

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   61</b>	
2. AMENDMENT/MODIFICATION NO. <b>0004</b>		3. EFFECTIVE DATE <b>10-Apr-2023</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY  USA ENGINEER DISTRICT, JACKSONVILLE CONTRACTING DIVISION 701 SAN MARCO BLVD JACKSONVILLE FL 32207-8175		CODE <b>W912EP</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. <b>W912EP23B0008</b>	
				X		9B. DATED (SEE ITEM 11) <b>07-Mar-2023</b>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.</b> <b>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  <b>SAN JUAN HARBOR CONSTRUCTION AND MAINTENANCE DREDGING 44-FOOT &amp; 36-FOOT PROJECT DREDGING, SAN JUAN, PUERTO RICO</b>  1. See SF30 Continuation Sheet for Amendment details.  2. The bid due date extends to April 18, 2023 at 1:00 pm (EDT).  3. The bid opening extends to April 18, 2023 at 2:00 pm (EDT).							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

SF 30 CONTINUATION SHEET

San Juan Harbor Construction and Maintenance Dredging, 44-Foot & 36-Foot Project,  
San Juan, Puerto Rico

**SUMMARY OF CHANGES**

**1. SPECIFICATIONS:**

Text changes have been updated with additions noted by underlined text and deletions noted by line/cross-outs. These text changes pertain only to changes made by this amendment.

**DELETE** SF1442 and **REPLACE** with the attached revised SF1442.

**DELETE** Section 00010A and **REPLACE** with the attached revised Section 00010A.

**DELETE** Section 00100 and **REPLACE** with the attached revised Section 00100 to change the Electronic Bids paragraph.

**DELETE** Submittal Register and **REPLACE** with the attached revised Submittal Register.

**DELETE** Section 35 20 23 and **REPLACE** with the attached revised Section 35 20 23.

**2. DRAWINGS:**

**DELETE** Sheet ID G-01 and **REPLACE** with the attached revised Sheet ID G-01.

**DELETE** Sheet ID G-03 and **REPLACE** with the attached revised Sheet ID G-03.

**DELETE** Sheet ID C-06b and **REPLACE** with the attached revised Sheet ID C-06b.

(End of Summary of Changes)

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.  W912EP23B0008	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  07-Mar-2023	PAGE OF PAGES  1 OF 207
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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 W912EP USA ENGINEER DISTRICT, JACKSONVILLE CONTRACTING DIVISION 701 SAN MARCO BLVD JACKSONVILLE FL 32207-8175  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 ADELINE F FUATA	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>
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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):*

SAN JUAN HARBOR CONSTRUCTION AND MAINTENANCE DREDGING 44-FOOT & 36-FOOT PROJECT, SAN JUAN, PUERTO RICO

DESCRIPTION OF WORK: REFER TO SECTION 01 11 00 FOR COMPLETE PROJECT DESCRIPTION  
 DRAWINGS: SEE DFARS CLAUSE 252.236-7001, SECTION 00700.  
 MAGNITUDE OF CONSTRUCTION IS BETWEEN \$25,000,000 - \$100,000,000.00.

THIS SOLICITATION IS UNRESTRICTED. THE NAICS CODE FOR THIS PROJECT IS 237990 AND THE SMALL BUSINESS SIZE STANDARD IS \$37 MILLION. YOU MUST BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) TO RECEIVE AN AWARD FROM THIS SOLICITATION. THE SAM WEBSITE IS LOCATED AT [www.sam.gov](http://www.sam.gov).

IN ACCORDANCE WITH (IAW) FAR CLAUSE 52.236-27, AN ORGANIZED SITE VISIT HAS BEEN SCHEDULED. SEE FAR 52.236-27, ALT I IN SECTION 00100 FOR DETAILS.

**\*\*SEE BLOCK 11 - SEE SECTION 00700, FAR CLAUSE 52.211-10 FOR PERIOD OF PERFORMANCE.**  
**\*\*SEE ELECTRONIC BIDS IN SECTION 00800**

A PRE-BID CONFERENCE WILL BE HELD ON 21 MARCH 2023 AT 1:00 PM (AST) FOR VIRTUAL AND IN PERSON ATTENDANCE. WEBEX INFO PROVIDED BELOW. THE BID OPENING WILL BE HELD VIRTUALLY VIA WEBEX ON 18 APRIL 2023 AT 2:00 PM. UTILIZE THE WEBEX INFO PROVIDED BELOW: <https://usace1.webex.com/meet/adeline.f.fuata>;  
 Audio Teleconference: 1-844-800-2712 (US Toll Free); 1-669-234-1177 (US Toll); Access Code: 2761 122 9179

11. The Contractor shall begin performance within <u>60</u> 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. (See <b>**SECTION 00700</b> _____.)	
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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  10
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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 01:00 PM (hour) local time 18 Apr 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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
<b>14. NAME AND ADDRESS OF OFFEROR</b> <i>(Include ZIP Code)</i>					<b>15. TELEPHONE NO.</b> <i>(Include area code)</i>					
<div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px;"></div>					<b>16. REMITTANCE ADDRESS</b> <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>					
<b>CODE</b>		<b>FACILITY CODE</b>								
<b>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></b>										
<b>AMOUNTS</b>		<b>SEE SCHEDULE OF PRICES</b>								
<b>18. The offeror agrees to furnish any required performance and payment bonds.</b>										
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
<b>20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b> <i>(Type or print)</i>					<b>20B. SIGNATURE</b>				<b>20C. OFFER DATE</b>	
<b>AWARD (To be completed by Government)</b>										
<b>21. ITEMS ACCEPTED:</b>										
<b>22. AMOUNT</b>		<b>23. ACCOUNTING AND APPROPRIATION DATA</b>								
<b>24. SUBMIT INVOICES TO ADDRESS SHOWN IN</b> <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>	<b>25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO</b> <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
<b>26. ADMINISTERED BY</b>			<b>CODE</b>		<b>27. PAYMENT WILL BE MADE BY:</b> <b>CODE</b>					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>										
<input type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> <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"/> <b>29. AWARD</b> <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 consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
<b>30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN</b> <i>(Type or print)</i>					<b>31A. NAME OF CONTRACTING OFFICER</b> <i>(Type or print)</i>					
<b>30B. SIGNATURE</b>			<b>30C. DATE</b>		TEL:    EMAIL:			<b>31B. UNITED STATES OF AMERICA</b> BY		
								<b>31C. AWARD DATE</b>		

