORT NO. Reports will be numbered consecutively. The first figure is in the report number. The second figure is the number of days since receipt of Notice to Proceed.

2. PROJECT AND BAR

- a. Name: The name of the project and the bar or sheet number (not file number) of the map used, (C&LW, Wauna Bar; Coos Bay, Sheet 3P, etc.).
- b. Authorized Dimensions:
 - 1. Width: The standard channel width, not including widening for turns.
 - 2. Depth: project or contract depth as applicable.
 - 3. Overdepth: The depth, beyond contract project or contract depth, for which yardage will be credited.
- c. Location: The exact location of the work performed (beginning and ending station number designation of cut, etc.). Do not include skipped areas.

3. DREDGE

- a. Name and Type: Name of dredge and type of main power.
- b. Pipeline Size: Inside diameter of discharge pipe.
- c. Dipper or Bucket: Indicate whether dipper or bucket by striking out inapplicable phrase, show of capacity in cubic yards.
- d. Horsepower of: Horsepower of the engine or motor supplying power to the listed items.
- e. Number of Crew Members: Include all shifts and personnel per shift.

4. CHANNEL CONDITION

- a. Average Depth:
 - 1. Before Dredging: The average depth of the reported area from the pre-dredge survey.
 - 2. After dredging: The average depth after dredging.
- b. Minimum Sounding Before and After Dredging: Report only unusual conditions (rock pinnacles, sinker left in channel, etc.) where required depth was purposely not achieved. Explain in remarks.

5. CHARACTER OF MATERIAL AND PERCENTAGE

Show estimated percentage of each type of material encountered during reporting period.

6. WORK PERFORMED

- a. Average Width of Cut: Identify the average width of cut for the location shown in PROJECT AND BAR. DO NOT include overswing to dig side slopes.
- b. Advance This Period: The amount of advance in cut to the nearest 10 feet. Areas skipped or jumped shall not be reported as advance.
- c. Advance Previous to This Period: Total Advance to Date from preceding report. Start over with zero for each bar.
- d. Pipe: Record the length of each type in the spaces provided.
- e. Average Lift: The average lift to the highest point of the discharge pipe during the reporting day as measured from the water surface.
- f. Average Pump Speed: The average r.p.m. at which the pump was running while moving material.
- g. Average Dredged per Pumping Hour, Gross: The quantity recorded below as AMOUNT DREDGED THIS PERIOD divided by the effective pumping or dredging time for this period, or scow amounts.

7. CUBIC YARD REMOVED

- a. Amount Dredged This Period: Record on the GROSS line the Contractor's estimated cubic yards of material removed and properly disposed of during the reporting day. Record on the CREDITED line the Corps estimate (if different).
- b. Amount Previously Reported: The total estimated amount dredged to date from the previous report. Contractor on GROSS, Corps on CREDITED.
- c. Total Amount Dredged to Date: The sum of items a and b. Contractor on GROSS, Corps on CREDITED.

8. ATTENDANT PLANT

List all attendant plant performing work on the job, (cats, tugs, etc.) and the number of hours operated.

9. DISTRIBUTION OF TIME

Reporting period is based on 24 hours starting at midnight.

- a. Effective Working Time:
 1. Pumping or Dredging: Time spent actually dredging material.
 2. Booster (in line): Total time booster in operation.
- b. Non-Effective Working Time:
 1. Handling Pipeline: Time spent adding or removing pipeline or moving pipeline anchors other than in preparation for move to new work site.
 2. Handling Anchor Lines: The time spent moving the dredge swing anchor lines and quarter lines for advance in cut. Time spent taking in anchors for move to new bar should be shown under "Preparation and making up tows."
 3. To and From Wharf or Anchorage: The time spent getting the dredge in and out of the channel, at the beginning and end of a job, and for any normal lay periods.
 4. Changing Location of Plant on Job: Time used in making jumps and moving to new cuts on the same bars.
 5. Loss due to Opposing Natural Elements: The time that operation is not possible due to adverse natural elements. Also, time spent moving dredge to safe location, returning to work site, repairs, etc. when caused by adverse weather.

A6 - NWP CONTRACT HYDRO/TOPO SURVEY REQUEST FORM

CONTRACT NAME:

CONTRACT NUMBER:

REQUEST SUBMITTER NAME:

TODAY'S DATE:

SURVEY AREA:

PRE

POST

DATE READY FOR SURVEY:

DATE REQUESTED FOR SURVEY:

COMMENTS:

**Baker Bay - Oregon/Washington Clamshell
Maintenance Dredging 2020**

Trip Overview

Trip: #

Site: W-4.8-IW

Scow: Name

Begin Trip: 2020-09-11 19:20:20

Begin Disposal: 2020-09-11 19:47:32

End Disposal: 2020-09-11 19:51:50

Est. Volume: ##### Cu. Yd.



Trip Overview

**Baker Bay - Oregon/Washington Clamshell
Maintenance Dredging 20202020**

Disposal Overview

Disposal Start

Time: 2020-09-11 19:47:32

Lat: 46.25203000

Lon: -123.99886500

Aft Draft: 12.16 ft

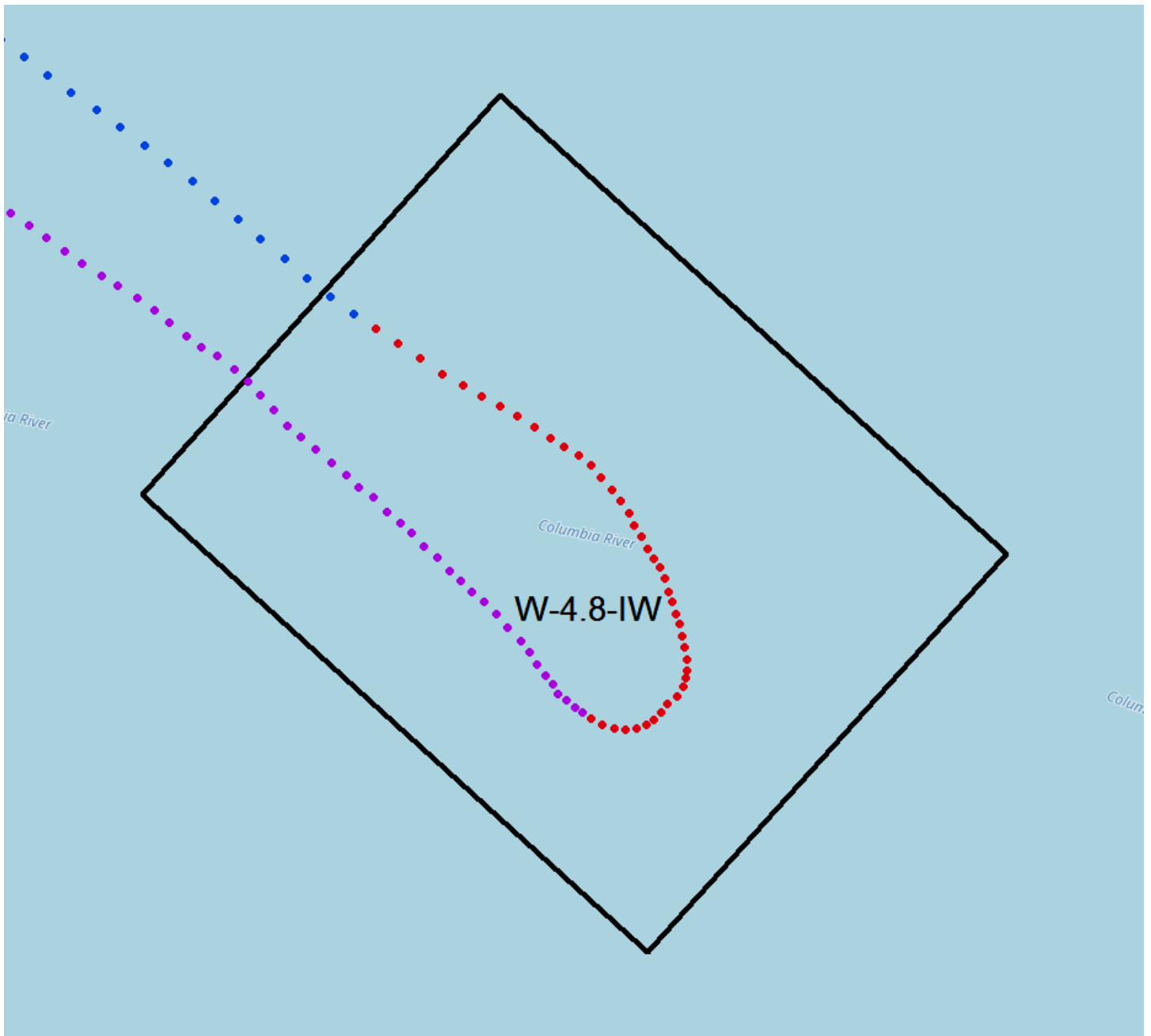
Disposal End

Time: 2020-09-11 19:51:50

Lat: 46.24971500

Lon: -123.99706000

Aft Draft: 8.01 ft

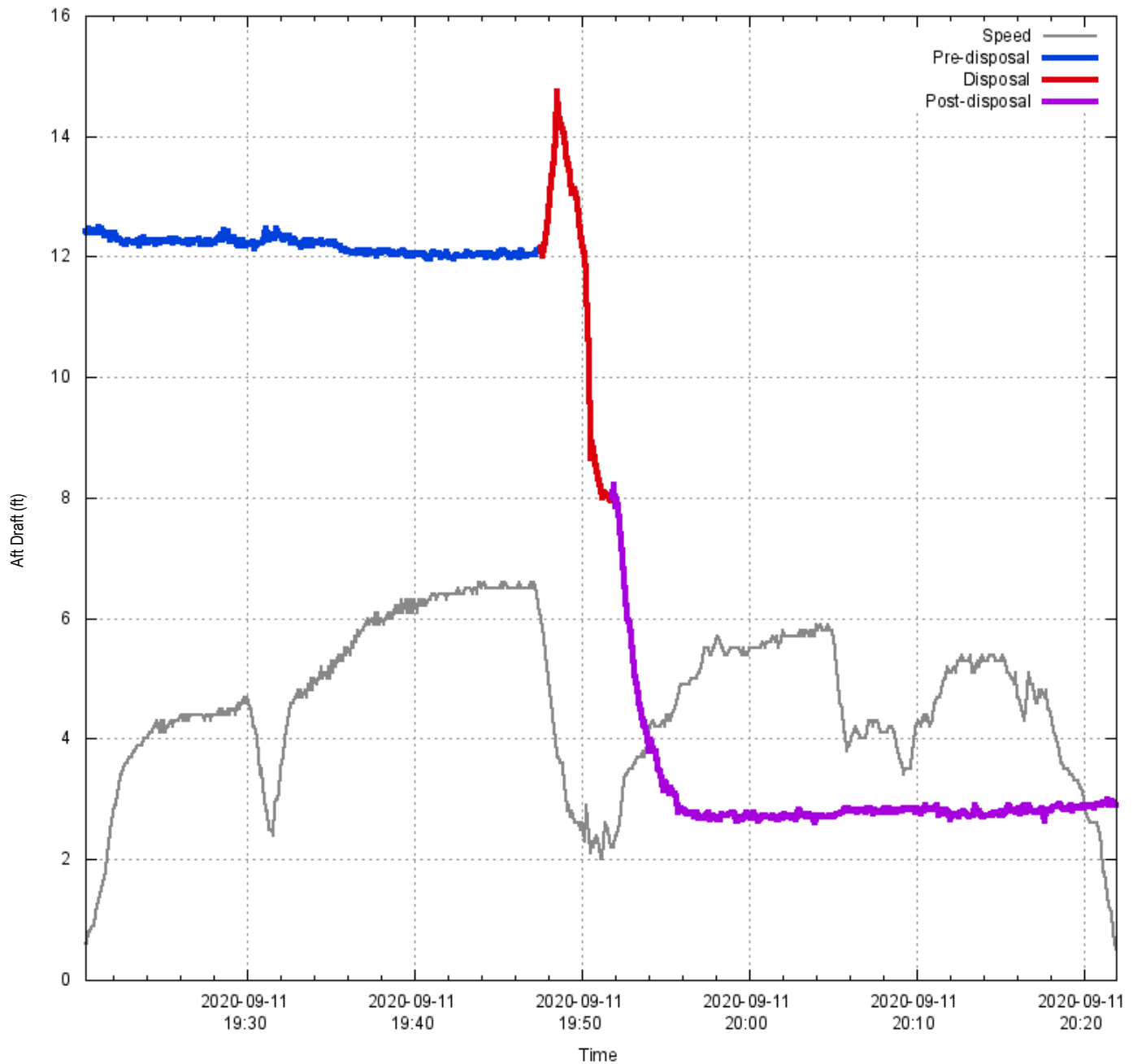


Disposal Overview

Baker Bay - Oregon/Washington Clamshell Maintenance Dredging 2020

Aft Draft

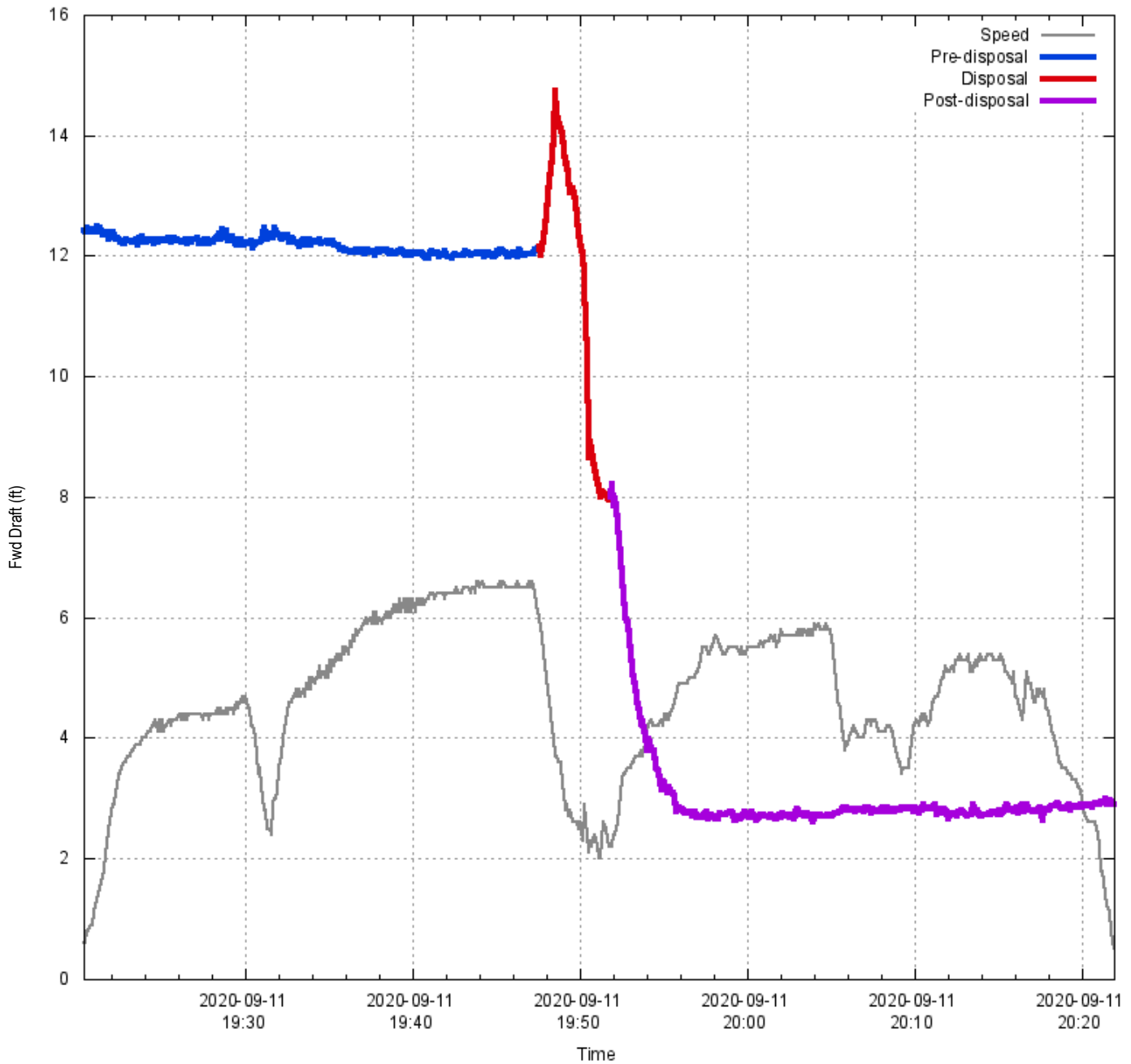
Trip:	#	
Scow:	Name	
Begin Trip:	2020-09-11 19:20:20	12.43 ft
Begin Disposal:	2020-09-11 19:47:32	12.16 ft
End Disposal:	2020-09-11 19:51:50	8.01 ft



Baker Bay - Oregon/Washington Clamshell Maintenance Dredging 2020

Fwd Draft

Trip:	#	
Scow:	Name	
Begin Trip:	2020-09-11 19:20:20	12.43 ft
Begin Disposal:	2020-09-11 19:47:32	12.16 ft
End Disposal:	2020-09-11 19:51:50	8.01 ft



Fwd Draft Plot



Oregon

John A. Kitzhaber, MD, Governor

Department of Environmental Quality

Northwest Region Portland Office

2020 SW 4th Avenue, Suite 400

Portland, OR 97201-4987

(503) 229-5263

Fax: (503) 229-6945

TTY: 711

May 19, 2014

Ms. Joyce Casey
U.S. Army Corps of Engineers
PO Box 2946
Portland, OR 97204

RE: NWPOP-CLA-F05-001-FR: 401 Water Quality Certification for the Columbia River Operations and Maintenance

Dear Ms. Casey:

The Department of Environmental Quality (DEQ) has reviewed the U.S. Army Corps of Engineers (USACE) Permit application for the above referenced project pursuant to a request for Clean Water Act Section 401 Water Quality Certification received on October 29, 2013. This project was previously certified on May 30, 2008. An extension to this certification was issued on February 13, 2013, and again on February 21, 2014. This is set to expire on December 31, 2014. The USACE is requesting a 10 year certification for this project.