SECTION 00010A  
LINE ITEMS AND PRICING SCHEDULE

SAN JUAN HARBOR CONSTRUCTION AND MAINTENANCE DREDGING  
44-FOOT & 36-FOOT PROJECT  
SAN JUAN, PUERTO RICO

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b><u>BASE</u></b>					
0001	MOBILIZATION AND DEMOBILIZATION		JOB		\$ _____
0002	EXCAVATION, UNCLASSIFIED CUT-6 AND ANEGADO STA 3+00 THRU ATTB ESTIMATED QUANTITY (SEE NOTE 2)	<del>1,983,000</del> <u>2,078,000</u>	CUBIC YARD	\$ _____	\$ _____
0003	EXCAVATION, UNCLASSIFIED SAN ANTONIO CHANNEL, CRUISE SHIP BASIN WEST, AND CRUISE SHIP BASIN EAST ESTIMATED QUANTITY (SEE NOTE 2)	426,000	CUBIC YARD	\$ _____	\$ _____
0004	EXCAVATION, UNCLASSIFIED MAINTENANCE DREDGING AREAS ESTIMATED QUANTITY (SEE NOTE 2)	78,000	CUBIC YARD	\$ _____	\$ _____
0005	ENVIRONMENTAL SPECIES MONITORING		JOB		\$ _____
0006	TURBIDITY MONITORING		JOB		\$ _____
0007	STANDBY TIME (SEE NOTE 3)	24	HOUR	\$ _____	\$ _____
0008	PARTNERING REGROUP	1	EACH	\$ _____	\$ _____
0009	CONSTRUCTION/VIBRATION CONTROL AND MONITORING		JOB		\$ _____
0010	MUNICIPAL TAXES		JOB		\$ _____
	TOTAL BASE (LINE ITEMS 0001 THROUGH 0010)				\$ _____
<b><u>OPTION A</u></b>					
0011	EXCAVATION, UNCLASSIFIED PRPA CRUISE BERTHS ESTIMATED QUANTITY (SEE NOTE 2)	<del>42,000</del> <u>57,000</u>	CUBIC YARD	\$ _____	\$ _____
0012	EXCAVATION, UNCLASSIFIED PAN AMERICAN BERTHS ESTIMATED QUANTITY (SEE NOTE 2)	<del>57,000</del> <u>42,000</u>	CUBIC YARD	\$ _____	\$ _____
0013	ENVIRONMENTAL SPECIES MONITORING		JOB		\$ _____
0014	TURBIDITY MONITORING		JOB		\$ _____
0015	CONSTRUCTION/VIBRATION CONTROL AND MONITORING		JOB		\$ _____

SECTION 00010A  
LINE ITEMS AND PRICING SCHEDULE

SAN JUAN HARBOR CONSTRUCTION AND MAINTENANCE DREDGING  
44-FOOT & 36-FOOT PROJECT  
SAN JUAN, PUERTO RICO

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b><u>OPTION A (CONTINUED)</u></b>					
0016	MUNICIPAL TAXES		JOB		\$ _____
	TOTAL OPTION A (LINE ITEMS 0011 THROUGH 0016)				\$ _____
	TOTAL BASE PLUS OPTION A (LINE ITEMS 0001 THROUGH 0016)				\$ _____
<b><u>OPTION B</u></b>					
0017	EXCAVATION, UNCLASSIFIED PUMA BERTH, ESTIMATED QUANTITY (SEE NOTE 2)	31,000	CUBIC YARD	\$ _____	\$ _____
0018	EXCAVATION, UNCLASSIFIED COD BERTH, ESTIMATED QUANTITY (SEE NOTE 2)	34,000	CUBIC YARD	\$ _____	\$ _____
0019	EXCAVATION, UNCLASSIFIED LNG BERTH, ESTIMATED QUANTITY (SEE NOTE 2)	99,000	CUBIC YARD	\$ _____	\$ _____
0020	ENVIRONMENTAL SPECIES MONITORING		JOB		\$ _____
0021	TURBIDITY MONITORING		JOB		\$ _____
0022	CONSTRUCTION/VIBRATION CONTROL AND MONITORING		JOB		\$ _____
0023	MUNICIPAL TAXES		JOB		\$ _____
	TOTAL OPTION B (LINE ITEMS 0017 THROUGH 0023)				\$ _____
	TOTAL BID (LINE ITEMS 0001 THROUGH 0023)				\$ _____

NOTES (1) BID MUST PRICE ALL LINE ITEMS.

(2) QUANTITY INCLUDES REQUIRED DEPTH, ALLOWABLE OVERDEPTH, AND SHOALING ESTIMATED TO OCCUR BETWEEN THE DATES OF THE SURVEYS AND THE ACTUAL DREDGING.

(3) STANDBY TIME IS DEFINED AS WHEN, AT THE DIRECTION OF THE CONTRACTING OFFICER, THE DREDGE IS PUT OUT OF OPERATION FOR REASONS OUTSIDE THE REQUIREMENTS IN THE CONTRACT. SEE SECTION 01 22 00 MEASUREMENT AND PAYMENT.

(4) OPTIONAL ITEMS WILL BE EXERCISED IN ACCORDANCE WITH CLAUSE 52.217-7 (SECTION 00700).

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

52.204-7	System for Award Management	OCT 2018
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
52.204-22	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
52.216-1	Type Of Contract	APR 1984
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.233-2	Service Of Protest	SEP 2006
52.236-27 Alt I	Site Visit (Construction) (Feb 1995) - Alternate I	FEB 1995
52.252-5	Authorized Deviations In Provisions	NOV 2020
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020

## ELECTRONIC BIDS

(a) Definition.

Electronic bid, as used in this provision, means a bid, revision or modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via email or other means for transmitting electronic data. No flash drives will be accepted.

(b) Offerors must submit electronic bids in responses to this solicitation in order to be considered for award.

Electronic bids are subject to the same rules as paper bids.

(c) If any portion of bid received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document

(1) The Contracting Officer shall immediately notify the offeror and permit the offeror to resubmit the bid if the bid has been received prior to due date indicated in the solicitation;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror.

(ci) The Government reserves the right to make award solely on the electronic bid. However, if requested to do so by the Contracting Officer, the apparently successful offeror shall submit the complete original signed bid.

(cii) The Offeror's bid shall be submitted electronically, as described below. The use of hyperlinks in the bid is prohibited. The offeror's bid is due no later than 1:00 PM, EDT on ~~14~~ 18 April 2023.

NOTE: The only authorized transmission method of bids in response to the subject solicitation is electronically via the Procurement Integrated Enterprise Environment (PIEE) website. No other transmission methods, such as email, facsimile, hand-carried, proprietary or DOD SAFE submissions, bids submitted by mail, ect. will be accepted.

Offers submitted via any other transmission method other than the Procurement Integrated Enterprise Environment (PIEE) website will not be evaluated.