The USACE proposes to continue to operate and maintain, via dredging, the following locations: the deep draft Columbia River (CR) Federal Navigation Channel (FNC) (river mile (RM) 3 to 106.5), the Vancouver to Bonneville Dam FNC (RM 106.5-145), four side channels, and the Portland/Vancouver anchorage areas. The project is located in the Columbia River, the Skipanon Channel, the Hammond Boat Basin, the Westport Slough, and the Oregon Slough in Clatsop, Columbia, and Multnomah Counties in Oregon.

Project Description: In order to maintain necessary navigational depths, the USACE proposes to conduct ongoing operations and maintenance (O&M) of the Columbia River and auxiliary channels. The May 30, 2008, WQC covered RM 3 to RM 125.3. The USACE has provided an updated analysis for RM 125.3 to RM 137; these areas have been dredged historically. Occasionally, unanticipated shoaling occurs between RM 137 and RM 145, in this case, dredging may occur in coordination with and approval from the Portland Sediment Evaluation Team; therefore, this WQC includes RM 125.3 to RM 145, in addition to those areas previously certified (RM 3 – RM 125.3). The USACE proposes to remove 7 to 9 million cubic yards of material annually for a period of 10 years. As part of this project, the Corps is proposing one new sump area for temporary dredge material storage. This proposed sump is located at RM 43 to 45 along Puget Island. This sump area is proposed to be dredged to -44' below Mean Lower Low Water (MLLW), and may be dredged annually for additional storage area. Additionally, the USACE proposes to realign the Desdemona Channel. This realignment does not require any new or increased dredging to construct or



maintain, but shifts the channel centerline 300' to the west at RM 10, and 300' to the east at RM 4. Finally, one area, Pillar Rock Island (RM 27.2), is proposed to receive dredged material by shoreline placement as well as upland placement.

Specific Areas to be Dredged:

- **Columbia River FNC; deep draft channel and associated turning basins (RM 3 to RM 106.5).** The authorized channel is 600' wide and 43' deep, with an advanced maintenance depth (AMD) of 5' and overwidth of 100' if necessary.
- **Columbia River FNC; Vancouver, Washington to Bonneville Dam (RM 106.5 to RM 145).** The authorized channel is 300' wide and 27' deep; however, this reach is typically maintained to a depth of 17', with AMD of 2' and variable overwidth.
- **Columbia River FNC; side channels**
 - *Hammond Boat Basin:* This access channel is maintained to 10' deep, 1,300' long, with a width of 100' plus 2' AMD and variable overwidth.
 - *Skipanon:* This channel extends from the Columbia River to the Skipanon RM 2, and is authorized to 30' deep, with a width of 200'. Typically, the USACE maintains this reach to 16' deep, with 2' AMD and variable overwidth.
 - *Westport Slough:* This area is authorized to 28' deep, and 200' wide, with a length of 3500'. Typically, the USACE maintains this reach to 20' deep with a 2' AMD and variable overwidth.
 - *Oregon Slough:* The upstream channel is maintained to 10' deep by 300' wide, with a length of 5800 and variable AMD and overwidth. The downstream entrance from the Columbia Channel to RM 1.5 is part of the deep draft channel and is authorized to 43' deep, 400' wide with 2' AMD and variable overwidth. This includes 3000' long turning basin and 1000' wide.
- **Portland/Vancouver Anchorage Project**
 - *Anchorage area A:* This area is located between RM 102+36.5 and RM 103+3.5, adjacent to the Columbia River FNC. This area is 2000' long by 370' to 550' wide, and is maintained to 43' deep.
 - *Anchorage area B:* This area is located between RM 103 and RM 103.5, and is approximately 500' outside of the FNC. This will be maintained to a depth of 25'.

Dredged Material Placement: Prior to any dredged material placement, all areas proposed to be dredged will be reviewed by the Portland Sediment Evaluation Team (PSET) to characterize sediment and determine suitability of sediment for in-water or upland placement. All material placed in-water will be determined to be suitable for this use. In-water placement locations vary depending on yearly channel conditions. The USACE is proposing several upland and/or beach nourishment locations in Oregon for possible placement sites as described in the following table. Any material to be placed at these sites must meet DEQ clean fill criteria or if not clean fill, must receive appropriate authorization from DEQ through a solid waste beneficial use determination or DEQ solid waste letter authorization.

Site	RM
Rice Island	21
Miller Sands	23.5
Pillar Rock Island	27.2
Welch Island	34
Tenasillahe Island	38.3
James River	42.9
Crims Island	57
Lord Island	63.5
Dibblee Point	64.8
Sandy Island	75.8
Lower Deer Island	77
Sand Island	86.2
West Hayden Island	105

Dredging Methods: The USACE proposes to utilize both mechanical and hydraulic type dredges for this work. Hopper and pipeline dredges will be used for the majority of the FNC work to remove shoals. In tighter spaces around docks and piers and in the side channels, the USACE proposes to use a clamshell dredge, and in some cases, may use a backhoe if necessary for harder materials.

Mitigation: The USACE developed a mitigation plan in 2008 for impacts related to the Columbia River FNC channel dredging and upland placement, including impacts to agriculture, wetlands, and riparian areas. The USACE completed 89.60 acres of wetland mitigation in 2010. The USACE will continue to perform wetland delineations on upland placement sites, and mitigate for wetland losses as necessary through mitigation credits.

Status of Waters of the State Proposed for Impacts: The Columbia River is classified as water quality limited under the federal Clean Water Act (CWA). US Environmental Protection Agency (EPA) approved Total Maximum Daily Loads (TMDLs) have been developed for the parameters of total dissolved gas and dioxin, and it is on the Section 303(d) list of impaired waterbodies for the parameters of arsenic, fecal coliform, pH, mercury, temperature, dichlorodiphenyldichloroethylene (DDE), polychlorinated biphenyl (PCB), and polynuclear aromatic hydrocarbons (PAH).

The Skipanon Channel is also classified as water quality limited under the federal CWA, and it is on the Section 303(d) list of impaired waterbodies for the parameters of dissolved oxygen, *E. coli*, and fecal coliform.

Water Quality Beneficial Use Designation: Beneficial uses designated in the Columbia River and side channels include: water supply (public, private, industrial), livestock watering, irrigation, fish and aquatic life (salmonid rearing, anadromous fish passage, resident fish and aquatic life, salmon and steelhead migration corridor), wildlife and hunting, fishing, boating, water contact recreation, aesthetic quality, hydro power, and commercial navigation and transportation.

Based on the application materials and acceptance of the sediment characterization analysis prior to dredging, DEQ is reasonably assured that implementation of the Project will be consistent with applicable provisions of Sections 301, 302, 303, 306, and 307 of the federal Clean Water Act, state water quality standards set forth in OAR Chapter 340 Division 41, and other appropriate requirements of state law, provided the following conditions are incorporated into the USACE permit and strictly adhered to by the applicant.

401 Water Quality Certification Conditions

- 1) **Duration of Certification:** This 401 WQC is valid until the tenth year of the date of this WQC. A new 401 WQC must be obtained prior to any substantial modification of the USACE permit.
- 2) **In Water Work Timing:** In-water work timing must follow the National Marine Fisheries Service Biological Opinion issued July 11, 2012, or most current version for this specific project.
- 3) **Aquatic Life Movements:** No activity may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species that normally migrate through the area. Unobstructed fish passage must be provided for at all times during dredging and disposal/placement activities.
- 4) **Sediment Characterization:** Has been conducted for portions of the proposed dredged areas in accordance with the *Sediment Evaluation Framework for the Pacific Northwest (SEF)*, May 2009 [USACE, National Marine Fisheries Service (NMFS), U.S. Fish and Wildlife Service (USFWS), U.S. Environmental Protection Agency (EPA), DEQ, Washington Department of Natural Resources (WDNR), Washington Department of Ecology (Ecology), and Idaho Department of Environmental Quality (IDEQ)].
 - (a) The USACE must follow all Portland Sediment Evaluation Team (PSET) recommendations for each dredging event, including recommendations pertaining to the SAP and the Sediment Characterization Report when required. For projects not yet reviewed by the PSET, or for projects that have out-of-date technical memorandums from PSET, ***dredging may not occur until the USACE obtains PSET evaluation and recommendations.***
 - (b) The USACE must provide the PSET Technical Memorandum(s) to DEQ for review and approval prior to dredging.