The Offeror's bid must be received by the Government no later than the date/time specified in the solicitation and cited above. Offerors shall submit their bid using the following link:  
<https://piee.eb.mil/>

Instructions for submitting electronic bids:

THE BID OPENING WILL BE HELD VIRTUALLY VIA WEBEX ON ~~14~~ 18 APRIL 2023 AT 2:00 PM EDT, SEE INFORMATION BELOW:

- Webex Link: <https://usace1.webex.com/meet/adeline.f.fuata>;
- Call In Info: 1-844-800-2712 (US Toll Free), 1-669-234-1177 (US Toll);
- Access Code: 2761 122 9179

In an effort to reduce paperwork and cost, all bids shall be submitted electronically through the Procurement Integrated Enterprise Environment (PIEE) website.

Electronic copies of each volume shall be submitted through the Solicitation Module of PIEE at <https://piee.eb.mil>. If there is a system outage, see below. All bids received after the exact time specified for receipt shall be treated as late submissions.



For instructions on how to post an offer, please refer to the Posting Offer demo:  
[https://piectraining.eb.mil/wbt/sol/Posting\\_Offer.pdf](https://piectraining.eb.mil/wbt/sol/Posting_Offer.pdf).

It is the Offeror's responsibility to obtain written confirmation of receipt of all electronic files of the full bid by the Contracting office. The submission date for all Volumes shall be no later than the date and time specified in Block 13 of the SF 1442 of the Solicitation. In the unlikely event the PIEE system is not operational, experiences technical difficulties, or a Contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the Contracting Officer. This Notification must occur prior to the bid submission deadline. Contractor notification shall be in writing and may be in conjunction with verbal notification, but verbal notification alone shall not be sufficient. The alternate method for bid submission is via expedited delivery or hand-carried. The Offeror must obtain prior approval from the Contracting Officer to use the alternate submission method. The Contractor shall have 24 hours to provide their bid upon contracting officer approval. In the event that the Contractor alleges technical difficulties and does not notify the contracting officer until after the closing date and time, the contracting officer will follow the procedures identified in the Federal Acquisition Regulation (FAR) and then make a determination if the Contractor's late bid submission is accepted. Screen shots of the submission should be taken to validate a submission was accepted in the PIEE system.

You are limited to five (5) maximum files per upload (total size cannot exceed 2GB). If you have a large number of files, it is recommended that you combine or ZIP your files before uploading to the PIEE site. Offerors may use compression utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

#### File Description:

To ensure your submission is received and processed appropriately, it is important that interested parties CAREFULLY ensure their electronic files adhere to the following naming convention. Each file name shall begin with the solicitation number, followed by the word "RESPONSE", followed by your firm's name and finally a brief file description.

#### EXAMPLES

(a) "SOLICITATION NUMBER RESPONSE FIRM NAME.pdf"

File Organization, Formatting, and other instructions:

Although hard copies are not accepted, each file shall be clearly indexed, and logically assembled. Font size shall be 10 or larger.

Pages shall be letter sized--larger page sizes (such as 11x17 foldouts, etc.) will be counted as two pages. Offerors shall prepare bids in the English language. Bids shall be in a narrative format, organized and titled so that each section of the bid follows the order and format of the factors. Information presented should be organized so as to pertain to only the evaluation factor in the section that the information is presented. Information pertaining to more than one evaluation factor should be repeated in each section for each factor.

Include a "File Description" for each file(s) you upload. The "File Description" will be included in the email notice to each of the recipients you choose to have access your file(s). NOTE: Do NOT enter Privacy Act Data (Personal Identification Information (PII)) in the File Description.)

#### Upload Completion & Deadline:

Interested parties shall submit responses no later than the date cited above. Offerors should time their upload effort with prudence by not waiting until the last few minutes—this will allow for unexpected delays in the transmittal process. Submissions after the deadline may be emailed to Contract Specialist, Adeline Fuata, at (adeline.f.fuata@usace.army.mil) but be advised, they will be considered late and as such, will be processed in accordance with FAR 14.304 and FAR 52.214-7.

Submission shall be in Adobe PDF format.

#### Receipt of Submission:

For the purposes of establishing whether a bid submission is considered timely, the Government considers the date and time the submission is completely uploaded into the PIEE website. For multiple submissions, the Government will consider the date and time the last submission is completely uploaded into the PIEE website. Do not assume that electronic communication is instantaneous. It can take several minutes or even hours in some cases.

The Government will not be responsible for submissions delivered to any location or to anyone other than those designated to receive bids. Offerors are responsible for ensuring that offers are submitted so as to reach the designated recipient. Offerors are responsible for allowing sufficient time for the offer to be received in accordance with the instructions provided.

(End of Paragraph)

## 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

#### 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)(1)(i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

## 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

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

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

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of Clause)

## 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

## 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of provision)

#### 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 2016)

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

(b) (1) Bidders shall acknowledge receipt of any amendment to this solicitation--

(i) By signing and returning the amendment;

(ii) By identifying the amendment number and date in space provided for this purpose on the form for submitting a bid;

(iii) By letter;

(iv) By facsimile, if facsimile bids are authorized in the solicitation; or

(v) By email, if email bids are authorized in the solicitation.

(2) The Government must receive the acknowledgement by the time and at the place specified for receipt of bids.

(End of provision)

#### 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

#### 52.214-5 SUBMISSION OF BIDS (DEC 2016)

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

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

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

(d) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

#### 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

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

(End of provision)

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

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

(End of provision)

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

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable



doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

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

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

(End of provision)

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

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

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm-Fixed Price (FFP)** contract resulting from this solicitation.

(End of provision)

#### 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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

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

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

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

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

(End of provision)

52.222-23 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
N/A	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 **San Juan, Puerto Rico**.

(End of provision)

#### 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of provision)

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

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

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

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

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(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 the person identified in item 9A of the Standard Form 1442.

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

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for—**March 21, 2023 at 9:00 AM**, Local Time.

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

(d) Participants should call **Anibal Mercado Soto at 561-801-8447** on or before **March 16, 2023** to make arrangements.

(e) Core borings **are** available.

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

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

#### 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

## 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

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

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

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

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

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.



(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

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

(2) Require subcontractors to--

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

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

(End of clause)

## 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

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

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

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

Covered foreign country means--

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

(2) The Russian Federation.

Covered missions means--

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

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

Critical technology means--

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

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

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

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

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

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

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

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

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

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

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

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

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

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

(End of clause)

## 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

### (a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

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

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cyber/safeguarding.html#nistSP800171>.

### (c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

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

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

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

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

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

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

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

- (1) Consists of--
  - (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review;
  - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
  - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

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

- (1) Consists of--
  - (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review; and
  - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

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

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

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

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

(i) The email shall include the following information:

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

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

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

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

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.



(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

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

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

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

San Juan Harbor CD and MD, 44-Ft & 36-Ft Project (Am 0004)

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/	REMARKS
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		01 22 00	SD-01 Preconstruction Submittals														
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			SD-07 Certificates														
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			Paid Tax Invoices	1.4.5	G RO												
		01 30 00	SD-01 Preconstruction Submittals														
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			Preliminary Project Schedule	3.4.1	G RO												
			Initial Project Schedule	3.4.2	G RO												
			SD-07 Certificates														
			Periodic Schedule Update	3.6.2	G RO												
		01 33 00	SD-01 Preconstruction Submittals														
			Submittal Register	1.8	G												
		01 35 25	SD-01 Preconstruction Submittals														
			Dive Operations Plan	3.2	G DO												
			SD-07 Certificates														
			Dive Personnel Qualifications	1.6.2	G DO												

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		01 35 25	Daily Dive Logs	3.2.1													
		01 35 26	SD-01 Preconstruction Submittals														
			Accident Prevention Plan (APP)	1.7	G DO												
			Accident Prevention Plan (APP)	1.16	G DO												
			Site Safety and Health Officer	1.6.1.1	G DO												
			SD-06 Test Reports														
			Monthly Exposure Reports	1.4													
			Monthly Qualification Summary Report	1.4.1													
			Mishap Notification	1.12.1													
			Mishap Reports	1.12.2	G DO												
			LHE Inspection Reports	1.12.3													
			SD-07 Certificates														
			Competent Person	1.6.1.2	G DO												
			Crane Operators/Riggers	1.6.1.4	G DO												
			Standard Lift Plan	1.7.2.2	G DO												
			Critical Lift Plan	1.7.2.3	G DO												
			Naval Architecture Analysis	1.7.2.4	G DO												
			Activity Hazard Analysis (AHA)	1.8	G DO												
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			Hot Work Permit	1.9.1													
			Certificate of Compliance	1.12.4													
			Crane Inspection Reports	1.12.5	G DO												
		01 45 05	SD-01 Preconstruction Submittals														
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		01 45 05	Letter of Authority	3.2.2													
			Personnel Qualifications	3.2.2	G RO												
		01 50 02	SD-01 Preconstruction Submittals														
			Mobilization/Demobilization Plan	1.4.1	G RO												
			SD-02 Shop Drawings														
			Contractor's Temporary Facilities	2.1													
			Contractor's Temporary Facilities	3.3													
		01 57 20	SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.6	G DO												
			SD-02 Shop Drawings														
			Turtle Deflector Device	3.1.5.6	G DO												
			SD-06 Test Reports														
			Protected Listed Species Sighting Reports	3.1.5.3	G DO												
			SD-07 Certificates														
			Endangered Species Observer Qualifications	1.7.1	G DO												
			Dredge Material Inspector (DMI)	1.7.2	G DO												
			SD-11 Closeout Submittals														
			Protected Species Summary Report	3.1.5.5	G DO												
			Endangered Species Observer Program Final Report	3.1.5.2	G DO												
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		01 57 25	SD-01 Preconstruction Submittals														

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			Turbidity Monitoring Plan	1.4	G DO												
			Draft Turbidity Sampling Map	1.5	G DO												
			Draft Turbidity Sampling Map	3.2.2.1	G DO												
			SD-03 Product Data														
			Calibration Standard	3.1.1.1													
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			Turbidity Exceedance Report	3.3.1													
			Updated Turbidity Exceedance Report	3.3.2													
			SD-07 Certificates														
			Testing Equipment And Procedure	3.1.1.1													
		02 22 13	SD-01 Preconstruction Submittals														
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			Vibration Control Specialist Alternate	1.2.1	G DO												
			Vibration Monitoring Technician(s)	1.2.2	G DO												
			Structural Inspection/Evaluation Engineer	1.2.3	G DO												
			Pre-Construction Structural Survey	3.2	G DO												
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			Daily Instrument Logs	3.4													
			Post-Construction Structural Survey	3.6	G DO												
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			Relocation of Navigation Aids	3.2.1													
			Marine Survey Inspection Certificates	3.14.2													
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			Drag Bar	3.10.2													
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			Historical Period Shipwreck Sites	1.7													
			Surveys	3.7													
			Daily/Monthly Report of Operations	3.1													
			Misplaced Material	3.5.5													
			Declaration of Inspection, Puerto Rico	1.10													
			Surveillance of Ocean Disposal	3.2.3													
		35 20 26	SD-07 Certificates														
			National Dredging Quality Management Program Certification	1.4	G RO												

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SECTION 35 20 23

DREDGING

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all excavation and disposal of all material as specified herein and indicated on the drawings. This scope also includes all necessary measures for protection of the environment. Environmental protection requirements under this Contract are as important to overall completion of the work as other technical aspects. Failure to meet the requirements of these specifications for environmental protection may result in work stoppages or termination for default. No part of the time lost due to any such work stoppages can be made the subject of claims for extensions of time or for excess costs or damages by the Contractor. If the Contractor fails or refuses to promptly repair any damage caused by violation of the provisions of these specifications, the Contracting Officer may have the necessary work performed and charge the cost thereof to the Contractor.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

PUMA ENERGY CARIBE, LLC

2022 Offset	(2021; R 2022) Dredging Offset Recommendations at Puma Energy Caribe Berthing Facility, San Juan, Puerto Rico (See formal title on Page 2 of Adobe Document), Presented by Tetra Tech PR, LLC
2023 Offset	(2023) Analyses of Dredge Effects to El. -47 Feet With Drained Soil Strength and Flattened Slope, Puma Energy - Guaynabo, Puerto Rico
2023 Drawings	(2023) Puma Energy Bathymetry Survey

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	Safety and Health Requirements Manual
EM 1110-1-1000	(2015) Photogrammetric and LiDAR Mapping
EM 1110-1-1002	(2012) Survey Markers and Monumentations
EM 1110-1-1003	(2011) NAVSTAR Global Positioning System Surveying

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EM 1110-1-1005	(2007) Control and Topographic Surveying
EM 1110-1-2909	(2012) Geospatial Data and Systems
EM 1110-2-1003	(2013) Hydrographic Surveying
ERDC/ITL TR-19-7	(2021) A/E/C CAD Standard - Release 6.1

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

#### SD-01 Preconstruction Submittals

Notice of Intent to Dredge

Relocation of Navigation Aids

Marine Survey Inspection Certificates

#### SD-02 Shop Drawings

Drag Bar

Acceptance Sections Plan; G, DO

Dredging Offset from Existing Structures; G, DO

#### SD-07 Certificates

Historical Period Shipwreck Sites

Surveys

Daily/Monthly Report of Operations

Misplaced Material

Declaration of Inspection, Puerto Rico

Surveillance of Ocean Disposal

### 1.4 NOTICE OF INTENT TO DREDGE

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

## 1.5 DREDGING RESTRICTIONS

### 1.5.1 Pretreatment of Rock

The Government has not obtained any permits to allow blasting for this contract. Pretreatment of rock such as rock chopping with a cutter suction dredge, chiseling of the rock with a hydro hammer, or other methods, except blasting is allowed. Turbidity requirements during pretreatment will be adhered to at all times.