- (c) If the *Sediment Evaluation Framework for the Pacific Northwest (SEF)*, May 2009 is changed or updated, the USACE must update procedures accordingly, obtain PSET approval, and notify DEQ.
 - (d) DEQ reserves the right to require additional testing prior to dredging including testing to determine appropriate upland placement of sediment if sediments are to be placed upland.
- 5) **Dredging and Disposal Methods:** The PSET determination and coordination with DEQ Cleanup will limit the dredging, dewatering, return water, and dredged material disposal methods. USACE and its contractors must conduct dredging operations employing Best Management Practices (BMPs) which minimize disturbance or siltation of adjacent habitat or waters. These BMPs must include the following:
- (a) Hopper and pipeline dredges:
 - i. Must be operated with the intake head at or below the surface of the sediments being removed during all periods of active dredging.
 - ii. Reverse purging of the intake line must be kept to an absolute minimum. Should purging be necessary, the intake line may be raised no more than 3 feet from the bottom.
 - iii. If water is pumped through the dragheads to flush out the hopper dredge bins, the heads must be kept at least twenty (20) feet below the water surface.
 - (b) Bucket dredge of any type:
 - i. Although a closed-lipped "environmental" bucket is preferred, other types of bucket dredges are permissible.
 - ii. No dumping of partial or full buckets of material back into the project area is allowed.
 - iii. The volume, speed, or both of digging passes must be controlled to minimize siltation to the maximum extent practicable.
 - iv. Sequence or phase work activities to minimize the extent and duration of in-water disturbances.
 - v. Employ an experienced equipment operator.
 - vi. Implement bucket control techniques, such as:
 - 1. Do not overfill the bucket.
 - 2. Close the bucket as slowly as possible on the bottom.
 - 3. Pause before hoisting the bucket off of the bottom to allow any overage to settle near the bottom.
 - 4. Hoist load very slowly.
 - 5. If dewatering is permissible, pause bucket at water surface to minimize distance of discharge.
 - 6. "Slam" open the bucket after material is dumped on a barge to dislodge any additional material that is potentially clinging to the bucket.

7. Ensure that all material has dumped into the barge from the bucket before returning for another bite.
 8. Do not dump partial or full buckets of material back into the wetted stream.
 - (c) Dredging of holes or sumps below maximum depth and subsequent redistribution of sediment by dredging, dragging, or other means is prohibited.
 - (d) Floating containment and absorbance booms must be maintained on site throughout implementation of the project and deployed in the event that any sheen or floating debris is detected during project operations.
 - (e) If the dredging operation causes a water quality problem that results in distressed or dying fish, the operator shall immediately: cease operations; take appropriate corrective measures to prevent further environmental damage; collect fish specimens and water samples; and notify DEQ, ODFW, and NMFS within 24 hours of the incident.
 - (f) **Upland Disposal:** The USACE must ensure that DEQ's Solid Waste Program is contacted regarding upland use or disposal options. Upland disposal sites may need a DEQ beneficial use determination, solid waste authorization or solid waste permit and must be large enough to accommodate the quantity of material and water to be placed there in order to allow adequate settling. All reasonable Best Management Practices (BMPs) must be employed to encourage settling and reduce turbidity levels from the upland disposal locations to the maximum extent practicable. Required BMPs include, but are not limited to: discharge pipes at or below twenty (20) feet below the surface of the water; surface trenching; weir management; telescoping weirs; sand screws; scalping screens (for debris removal); grizzly or vibrating wet screens; hydrocyclones; recycling clarifier overflows; inclined wedge wire screens; centrifuges; filter presses; filter bags, sediment fences, silt curtains, leave strips or berms, or other measures sufficient to prevent movement of dredged material. Measures employed must be inspected and maintained daily to ensure their proper function.
 - (g) **In-Water Disposal:**
 - i. Flowlane disposal via pipeline must employ BMPs including fitting the pipeline end scow with a twenty foot downspout so that the discharge occurs at least twenty feet below the surface of the water
 - ii. In-water disposal of sediment in areas supporting populations of Dungeness crab is only allowed during times of least crab abundance. USACE must limit disposal when crabs are observed in the immediate area or as determined by communication with crab harvesters or fisheries agencies.
- 6) **Turbidity and Dissolved Oxygen Monitoring:** The USACE must follow the Water Quality Sampling and Monitoring Plan dated September 17, 2013, and submitted with this application. **In addition to the requirements outlined in the plan, the USACE will be required to use a properly and regularly calibrated turbidimeter to take**

turbidity measurements in all side channel areas as described in the original certification and as outlined below. Visual monitoring is allowed in the Columbia River FNC. Any changes to the Plan shall be submitted to DEQ for review and approval. Following DEQ's approval, the Corps shall comply with the approved, updated Plan.

- (a) Compliance: Turbidity must be measured and recorded during periods of active dredging, placement, and dewatering of upland facilities during daylight hours. Results must be compared to the background sample taken during that monitoring event. If a 10% or greater exceedance over the background level occurs at a compliance point in the plume within Oregon waters, modify the activity and continue to monitor at the intervals specified above per activity type. If, during the second monitoring interval, levels of turbidity exceed 5 NTU over the background level where background is less than 50 NTU, or 10% over the background level where background is 50 NTU or greater, the activity must stop until the turbidity levels return to background. At that time, activity may resume with the minimum frequency of monitoring while maintaining compliance.

TURBIDITY CAUSING ACTION	ALLOWABLE EXCEEDANCE TURBIDITY LEVEL		ACTION REQUIRED AT 1 ST MONITORING INTERVAL	ACTION REQUIRED AT 2 ND MONITORING INTERVAL
	Background < 50 NTU	Background ≥ 50 NTU		
DREDGING & IN-WATER PLACEMENT	0 to 5 NTU above background	10% over background	Continue to monitor at ebb or flood tide	Continue to monitor at ebb or flood tide
UPLAND PLACEMENT			Continue to monitor every 4 hours	Stop work after 8 hours of exceedance

- 7) **Reporting Requirements:** The USACE must compile and submit an annual report to DEQ no more than 90 days after the dredging season ends. The annual report must include:
- (a) Locations dredging occurred;
 - (b) Amounts of material dredged in all locations;
 - (c) Placement/Disposal locations;
 - (d) Amounts of material disposed of in each Oregon location;
 - (e) Annual turbidity and dissolved oxygen monitoring, including explanation of exceedances, and,
 - (f) Descriptions of upland placement locations during operations, including BMPs employed and effectiveness of those BMPs. Required details include:
 - i. Size of the discharge pipe;
 - ii. Depth of the river at the end of the pipe;
 - iii. Volume of water piped into the upland site;

- iv. Volume of water discharged at peak discharge rate; and,
 - v. Photographs that fully capture the upland site, discharge pipe and any visual plume during operation.
- (g) Water Quality Reporting, including:
- i. Monitoring locations.
 - ii. Background levels of turbidity and dissolved oxygen (when applicable):
 - iii. Turbidity measurements at required intervals and depths;
 - iv. At least one quality assurance measurement against a standard;
 - v. Dissolved oxygen levels at required intervals and depths (when applicable);
 - vi. When/if the activity is modified or stopped as a result of exceedances of levels of turbidity and/or dissolved oxygen;
 - vii. What actions were taken to modify the activities if the turbidity or dissolved oxygen levels were exceeded and/or how long the activity was stopped;
 - viii. What BMPs were used to bring the levels into compliance; and,
 - ix. When the activity began again.

8) Spill Prevention:

- (a) Best management practices (BMPs) shall be employed in order to prevent petroleum products, chemicals, or other deleterious waste materials from entering waters of the State.
- (b) Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., must undergo frequent inspection for drips or leaks, and shall be maintained in order to prevent spills into State waters.
- (c) An adequate supply of spill response materials, such as booms and absorbent materials shall be kept at the immediate project site and deployed as necessary.
- (d) The applicant must remove all foreign materials, refuse, and waste from the area and dispose of them properly.

9) Spill & Incident Reporting:

- (a) In the event that petroleum products, chemicals, or any other deleterious materials are discharged into state waters, or onto land with a potential to enter state waters, the discharge shall be promptly reported to the Oregon Emergency Response Service (OERS, 1-800-452-0311). Containment and cleanup must begin immediately and be completed as soon as possible.
- (b) If the project operations cause a water quality problem which results in distressed or dying fish, the operator shall immediately: cease operations; take appropriate corrective measures to prevent further environmental damage; collect fish specimens and water samples; and notify DEQ, ODFW, NMFS and USFWS as appropriate.

- 11) DEQ reserves the option to modify, amend or revoke this WQC, as necessary, in the event new information indicates that the project activities are having a significant adverse impact on state water quality or beneficial uses.
- 12) A copy of this WQC letter must be kept on the job site and readily available for reference by the USACE DEQ personnel, the contractor, and other appropriate state and local government inspectors.
- 13) This WQC is invalid if the project is operated in a manner not consistent with the project description contained in the permit application materials, and this 401 WQC.
- 14) The USACE and its contractors must allow DEQ site access at reasonable time as necessary to monitor compliance with these 401 WQC conditions.
- 15) If the USACE is dissatisfied with the conditions contained in this certification, a contested case hearing may be requested in accordance with OAR 340-048-0045. Such request must be made in writing to the DEQ Office of Compliance and Enforcement at 811 SW 6th Avenue, Portland, Oregon 97204 within 20 days of the mailing of this certification.