### 1.5.2 Vessel Traffic

Coordinate with the port pilots, Global Port Holding and with the PRPA to determine the impacts that vessel traffic will have on dredging operations within the channel. PRPA point of contact is Mr. Roberto Rivera Medina, P.E. at [rrivera@prpa.pr.gov](mailto:rrivera@prpa.pr.gov), telephone number (787) 729-8715 extension 3220, or cell phone number (939) 630-2159.

### 1.5.3 Order of Work

There is no specific order of work for this project. A reach is defined as a single acceptance section unless otherwise approved by the Contracting Officer.

### 1.5.4 Transportation of Material

Water and dredge material are not permitted to overflow or spill out of barges or hopper dredges during transport to the disposal sites.

## 1.6 PUMPING OF BILGES

Contractors are warned that pumping oil or bilge water containing oil into navigable waters, or into areas which would permit the oil to flow into such waters, is prohibited by Section 13 of the River and Harbor Act of 1899, approved 3 March 1899 (30 Stat. 1152; 33 U.S.C. 407). Violation of this prohibition is subject to the penalties under the referenced Acts.

## 1.7 HISTORICAL PERIOD SHIPWRECK SITES

If any shipwreck, artifact, or other objects of antiquity that have scientific or historical value, or are of interest to the public, are discovered, located, and/or recovered, the Contractor acknowledges that:

- a. The site(s), articles, or other materials are the property of the Commonwealth of Puerto Rico; and that,
- b. Immediately notify the Contracting Officer.

## 1.8 UTILITY CROSSINGS

### 1.8.1 General

Investigate the location of all utility crossings. Take precautions against damages which might result from his operations in the vicinity of the utility crossings. Suspend dredging until the damage is repaired and approved by the Contracting Officer if any damage occurs as a result of dredging operations. Costs of such repairs and downtime of the dredge and attendant plant will be at the Contractor's expense.

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1.9 PERMITS

Refer to the Clause PERMITS AND RESPONSIBILITIES of Section 00700 CONTRACT CLAUSES in Volume 1 and the paragraph PERMITS AND AUTHORIZATIONS of Section 01 57 20 ENVIRONMENTAL PROTECTION.

1.10 FUEL OIL TRANSFER OPERATIONS

In accordance with U.S. Coast Guard regulations (33 CFR 156.120), couplings used in fuel oil transfer operations on any vessel with a capacity of 250 or more barrels of oil must be either a bolted or full-threaded connection; or a quick-connect coupling approved by the Commandant; or an automatic back-pressure shutoff nozzle used to fuel the vessel. Submit an executed fuel oil transfer (Declaration) form signed by the tanker operator to the Contracting Officer for each refueling operation. Notify the U.S. Coast Guard prior to any refueling. A copy of the Declaration of Inspection, Puerto Rico for Refueling is on the web site indicated in the paragraph CONSTRUCTION FORMS AND DETAILS below.

1.11 SIGNAL LIGHTS

Display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (COMDTINST M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

1.12 NOTICE TO MARINERS -- DREDGING CONTRACTS

If any objects are encountered on the channel bottom which could be a hazard to navigation during dredging operations, immediately notify the Contracting Officer of the location of said object and provide any other pertinent information necessary for the Contracting Officer to prepare and issue a Notice to Mariners.

1.13 FINAL CLEANUP

Final cleanup, as stated in the paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK of Section 00700 CONTRACT CLAUSES in Volume 1, includes the removal of all the Contractor's plant and equipment either for disposal or reuse. Dispose of plant and/or equipment and/or materials in a manner and at locations approved by the Contracting Officer. Unless otherwise approved by the Contracting Officer, the Contractor will not be permitted to abandon any equipment in the disposal area or other areas adjacent to the worksite. Failure to promptly remove all plant, pipeline, equipment, and materials upon completion of the dredging will be considered a delay in the completion of the final cleanup and demobilization work. In such case, the Government will exercise its right as stated in Clause DEFAULT (FIXED-PRICE CONSTRUCTION) of Section 00700 CONTRACT CLAUSES in Volume 1 to remove any plant and/or equipment and/or materials at the Contractor's expense.

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1.14 WORK VIOLATIONS

Work done in violation of these specifications or a verbal or written stop order of the Contracting Officer will be considered as unsatisfactory progress for purposes of progress payments in accordance with Clause PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS of Section 00700 CONTRACT CLAUSES in Volume 1.

1.15 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM (DREDGES AND DUMP SCOWS)

1.15.1 System Requirements

See Section 35 20 26 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SCOW - ULLAGE PROFILE and Section 35 20 27 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM PIPELINE HYDRAULIC DREDGE and/or Section 35 20 28 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM HOPPER DREDGE. However, in the event of NDQMP System failure (not fully operational), notify the Contracting Officer. If the Contractor cannot use the NDQMP System within 48 hours of failure, cease all dredging operations for the vessel until the NDQMP System is fully operational. Any delays resulting from NDQMP System failure will be at the Contractor's expense. When required to calculate displacement, the density of water must be 64 pounds per cubic foot or its metric equivalent of 1027 kilograms per cubic meter.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 DAILY/MONTHLY REPORT OF OPERATIONS

Prepare in RMS and submit the Daily Report of Operations, using either ENG Form No. 27A or ENG Form No. 4267, for each dredge and/or unloader working. Submit report daily and not in groups (groups = multi-days reports packaged together at one time). In addition to the daily report, prepare and submit a Monthly Report of Operations for each month or partial month's work. Submit the monthly report on or before the 7th of each month, consolidating the previous month's work. Submit a consolidated job report combining the monthly reports upon completion of the construction. Submit reports on a monthly basis with daily reports accompanying the monthly report and job report. Further instructions on the preparation of the reports will be furnished at the Preconstruction Conference.

3.2 NOTIFICATION OF COAST GUARD

3.2.1 Relocation of Navigation Aids

Navigation aids located within or near the areas required to be dredged will be removed, if necessary, by the U.S. Coast Guard in advance of dredging operations. Within 7 calendar days following receipt of Notice to Proceed, notify the Commander, Seventh Coast Guard District, Miami, Florida, of any plans to dredge adjacent to any aids which require relocation to facilitate dredging. Send the notification via Fax to 305-415-6757, ATTN: Mr. Gene Stratten. Submit a formal written request after notification and provide a copy to the Contracting Officer. Contact the U.S. Coast Guard, 305-415-6750, for information concerning the position to which the aids will be relocated. Do not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with

any aid of navigation.

### 3.2.2 Dredging Aids

Obtain approval from the U.S. Coast Guard for all buoys, dredging aid markers to be placed in the water, and dredging aid markers affixed with a light prior to the installation. Do not color or place dredging aid markers and lights in a manner that they will obstruct or be confused with navigation aids.

### 3.2.3 Surveillance of Ocean Disposal

Notify via certified mail the local Coast Guard Captain of the Port at least 5 calendar days prior to the first ocean disposal and provide a copy to the Contracting Officer. Include the following information in the notification:

- (1) Project designation; Corps of Engineers' Contracting Officer's name and contract number; and, the Contractor's name, address, and telephone number.
- (2) Port of departure.
- (3) Location of ocean disposal area.
- (4) Quantity of material to be deposited in ocean.
- (5) Schedule for ocean disposal, giving date and time proposed for first ocean disposal.

## 3.3 WORK AREA

The Contractor will be permitted to exclude the public from the work areas in the immediate vicinity of his dredging, transporting, and disposal operations. Prevent public access to the discharge end of the pipeline. Erect, maintain, and move as necessary, a restrictive barrier around the discharge of the hydraulic pipeline. Construct the barrier to prevent the public from approaching the discharge from any direction closer than 40 feet. Post signs in a conspicuous location with the wording "DANGER - HIGH PRESSURE DISCHARGE FROM DREDGE". Enforcement is the Contractor's responsibility at no additional cost to the Government. Coordinate enforcement with local enforcement agencies and will be subject to approval of the Contracting Officer. Additionally, place a safety person at the discharge end of the disposal pipeline. The safety person must always be present during discharge operations and will maintain radio communication between the dredge and the disposal operation.

### 3.3.1 Access

Provide and maintain access necessary for all equipment and plant to and from the work site, mooring area, and disposal area. Ascertain the environmental conditions which can affect the access such as climate, winds, currents, waves, depths, shoaling, and scouring tendencies.

### 3.3.2 Protection of Existing Waterways

Conduct operations in such a manner that material or other debris are not pushed outside of dredging limits or otherwise deposited in existing side channels, basins, docking areas, or other areas being utilized by vessels. Change the method of operations as may be required to comply with the above requirements. Should any bottom material or other debris be pushed into areas described above, as a result of the Contractor's operations, the same must be promptly removed by and at the expense of the

Contractor to the satisfaction of the Contracting Officer.

### 3.3.3 Adjacent Property and Structures

Dredging adjacent to any structure will not be permitted any closer than that shown on the drawings. Any damage to private or public property or structures resulting from the Contractor's negligence will result in suspension of dredging and require prompt repair at the Contractor's expense as a prerequisite to the resumption of dredging. Details for dredging adjacent to structures are shown on the drawings. For analysis concerning existing structures and dredging offsets within the Puma Energy Berth, see the 2022 Offset and 2023 Offset recommendations indicated in the paragraph REFERENCES above and included as a separate document. Also, see the 2023 Drawings indicated in paragraph REFERENCES above and included as a separate document for the latest survey for Puma Energy.

#### 3.3.3.1 Dredging Offset from Existing Structures

Submit XY points of the seaward face of any existing structures that requires a dredging offset to be established. Also submit the XY points of the projected dredging offsets. Refer to typical details on Sheet ID C-23 for details on establishing dredging offsets from existing structures. Collect XY points following the standards described in paragraph SURVEYS below.

### 3.3.4 Subaqueous Cable Crossings

Verify the locations and depths of all utility crossings and take precautions against damages which might result from the operations, especially the sinking of dredge spuds and/or anchors into the channel bottom, in the vicinity of utility crossings. If any damage occurs as a result of the operations, suspend dredging until the damage is repaired and approved by the Contracting Officer. Costs of such repairs and downtime of the dredge and attendant plant will be at the Contractor's expense.

### 3.4 CHARACTER OF MATERIALS

- a. Materials to be removed under this Contract are described in Section 00 31 32 GEOTECHNICAL DATA REPORT as referred to in Section 01 11 00 SUMMARY OF WORK.
- b. Due to typical harbor activities, debris such as trash, rope, chain, cable, tires, miscellaneous scrap metal, woody debris, etc., may be encountered in the channel. Bring all such materials to the surface and dispose of in a disposal area obtained by the Contractor in a manner approved by the Contracting Officer.

### 3.5 DISPOSAL OF EXCAVATED MATERIAL

#### 3.5.1 General

Transport and deposit material excavated in the disposal areas designated on the drawings. The approximate maximum and average distances to which the material will have to be transported are as follows:

Disposal Area	Maximum Distance	Average Distance
ODMDS (Ocean)	5.7 nautical miles	4.5 nautical miles



Place the material to be excavated according to the ESTIMATED EXCAVATION QUANTITIES table indicated on the drawings.

### 3.5.2 Ocean Dredged Material Disposal Site (ODMDS)

Transport and deposit the material excavated from the designated areas in the ODMDS shown on the drawings. Dump the material at the center of the ODMDS as shown on the drawings.

#### 3.5.2.1 Spillage

Water and excavated material will not be permitted to overflow, leak out, or spill out of the barges, dump scows, or hopper dredges while in transit to the ODMDS release zones. Transit to the ODMDS begins as soon as dredged material loading into the disposal vessel is completed and the vessel begins moving to the ODMDS. Failure to repair leaks or change the method of operation which is resulting in the overflow, leakage, or spillage will result in suspension of dredging operations and require prompt repair or change of operation to prevent overflow, leakage, or spillage as a prerequisite to the resumption of dredging. Appropriate measures may include, but are not limited to, up-to-date U.S. Coast Guard and/or American Bureau of Shipping certification of all disposal-related vessels, maintenance (inspection and/or replacement) of gaskets on barge doors, minimization of excess free liquids in barge loads, pre-transit testing of barge door hydraulics, and pre-transport verification of appropriate weather and sea state conditions. Notify the Contracting Officer within 24 hours if any apparent leaking or spilling of dredged material occurs as indicated by an average loss of draft during transit from the dredging area to the disposal release zones (forward draft loss plus aft draft loss divided by 2) in excess of 1.5 feet. Excessive leakage may be classified as a mis-dump and pay deducted for the entire load.

#### 3.5.2.2 Post-Dump Closure of Release Mechanisms

Close and seal all hopper doors, dump scow doors, or split hull dumping mechanisms prior to exiting the ODMDS site boundaries. In the case where the Contractor encounters a mechanical issue preventing hopper doors, dump scow doors, or split hull dumping mechanisms from fully closing, circle the operator within the boundaries of the ODMDS a minimum of three times prior to exiting the site. If a dump vessel exits the ODMDS with open doors, notify the Contracting Officer immediately of the occurrence. Resolve all mechanical issues prior to the vessel returning to service under this Contract and inform the Contracting Officer of the actions taken.

#### 3.5.2.3 Mis-Dump

Any scow load or hopper dredge load that is released outside the boundaries of the release zone as shown on the drawings will be classified as a mis-dump and will result in a suspension of dredging operations. Mis-dump material will be treated in accordance with the provisions of the subparagraph "Misplaced Material" below.

### 3.5.3 Dredge Pipelines

The Contractor may elect to use either submerged or floating pipelines unless otherwise directed.