The DEQ hereby certifies that this project complies with the Clean Water Act and state water quality standards, if the above conditions are made a part of the federal permit. If you have any questions, please contact Sara Christensen by email at: christensen.sara@deq.state.or.us or by phone at 503-229-6030.

Sincerely,



Steve Mrazik
Water Quality Manager
Northwest Region

Cc: Kerry Carroll, Washington Department of Ecology
Jeff Fisher, NMFS, Lacey Office
Juna Hickner, DLCD



Oregon

Kate Brown, Governor

Department of Environmental Quality

Northwest Region

700 NE Multnomah Street, Suite 600

Portland, OR 97232

(503) 229-5263

FAX (503) 229-6945

TTY 711

September 3, 2015

Joyce Casey
U.S. Army Corps of Engineers
PO Box 2946
Portland, Oregon 97208

RE: Modification of the 2014 Columbia River Federal Navigation Channel Operations and Maintenance 401 Water Quality Certification

Dear Ms. Casey:

The Department of Environmental Quality (DEQ) received a request from the U.S. Army Corps of Engineers to modify the existing 401 Water Quality Certification for the Columbia River Federal Navigation Channel Operations and Maintenance on June 4, 2015. The original Water Quality Certification was issued on May 19, 2014.

The U.S. Army Corps of Engineers proposes to add one sump location to the current network of sumps. This would be the third sump location associated with this project. These sumps are used to temporarily hold dredged material until dredging equipment capable of pumping dredged material to an upland site becomes available. This proposed 40-acre sump site is located on the downstream Columbia River side of Howard Island, between river miles 68 and 69, near the city of Lindberg in Columbia County, Oregon.

DEQ does not anticipate this project modification will violate State Water Quality Standards, provided all terms and conditions from the May 19, 2014 WQC remain in full effect.

The DEQ hereby certifies this project in accordance with the Clean Water Act and state rules, with the original conditions. If you have any questions, please contact Sara Christensen at christensen.sara@deq.state.or.us, by phone at 503-229-6030 or at the address on this letterhead.

Sincerely,

Steve Mrazik
Water Quality Manager
Northwest Region

Ecc: Kate Mitchie, USACE



March 23, 2022

Christopher Page
U.S. Army Corps of Engineers
333 SW 1st Avenue
Portland, Oregon 97204-3440

RE: NWPOP-CLA-F05-001-FR; Columbia River Operations and Maintenance 401 Water Quality Certification Modification

The Department of Environmental Quality (DEQ) received a request from the U.S. Army Corps of Engineers (the "Applicant") to modify the existing Clean Water Act (CWA) Section 401 Water Quality Certification (WQC) # NWPOP-CLA-F05-001-FR on January 27, 2022. The existing 401 WQC was issued on May 19, 2014 and expires on May 19, 2024. This modification was placed on public notice for 35 days, from February 15, 2022 to March 22, 2022, and DEQ received no comments.

The existing 401 WQC authorizes dredging operations within the deep draft Columbia River federal navigation channel (FNC) between river mile 3 and 106.5, the Vancouver to Bonneville Dam FNC between river mile 106.5 and 145, four adjacent side channels (Hammond boat basin, Skipanon channel, Westport Slough, and Oregon Slough), and the Portland-Vancouver anchorage area. The Applicant has requested to perform maintenance dredging operations at two additional side channels, the Tongue Point FNC and the Oregon Slough FNC, in order to facilitate navigation.

The Tongue Point FNC is located within the Columbia River at river mile 18, in Clatsop County. The Applicant proposes to remove up to 919,000 cubic yards of shoaled material from the Tongue Point FNC. The Portland Sediment Evaluation Team has determined that all post-dredge surfaces are suitable for unconfined aquatic exposure and the dredged material as suitable for unconfined aquatic disposal through the current certification window.

The Oregon Slough FNC is located within the Columbia River at river mile 104, in Multnomah County. The previously authorized segment of the Oregon Slough FNC extends from the Columbia River channel to river mile 1.5. The Applicant proposes to expand maintenance dredging operations from river mile 1.5 to 3.8 and remove up to 600,000 cubic yards of shoaled material from this reach of the Oregon Slough FNC. The Portland Sediment Evaluation Team has determined that all post-dredge surfaces are suitable for unconfined aquatic exposure and the dredged material as suitable for unconfined aquatic disposal through the current certification window.

DEQ does not anticipate this project modification will violate state water quality standards provided all terms and conditions from the May 19, 2014 WQC remain in full effect. DEQ hereby certifies this project in accordance with the Clean Water Act and state rules, and conditions contained in the May 19, 2014 WQC. Please keep a copy of this modification letter with your existing certification. If you have any questions, please contact Jeff Brittain via email at jeffrey.brittain@deq.oregon.gov, by phone at 503-229-5395, or at the address on this letterhead.

Sincerely,

Nina DeConcini
Nina DeConcini (Mar 23, 2022 12:07 PDT)

Steve Mrazik
Water Quality Manager
Northwest Region

cc: Elizabeth Santana, USACE
Garrett Dorsey, USACE
Brad Eppard, USACE
Kathleen Wells, NMFS
Kyle Byers, DLCD

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Final Audit Report

2022-03-23

Created:	2022-03-23
By:	Chamille Hartman (chamille.hartman@deq.state.or.us)
Status:	Signed
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"DEQ_401_NWPOP-CLA-F05-001-3_Modification_2022_unsigned" History

-  Document created by Chamille Hartman (chamille.hartman@deq.state.or.us)
2022-03-23 - 6:14:06 PM GMT- IP address: 159.121.206.56
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-  Document e-signed by Nina DeConcini (nina.deconcini@deq.oregon.gov)
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Water Quality Monitoring Plan - Tongue Point Access Channel 2023

This plan is prepared in accordance with the following environmental clearances:

A) 401 Water Quality Certificates:

Columbia River (RM 3 to 125) & Side Channels

State of Oregon Department of Environmental Quality, certificate dated May 19, 2014 and amendment 1 dated September 3, 2015 and amendment 2 dated March 23, 2022

B) Biological Opinions:

Mouth of the Columbia River, Columbia River & Side Channels

National Marine Fisheries Service, consultation number 2011/02095 dated 11 July 2012

Tongue Point Side Channel Dredging

National Marine Fisheries Service, consultation number WCRO-2020-02918 dated June 16, 2021.

The work procedures described herein have been coordinated with the States of Oregon and Washington and the National Marine Fisheries Service to ensure compliance with all applicable Water Quality Certificates and the Biological Opinions. All requirements of the state Water Quality Certificates and Biological Opinions apply.

If there is a discrepancy between this Monitoring Plan and the Water Quality Certificates or Biological Opinions, the more restrictive requirement applies.

Sampling Procedures

1. **Instrument Sampling and Visual Observations.** It is expected that instrument samples for turbidity and dissolved oxygen will be taken from a water quality monitoring boat. All sample measurements by instrument will be taken at a water depth of 15 feet (+ 2-feet) or the midpoint of the water column (+ 2-feet) if the water depth is less than 20 feet. It is expected that visual turbidity observations for dredging activities will be observed from the dredge and turbidity observations for in-water placement will be observed from the tugboat. Visual observations shall include notation of whether the water is clear (no visible turbidity) or cloudy (yes visible turbidity) at the observation point.
2. **Background Sampling/Observations.** Background samples/observations must be taken immediately prior to conducting each compliance test. Background samples/observations will be taken up current of dredging and placement operations, within the authorized navigation channel if possible, and well outside the influence of the dredging operation. Obtaining a sample/observation outside the influence of the dredging or placement operation is critical to ensuring valid compliance tests, and is the primary consideration when selecting a location. Background sampling does not apply to dissolved oxygen compliance.
3. **Dredging Compliance Sampling/Observations.** Compliance samples/observations must be taken during daylight hours, during active dredging, and in the turbidity plume if visible. Sampling/observation frequencies, locations, and types are organized below by Federal channel.

Dredging Compliance Sampling/Observations

Turbidity

Dredge Areas	Frequency of Testing	Compliance Test Location	Type of Sample
Tongue Point Access Channel	twice/day (ebb & flood)	900 feet downcurrent from point of discharge and no more than 150 feet lateral	Turbidimeter

Dissolved Oxygen

Dredge Areas	Frequency of Testing	Compliance Test Location	Type of Sample
Tongue Point Access Channel	Prior to start of project, then twice/day (ebb & flood)	300 feet downcurrent from point of discharge and no more than 150 feet lateral	Dissolved Oxygen meter

4. **Placement Compliance Observations.** Compliance observations must be taken during daylight hours, during active placement, and in the turbidity plume if visible. Observation frequency and location are listed below.

Turbidity

Operation	Frequency of Testing	Compliance Test Location	Type of Sample
Flowlane/In-Water Placement	twice/day (ebb & flood)	900 feet downcurrent from point of discharge and no more than 150 feet lateral	Visual

Notes:

1. Upcurrent & downcurrent locations for selecting sampling/observation points are determined by surface currents, not by tidal state.
2. Tidal state will be reported as the tide at the sample location as determined by the automatic tide gauge on the dredge, or by a published tide program specific to the area being tested.
3. Daylight hours are determined by the published times for sunrise and sunset. These will be noted on the water quality monitoring report.
4. Monitoring will generally be conducted mid-way through the dredging cycle or placement event, or after a sufficient amount of time has elapsed to ensure that the turbidity plume has had sufficient time to reach the compliance sampling/observation location. This would generally be several minutes after a cycle or event commences.
5. Water quality monitoring will not be done under any unsafe conditions as determined by the boat operator, captain or other individual. A monitoring interval may be omitted during unsafe conditions for the monitoring boat. As long as monitoring can be done during the tide cycle, third party verification will not be made. However, if conditions do not improve by the end of the tide cycle and monitoring cannot be done on the tide cycle as required, a third-party verification will be required. Should the boat operator or dredge captain determine that conditions are unsafe for the monitoring boat; this must be verified via an independent third party such as the Coast Guard Watch Stander, National Weather Service, Columbia River Pilots, Columbia River Bar Pilots, or other credible third party. This verification must be done in writing by preparing a written record of the telephone conversation (worksheet attached). This third-party verification must be obtained prior to the end of the tide cycle.
6. A positive means of determining relative position of the monitoring boat to the dredge, such as an Electronic Distance Measurer (Range Finder) will be kept on the monitoring boat and used to periodically check positioning.
7. The testing depth will be automatically logged by the YSI and reported on the Water Quality Monitoring Report.
8. Coordinates will be automatically logged by the YSI instrument for all test locations by a differential GPS unit (using the Coast Guard beacon or a WAAS-enabled GNSS unit). This coordinate data will be reported in NAD 83 (State Plane Oregon North) on the Water Quality Monitoring Report.
9. The instrument will be lowered to the testing depth (background and compliance); the reading will be taken shortly after reaching the testing depth. The only exception is if the readings are rapidly going up, which indicates that the instrument display has not had time to increment up to the correct reading. The reading will not be recorded until the display number has stabilized.

Equipment (non-visual monitoring)

1. Instrumentation. The YSI Meter will be used for turbidimeter and dissolved oxygen measurements, with the following features:
 - a. Turbidity Probe, Model 6136
 - b. Dissolved Oxygen Probe, Model 6562 or 6150
 - c. Logger 650 MDS
 - d. Sonde: Multiparameter 6600 EDS-M or 6820
 - e. Temperature and Depth Probe 6560
2. Calibrations:
 - a. The turbidity probe will be calibrated once a week, or more if data is suspect. A two-point calibration method will be used and calibrations will be in accordance with the manufacturer's instructions.
 - b. The YSI data logger clock will be checked against the dredge clock daily.
 - c. The Dissolved Oxygen probe and all other instrument features will be calibrated in accordance with the manufacturer's recommendations.
 - d. The results of the calibrations (including measurement value against a standard) will be recorded in the Daily Water Quality Monitoring Report.
3. Instrument parameters. The YSI instrument will be set to take discrete readings every 0.5 seconds.
4. Downrigger System. The YSI water monitoring meter will be mounted on an automatically operated downrigger with a 15-pound minimum weight. Downrigger stops will be installed at the testing depth so it can be rapidly reached quickly while the boat is in position for testing. A manual downrigger will be stored on each monitoring boat in a readily accessible location. This manual downrigger will be used in the event that the automatic downrigger malfunctions. All necessary mounting hardware for the manual downrigger will be installed on the boat so that the manual downrigger can be quickly put in place.
5. The Operations Manual supplied by YSI during monitoring. A copy of this manual will be kept with all instruments.
6. Instrument Accuracy. For the YSI meter specified, the manufacturer's stated accuracies are as follows:
 - a. Turbidity: ± 2 NTU or 5% of the reading, whichever is greater.
 - b. Dissolved Oxygen: ± 0.2 mg/l or 2% of the reading (in the range of 0 to 20 mg/l), whichever is greater.

All measurements should be considered to be a range of values based on the stated accuracy. For example, a measurement of 8 NTU would be considered to be a range of 6 NTU to 10 NTU.

Turbidity will be reported to the nearest 1 NTU. Conventional rounding will be used. For example 0.5 or greater, should be rounded to 1 when reporting whole numbers.

Dissolved oxygen will be reported to the nearest 0.1 mg/l. Conventional rounding will be used.

Compliance

Turbidity

Turbidity must be measured/observed and recorded as described above. All samples/observations must be recorded. Results must be compared to the background sample/observation taken during that monitoring event.

For visual observations: the observation of the turbidity plume at the compliance location is considered an exceedance.

For instrument sampling: Determination of compliance must take into account the accuracy of the instrument (compliance range calculation examples attached). Turbidity is considered to be in exceedance when the lower range value of the compliance measurement (considering instrument accuracy) is greater than the upper range value of the sum of the background measurement and acceptable compliance range (defined in table below).

Turbidity is considered to have returned to background when the lower range value of the compliance measurement is at or below the upper range value of the background measurement.

If an exceedance is measured, a re-test will be taken immediately. If the value of the re-test is also an exceedance, the exceedance is confirmed for that monitoring interval and action must be taken according to the table below. If the re-test value is within acceptable levels, the initial exceedance is not confirmed so there is no exceedance for that monitoring interval.

If a confirmed exceedance occurs at two consecutive monitoring intervals, the activity must stop until the turbidity levels return to background (as confirmed by another sample or observation). At that time, activity may resume with the minimum frequency of monitoring while maintaining compliance.

Turbidity Level		Action Required at 1st Monitoring Interval	Action Required at 2nd Monitoring Interval
Background <50 NTU	Background \geq 50 NTU		
0 to 5 NTU above background	10% or less over background	Continue to monitor at next interval	Continue to monitor at next interval
Greater than 5 NTU above background	Greater than 10% over background	Modify activity and continue to monitor at next interval	Stop activity until levels return to background and then continue to monitor at next interval

During re-sampling/observations to determine when levels return to background, a new background sample/observation for turbidity will be obtained if it appears that conditions have changed such that the background sample/observation may be invalid, or if up to two hours have passed. If a new background sample/observation is obtained, the reason therefore must be clearly annotated on the water quality monitoring report.

Dissolved Oxygen

Dissolved oxygen must be measured and recorded as described above. All samples must be recorded. If the concentration measured is below 8 mg/l, a re-test will be taken immediately. If the value of the re-test is also measured below 8 mg/l, the reduced level is confirmed, and action must be taken according to the table below.

If a confirmed level (test and re-test) below 6.5 mg/l is measured (or if distressed or dead fish are observed in or beside the dredge), the activity must stop until the dissolved oxygen level returns above 6.5 mg/l (as measured by another sample). At that time, activity may resume with monitoring at the appropriate frequency interval based on the level of dissolved oxygen measured (table below). Dredging may not begin if dissolved oxygen concentration at the dredge site is less than 6.5mg/l.

Dissolved Oxygen Level	Action Required
8 mg/l or greater	Continue to monitor at next interval
6.5 mg/l up to 8 mg/l	Increase monitoring frequency to every 4 hours during daylight hours and active dredging
Less than 6.5 mg/l	Stop activity until levels return to above 6.5 mg/l and then continue to monitor at next interval

Activity Modifications and Stopping Activity

Clamshell Dredging Activity: Currently the Corps is not aware of any acceptable “modifications” for clamshell dredging activities. Because of the stationary nature of a clamshell operation, once an exceedance has been measured and confirmed or observed, all further dredging operations must be stopped until additional sampling/observations indicate water quality parameter(s) have returned to acceptable levels.

Dump scow flowlane/in-water placement: Flowlane/in-water placement by a dump scow is anticipated to be a short term discrete event. Because of the short term nature of the placement event, the scow will not be expected to stop placing the current load if an exceedance is observed during placement. However, once an exceedance has been observed, all further placement operations at that placement site must be stopped until additional observations indicate that turbidity has returned to an acceptable level. It is anticipated that turbidity levels will return to background before the next scheduled placement event.