#### 3.5.3.1 Dredge Discharge Pipeline

Plainly mark the pipeline access routes with conspicuous stakes, targets and/or buoys to be maintained throughout the contract operations. Maintain a tight dredge discharge pipeline to prevent spilling of dredged material or dredge water outside of the disposal area. Provide and maintain radio communication between the dredge and the disposal areas and the dredge and the Contracting Officer. Inspect the pipeline at least twice daily for leaks. Failure to immediately repair leaks in the discharge pipeline will result in suspension of dredging operations and require prompt repair of pipeline as a prerequisite to the resumption of dredging. Repair any damage to private or public property resulting from the Contractor's operations at the Contractor's expense.

#### 3.5.3.2 Submerged Pipeline

In the event the Contractor elects to submerge the pipeline, rest the pipeline on the bottom, and the top of the submerged pipeline and any anchor securing the submerged pipeline cannot be no higher than the required project depth for the channel in which the submerged pipeline is placed. If a pipeline material which is buoyant or semi-buoyant, such as PVC pipe or similar low-density materials is used, securely anchor the pipeline to prevent the pipeline from lifting off the bottom under any conditions. Conduct daily inspections of the submerged pipeline to ensure buoyancy has not loosened the anchors. Remove all anchors when the submerged pipeline is removed. Mark the location of the entire length of submerged pipeline with signs, buoys, lights, and flags conforming to U.S. Coast Guard regulations.

#### 3.5.3.3 Floating Pipeline

Should the Contractor's pipeline not rest on the bottom, it will be considered a floating pipeline and will be visible on the surface and clearly marked. In no case will the Contractor's pipeline be allowed to fluctuate between the surface and the bottom or lie partly submerged. Install lights on the floating pipeline as required in paragraph SIGNAL LIGHTS above. Support the lights either by buoys or by temporary piling, provided by the Contractor and approved by the Contracting Officer. Where the pipeline does not cross a navigable channel, space the flashing yellow all-around lights not over 200 feet apart, unless closer spacing is required by U.S. Coast Guard personnel, in which case the requirements of the U.S. Coast Guard will govern, at no additional cost to the Government.

#### 3.5.4 Booster Pumps

Install booster pumps at least 300 feet from any residential-type building or house. Provide booster pumps, their prime movers, and any auxiliary equipment fitted or equipped with mufflers, noise control enclosures, or other engineering noise control methods, measures, and features such that steady noise emanating from this equipment does not exceed 85 decibels on the A scale at slow response, and impulsive noise does not exceed 140 decibels. Maintain such items throughout the course of the work.

#### 3.5.5 Misplaced Material

Notify the U.S. Coast Guard Marine Safety Office of any misplaced material as stated in the Clause OBSTRUCTION OF NAVIGABLE WATERWAYS of Section 00700 CONTRACT CLAUSES in Volume 1. Materials deposited outside of the

disposal area(s) will be classified as misplaced material and will result in a suspension of dredging operations. Redredging of such materials will be required as a prerequisite to the resumption of dredging unless the Contracting Officer, at their discretion, determines that redredging of such material is not practical. If redredging of such material is not required, then the quantity of such misplaced material will be deducted from the Contractor's pay quantity. If the quantity for each misplaced load to be deducted cannot initially be agreed to by both the Contractor and Contracting Officer, then an average hopper/scow load quantity for the entire contract will be used in the determination. Materials deposited above the maximum indicated elevation or outside of the disposal area template shown will require the degrading or removal of such materials at the Contractor's expense. In addition, the Contractor must notify the Contracting Officer and the Environmental Protection Agency within 24 hours of a misplaced dump or any other violation of the Site Monitoring and Management Plan for San Juan Harbor ODMDS. Implement corrective actions by the next dump and inform the Contracting Officer of actions taken.

### 3.6 REQUIRED DEPTH, ALLOWABLE OVERDEPTH, AND SIDE SLOPES

#### 3.6.1 Acceptance Sections

For the purpose of acceptance, the work to be done is divided into acceptance sections as shown on the drawings. Should the acceptance sections be inappropriate for the Contractor's dredging plan, the acceptance sections, with the Contracting Officer's approval, may be modified. Submit proposed changes to the acceptance sections to the Contracting Officer in writing for approval in an acceptance sections plan. Approved changes will be as specified by the Contracting Officer's written dredging orders to the Contractor.

#### 3.6.2 Required Depth

The material actually removed from the designated areas to be dredged, to a depth of not more than the required depth shown on the drawings, will be estimated and paid for in accordance with the provisions contained in the subparagraphs EXCAVATION, UNCLASSIFIED of Section 01 22 00 MEASUREMENT AND PAYMENT.

#### 3.6.3 Allowable Overdepth

To cover the inaccuracies of the dredging process, material actually removed from the designated areas to be dredged, to a depth below the required depth of not more than the allowable overdepth shown on the drawings, will be measured and paid for in accordance with the provisions contained in the subparagraph EXCAVATION UNCLASSIFIED of Section 01 22 00 MEASUREMENT AND PAYMENT.

#### 3.6.4 Side Slopes

Although dredging of side slope material may be necessary to provide the required project channel dimensions (depth and width), the side slopes shown on the drawings are provided for payment purposes only. Side slopes may be formed by box cutting, step cutting, or dredging along the side slope. Material actually removed, within the limits approved by the Contracting Officer, to provide for final side slopes not flatter than that shown on the contract drawings, but not in excess of the amount originally lying above this limiting side slope, will be measured and paid

for in accordance with the provisions contained in subparagraphs EXCAVATION UNCLASSIFIED of Section 01 22 00 MEASUREMENT AND PAYMENT. Such amount will be estimated and paid for whether dredged in original position or by box cut dredging whereby a space is dredged below the allowable side slope plane on the bottom of the slope for upslope material capable of falling into the cut. End slopes and transition slopes will not be estimated or paid for under this contract. In such cases, a 0 horizontal on 1 vertical will be used with no upslope allowance provision applied outside the required prism.

### 3.6.5 Excessive Dredging

It is recognized that the limits of dredging need to extend beyond the pay prism in order to remove material from within the pay prism. Therefore, the limits of active dredging may exceed the limits of the pay prism in vertical dimension as well as horizontal dimension to the extent necessary to remove material from the pay prism. Indirect impacts (sideslope sloughing, etc.) may extend even beyond the limits of active dredging. Nevertheless, material taken from beyond the limits of the pay prism as described in subparagraphs ALLOWABLE OVERDEPTH and SIDE SLOPES above will be deducted from the total amount dredged as excessive overdepth dredging, or excessive sideslope dredging, for which payment will not be made. Nothing herein will be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of the paragraphs FINAL EXAMINATION AND ACCEPTANCE or SHOALING of this Section.