Reporting

Daily Water Quality Monitoring Report. There must be a water quality monitoring report completed for each day that there is scheduled activity – if no activity actually occurs during a monitoring interval (i.e. the dredge is down for repairs), a report must be submitted with an explanation in the Remarks column. Example reporting forms for visual turbidity sampling and turbidity/dissolved oxygen sampling with an instrument/meter are attached. Electronic copies will be provided. The following data will be included:

1. Date
2. Published times for sunrise and sunset
3. Test (Background, compliance, confirmation of exceedance (if applicable), return to background)
4. Location (Channel Dredge Area or Placement site name)
5. Contract Name
6. Contract Number
7. Placement Site
8. For instrument sampling: Position in NAD 83 (State Plane OR North)
9. For instrument sampling: Depth as logged by the YSI instrument
10. Tidal State (ebb/flood/slack), at the testing location
11. Load Number
12. Time
13. Remarks – the remarks column will contain any statements necessary to explain the data including the following:
 - a. Delays in the testing cycle and the reason therefore (for example if the dredge was down for repairs, or if the dredging cycle was longer than the required testing frequency)
 - b. Delays in monitoring due to restricted visibility
 - c. Locations where water quality criteria were exceeded, along with actions taken (i.e. was the operation modified or stopped)
 - d. Additional samples performed to confirm exceedance or return to background, this must be noted
 - e. If operation is modified or stopped as a result of an exceedance: what time the modification or stoppage began, how long it lasted, and what time operations resumed
 - f. Best Management Practices used to bring the levels back into compliance
 - g. Observation of a visible plume at each compliance point that exceeds water quality criteria
14. Results of calibrations

Water Quality Monitoring Report - Sampling with an Instrument

[illegible]

Unsafe Water Quality Monitoring Conditions Worksheet

Project Information

Date & Time	
Monitoring Vessel	
Location(s) & action(s)	
Tide (ebb and/or flood)	

Third Party Contacted (check one)

Contact Info

<input type="checkbox"/>	MCR Recorded Message	(360) 642-3565
<input type="checkbox"/>	USCG Watch Stander	(360) 642-2382 or Marine Radio Channel 13
<input type="checkbox"/>	Columbia River Bar Pilot (Bar to Astoria)	(503) 325-2641 or Marine Radio Channel 13
<input type="checkbox"/>	Columbia River Pilot (Astoria to Portland)	(503) 289-9922 or Marine Radio Channel 13

Criteria in Question

Visibility (miles)	
Wind (kts, steady and gusts)	
Wave Height (feet)	
Current (kts)	
Precipitation (type)	

Title

Name

Decision (Monitoring is Safe or Unsafe)

Dredge Captain		
Launch Operator		
Third Party		

Notes

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[illegible]

"General Decision Number: OR20230081 03/17/2023

Superseded General Decision Number: OR20220081

State: Oregon

Construction Type: Heavy Dredging

Counties: Oregon Statewide.

DREDGING PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023
1	03/17/2023

* ENGI0701-004 01/01/2023

	Rates	Fringes
Dredging:		
ZONE A		
ASSISTANT ENGINEER.....	\$ 50.78	16.45
ASSISTANT MATE.....	\$ 45.42	16.45
LEVERMAN, DIPPER,		
FLOATING CLAMSHELL.....	\$ 53.94	16.45
LEVERMAN, HYDRAULIC.....	\$ 53.94	16.45
TENDERMAN.....	\$ 49.29	16.45
ZONE B		
ASSISTANT ENGINEER.....	\$ 53.78	16.45
ASSISTANT MATE.....	\$ 48.42	16.45
LEVERMAN, DIPPER,		
FLOATING CLAMSHELL.....	\$ 56.94	16.45
LEVERMAN, HYDRAULIC.....	\$ 56.94	16.45
TENDERMAN.....	\$ 52.29	16.45
ZONE C		
ASSISTANT ENGINEER.....	\$ 56.78	16.45
ASSISTANT MATE.....	\$ 51.42	16.45
LEVERMAN, DIPPER,		
FLOATING CLAMSHELL.....	\$ 59.94	16.45
LEVERMAN, HYDRAULIC.....	\$ 59.94	16.45
TENDERMAN.....	\$ 55.29	16.45

ZONE DESCRIPTION FOR DREDGING

ZONE A - All jobs or projects located within 30 road miles of Portland City Hall.

ZONE B - Over 30-60 road miles from Portland City Hall.

ZONE C - Over 60 road miles from Portland City Hall.

*All jobs or projects shall be computed from the city hall by the shortest route to the geographical center of the project.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

TONGUE POINT ACCESS CHANNEL MAINTENANCE DREDGING 2023 SURVEY ACCEPTANCE CRITERIA							
AREA	FROM STATION	TO STATION	PAYMENT METHOD	REQUIRED DEPTH (FEET)	PAID OVER DEPTH (FEET)	SIDE SLOPE	BASIS FOR ACCEPTANCE
TONGUE POINT ACCESS CHANNEL							
ALL	00+15	00+35	PRE/POST	34	1	3H:1V (Except where noted on drawing)	Up to 2 acceptance areas to be determined by the contractor. Acceptance will be based on multi-beam survey data processed using a median sort with a 5x5 foot matrix. Contract drawings will show 75x75 foot matrix.
ALL	00+35	01+32	PRE/POST	34	1	3H:1V (Except where noted on drawing)	Up to 10 acceptance areas to be determined by the contractor. Acceptance will be based on multi-beam survey data processed using a median sort with a 5x5 foot matrix. Contract drawings will show 75x75 foot matrix.
NOTES:							

OREGON - WASHINGTON - COLUMBIA RIVER – Dredging Operations

Dredging operations are planned or in progress at the following locations:

Start Date	End Date	Times	Location	Dredge Name/Type	Assist Vessel	Channels Monitored	Disposal Area	LNM
19 Aug 11	20 Aug 11	Mon-Sun 24 Hours	Miller Sands Range, Columbia River, (RM 24+00+00 to 25+00+00)	(Hopper)	Thames River	13 and 16 VHF-FM	RM 24, North, Outside Channel	

*US Army Corps of Engineer dredges request mariners transit at their slowest safe speed to minimize wake when in the vicinity of a dredge and proceed after passing arrangements have been made.

Reporting Plan for Sick, Injured, Dead, or Entangled Species NWP Dredging Program

General

Should a sick, injured, dead or entangled specimen of a federally managed species be encountered during work under this contract (regardless of fault), initial notification must be made to external agencies as outlined below (by species) and to the GQAR, followed by written notification in the daily CQC report (Section 01 45 00.00 82 QUALITY CONTROL (DREDGING)).

Marine Mammals and Sea Turtles

Report all sick, injured, dead or entangled marine mammals and sea turtles if they are encountered in the process of performing work under this contract. All marine mammals are protected under the Marine Mammal Protection Act and it is illegal for unauthorized persons to harass, handle, or feed them. The following guidelines are provided by NOAA Fisheries Service West Coast Region and can be found on the following web page http://www.westcoast.fisheries.noaa.gov/protected_species/marine_mammals/report_strandings.html.

NOAA Fisheries Service West Coast Region coordinates marine mammal and sea turtle stranding network activities out of the NOAA Western Regional Campus based in Seattle, WA and out of Long Beach, CA. This Stranding Network is composed of cooperating scientific investigators and institutions, volunteer networks and individuals in all three states. Although response areas are defined geographically, the stranding network members coordinate extensively within the region and on occasion with our Canadian counterparts. Each stranding event is handled on a case-by-case basis and is dependent on local capability, available resources, personnel, and logistics.

When to report:

- Report any live marine mammal on the beach or entangled in the water.
- Report any live pinniped on the beach for more than 24 hours.
- Report obviously sick or injured/entangled marine mammals or sea turtles.
- ALL dead marine mammals and sea turtles.

How to Report:

- To report a dead, injured or stranded marine mammal or sea turtle, please call: **1-866-767-6114**
- For law enforcement, harassments, and other violations, please call: **1-800-853-1964**
- For entangled marine mammals, please call: **1-877-SOS-WHALE or 1-877-767-9425 or hail the U.S. Coast Guard on VHF Ch. 16**
- To report derelict gear (which could entangle marine mammals and/or sea turtles), please call: **1-855-542-3935**

Information to report:

- Species or description of animal
- Location (region/landmarks and/or specific like GPS coordinates)
- Date and time last seen
- Approximate size of the animal (length and weight)... **take photo** with phone if possible
- Condition of animal (alive, dead, wounded, entangled, bleeding, etc.)
- Human interactions (evidence of ship strike, entangled, shooting, etc.)
- Tags or branding on animal
- Name and contact number for the person reporting the incident

Important health information:

Zoonotic diseases are diseases that can be transmitted from animals to humans. There are known zoonotic diseases that come from marine mammals and have been transmitted to people working with them. So please remember the following:

- Please stay >100 yards/meters away.
- Keep dogs away at all times.
- Do not disturb, move, touch, or feed a marine mammal, pinniped, or sea turtle.

Endangered or Threatened Species - U.S. Fish and Wildlife Service

Notify the Service within three working days upon locating a dead, injured or sick endangered or threatened species specimen. Initial notification must be made to the nearest U.S. Fish and Wildlife Service (USFWS) Law Enforcement Office. Notification must include the date, time, precise location of the injured animal or carcass, and any other pertinent information. The finder has the responsibility to ensure that evidence associated with the specimen is not unnecessarily disturbed.

- Contact the USFWS Law Enforcement Office at **(503) 682-6131**,
- or the USFWS Oregon Fish and Wildlife Office at **(503) 231-6179**.

Endangered or Threatened Species – NOAA Fisheries Service

If a sick, injured or dead specimen of a threatened or endangered species is found, the finder must notify the Vancouver Field Office of NOAA Fisheries Law Enforcement at **(360) 418-4246**. The finder also has the responsibility to carry out instructions provided by law enforcement to ensure that evidence intrinsic to the specimen is not disturbed unnecessarily.

Fish Kills

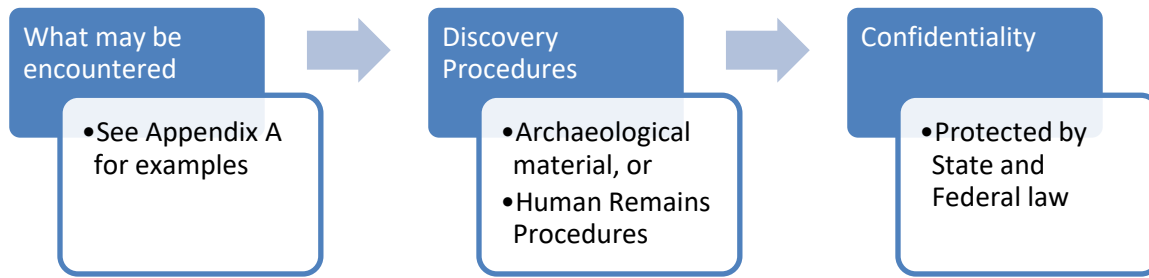
If the dredging/disposal operation or other project operations cause a water quality problem that results in distressed or dying fish, the operator shall immediately:

- Cease operations.
- Take appropriate corrective measures to prevent further environmental damage.

- Collect fish specimens and water samples; and, within the first hour of such conditions, make every effort to have the water samples analyzed for dissolved oxygen and total sulfides. Department of Ecology (DOE) and/or Department of Environmental Quality (DEQ) may require such sampling and analyses before allowing the work to resume.
- The contractor must notify DEQ (OR)/DOE (WA), ODFW, NMFS, and USFWS within 24 hours of the incident.
- Inform agencies of the nature of the problem, any actions taken to correct the problem, and any proposed changes in operations to prevent further problems.
- Agency phone numbers to report fish kills:
 - **DEQ – (503) 229-5263**
 - **DOE – (360) 407-6000**
 - **ODFW - (503) 947-6000**
 - **NMFS - 503-230-5400**
 - **USFWS - 503-231-6179**

ARCHAEOLOGICAL POST REVIEW DISCOVERY PLAN FOR THE TONGUE POINT MAINTENANCE DREDGING PROJECT

HOW TO USE THIS DOCUMENT



Archaeology consists of the physical remains of the activities of people in the past. This post review discovery plan should be followed should any archaeological sites, objects, or human remains be found. These are protected under Federal and State laws and their disturbance can result in criminal penalties.

This Post Review Discovery Plan provides guidance on how to manage an unanticipated discovery of cultural, archeological, and human remains if they are encountered during the project implementation or if there is any anticipated ground disturbance. This document pertains to any and all individuals, organizations, or companies associated with the Tongue Point Maintenance Dredging Project.

WHAT MAY BE ENCOUNTERED

Archaeology can be found during any ground-disturbing activity. If cultural materials, such as shipwrecks or fish weirs are identified by onsite personnel, the Corps Archaeologist should be notified. Archaeological objects vary and can include evidence or remnants of historic-era and precontact activities by humans. Archaeological objects can include but are not limited to:

- **Shipwreck remains**
- **Fish weirs**
- **Shell Middens**
- **Human skeletal remains** and/or **bone fragments** which may be whole or fragmented.

For photographic examples of artifacts, please see Appendix A. (Human remains not included)

If there is an unanticipated discovery of any archaeological objects, see procedures below.

DISCOVERY PROCEDURES: WHAT TO DO IF YOU FIND SOMETHING

The types of materials potentially identified during dredging are shipwreck remains or fish weirs. If either are encountered during dredging, contact the Corps Archeologist (Vanessa Litzenberg) to discuss the find and determine the best way to proceed.

1. Leave items in place

2. Secure and protect area of **unanticipated** discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager and Corps Archaeologist
4. Corps Archaeologist to determine best path forward.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of **unanticipated** discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**
4. Immediately notify (but in no case later than 24 hours):
 - Corps Archaeologists shall include Vanessa Litzenberg. A follow up message will be left with Tara Gauthier, Section Chief, at (503) 915-3551 or Tara.R.Gauthier@usace.army.mil.
 - Oregon State Police **DO NOT CALL 911**
 - Legislative Commission on Indian Services (LCIS)

The Corps Archeologist or person(s) designated to manage the unanticipated discovery shall immediately notify the following agencies:

- Oregon State Historic Preservation Office (SHPO)
 - Appropriate Native American Tribes
5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains will continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.
 6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

CONTACT INFORMATION

- Corps Navigation Project Manager, Jessica Stokke, (503) 808-4352, jessica.b.stokke@usace.army.mil
- Corps Archaeologist, Vanessa Litzenberg: (503) 808-4684, Vanessa.vanderborg@usace.army.mil
- Corps Cultural Resource Section Chief, Tara Gauthier: (503)-915-3551, Tara.R.Gauthier@usace.army.mil
- Oregon State Police, Lt. Craig Heuberger: (503) 508-0779 cheuber@osp.oregon.gov
- SHPO
 - State Archaeologist, John Pouley: (503) 480-9164
 - Asst. State Archaeologist, Jamie French: (503) 979-7580
- LCIS, Daniel Santos, Interim Director: (503) 986-1067
- Appropriate Tribes
 - Cowlitz Indian Tribe
 - Jerry BigEagle – 360-916-1582, jbigeagle@cowlitz.org
 - Confederated Tribes of the Grand Ronde Community of Oregon
 - Breece Edwards - 503-879-2084, Breece.edwards@grandronde.org
 - Michael Lewis - 503-879-1674, Michael.Lewis@grandronde.org

- THPO - thpo@grandronde.org
- Confederated Tribes of Siletz Indians
 - Robert Kentta - 541-351-0148, rkentta@ctsi.nsn.us
 - Peter Hatch (alternate) - 541-444-8319, peterh@ctsi.nsn.us
- Shoalwater Bay Tribe
 - Earl Davis - 360-267-8184, edavis@shoalwaterbay-nsn.gov

CONFIDENTIALITY

The employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or given information regarding the discovery, and any public or media inquiry is to be reported to the Corps. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

APPENDICES AND SUPPLEMENTARY MATERIALS

A. Visual reference and examples of archaeology

APPENDIX A

VISUAL REFERENCE GUIDE TO ENCOUNTERING ARCHAEOLOGY



Figure 1. Shipwreck remains



Figure 2. Fish Weir



Figure 1: Cordage



Figure 2: Shell midden



Figure 3: Historic glass artifacts

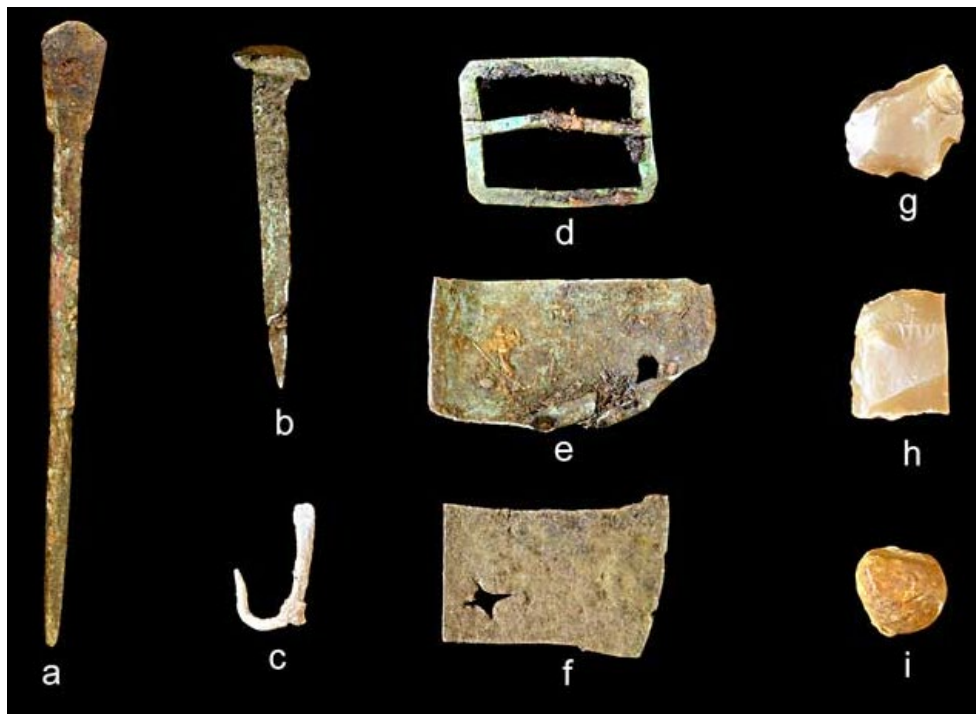


Figure 4: Historic metal artifacts



Figure 7: Stone tool fragments