### 3.6.6 Areas to be Dredged

Based on information currently available to the Government, areas known to require dredging are depicted on the drawings as shaded areas. The actual areas to be dredged may vary from the shaded areas shown in the drawings. In order to provide the required project dimensions within and throughout the project limits shown on the drawings, remove material located within the project limits as directed by the Contracting Officer, regardless of whether the material is in a shaded area or not. Payment for all dredged material dredged from a shaded area will be made at the applicable contract unit price. Payment for all material dredged from a non-shaded area may be made at the applicable contract unit price; however, the Contractor may request an adjustment to the contract unit price in accordance with DFAR Clause 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT and/or FAR Clause 52.243-4 CHANGES of Section 00700 CONTRACT CLAUSES in Volume 1.

## 3.7 SURVEYS

### 3.7.1 General

Provide 10 days advance notice, in writing, to the Contracting Officer of the need for a pre-dredging survey or after-dredging survey for final acceptance for each acceptance section. Surveys will be performed in accordance with the paragraph QUANTITY SURVEYS of Section 00700 CONTRACT CLAUSES in Volume 1; paragraph LAYOUT OF WORK of Section 01 11 00 SUMMARY OF WORK; Section 01 45 05 DREDGING/BEACH FILL PLACEMENT - CONTRACTOR QUALITY CONTROL; EM 1110-1-1000, EM 1110-1-1002, EM 1110-1-1003, EM 1110-1-1005, EM 1110-1-2909, and EM 1110-2-1003; and, ERDC/ITL TR-19-7. A copy of the EM's can be downloaded from the following web site: <http://www.publications.usace.army.mil/USACEPublications/EngineerManuals.aspx>. A copy of the ERDC/ITL TR-19-7 can be downloaded from the following web site: <https://cadbmcenter.erdcdren.mil/default.aspx?p=a&t=1&i=2>.

### 3.7.2 Contractor Representative

The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made and will be offered the opportunity to be on board the Government survey vessel, but may decline the offer. All in-place measurement surveys and final acceptance sweep surveys will be performed by the Government. The Contractor's representative must be fully knowledgeable in offshore construction subsurface surveying procedures, techniques, equipment, and horizontal and vertical calibration methods, and state-of-the-art horizontal and vertical accuracy limitations. The Contractor's representative may observe and review, in progress, the adequacy and accuracy of the survey for in-place payment purposes, and for the potential existence of collusion, fraud, or obvious error in the data.

### 3.7.3 Survey Certification

- a. Immediately upon completion of any survey, the Contractor's representative, based on their on-site review of the survey execution, determine that the survey contains no evidence of collusion, fraud, obvious error, and that subsequent horizontal and vertical corrections are accurately annotated on the subsurface record.
- b. The Contractor's authorized representative must bring aboard the survey vessel a blank copy of the Certification Statement and attest to an acceptable survey by signing the Certification Statement before leaving the vessel. Sample copy of the Certification Statement is on the web site indicated in paragraph CONSTRUCTION FORMS AND DETAILS below.
- c. If the Contractor's authorized representative observes (and quantifies) specific documentary evidence of either fraud, collusion, or obvious error, the survey will be immediately rerun. Resurveys will totally supersede any previously run survey and will be run over the full reach of any Acceptance Section.
- d. If acceptability is not acquired after performing one resurvey of an Acceptance Section, a meeting will be held between the Contractor and the Contracting Officer to expeditiously resolve the issue causing rejection of the survey. Contractor equipment and personnel standby time to resolve acceptability of the survey will be at the Contractor's expense.
- e. In no case will a previously unacceptable survey be later judged acceptable by the Contractor; unless such a reassessment/reevaluation is performed within 24 hours after the original survey, and prior to initiating any resurvey action based upon identifiable collusion, fraud, or obvious error.
- f. Should the Contractor or their authorized representative refuse to certify to the acceptability of a survey for contract payment without identifiable collusion, fraud, or obvious error, then the following actions will follow:
  - (1) Preconstruction (pre-dredging) Survey: Do not commence excavation until representatives of the Contractor and Contracting Officer have met and resolved the basis for refusal of certification. Should the Contractor commence excavation prior to obtaining an

acceptable survey, the Contractor will be liable for any excavation performed. If a resurvey is performed, and accepted, prior excavation will not be measured, estimated, or paid for.

(2) Post-Construction (after-dredging) Survey: The 2-week survey window allowed under subparagraph EXCAVATION, UNCLASSIFIED of Section 01 22 00 MEASUREMENT AND PAYMENT will be indefinitely extended until a final survey is accepted. Any material accretion which might occur due to such a time extension will neither be measured, estimated, or paid for.

(3) Refusal to Certify: Contractor equipment and personnel standby time to resolve refusal to certify to the acceptability of a survey when there is no identifiable collusion, fraud, or obvious error will be at the Contractor's expense and resultant delays will not be the basis for time extensions of the contract.

g. Intermediate surveys taken between the pre-dredging and post-dredging surveys will not be considered for the purposes of determining quantities for final payment and acceptance of the area dredged.

#### 3.7.4 Tide Data

##### 3.7.4.1 Real Time Kinematic (RTK) GPS

The Government will utilize RTK GPS for determining Real Time water levels (tide corrections) for measurement and payment purposes. Provide all applicable RTK equipment for surveying and dredging operations.

##### 3.7.4.2 Kinematic Tidal Datum

A file listing the separations between NAVD 88 and the Chart Datum (Mean Lower Low Water) will be provided to the Contractor for entry into the hydrographic survey software. Obtain the Kinematic Tidal Datum file from the Construction Representative prior to commencing surveying and dredging operations.

#### 3.8 ENCOUNTER OF MUNITIONS AND EXPLOSIVE OF CONCERN (MEC) IN PROJECT AREA

##### 3.8.1 Munitions and Explosives of Concern (MEC)

Munition and Explosives of Concern (MEC) are military munitions that may pose unique explosives safety risks and include Unexploded Ordnance (UXO), Discarded Military Munitions (DMM), and Munitions Constituents (MC) present in high enough concentrations to pose an explosive hazard.

##### 3.8.2 Procedure Upon MEC Encounter

Use due caution when working in coastal areas. In the event a suspect MEC is encountered, follow the 3Rs of explosive safety: Recognize, Retreat, Report. Recognize that munitions are dangerous; Retreat - do not approach, touch, move or disturb it, but carefully leave the area; and Report immediately what you saw and where you saw it to local law enforcement - call 911 and then inform the Contracting Officer. Cease all work efforts until the suspect MEC has been evaluated by emergency response personnel. In the event that the suspect MEC is positively identified as MEC, cease further work efforts until a new MEC probability assessment has been conducted.

### 3.8.3 Munition Use and Disposal Throughout Puerto Rico

More information on the FUDS program and sites throughout Puerto Rico can be found at the below web address.

<https://www.usace.army.mil/Missions/Environmental/Formerly-Used-Defense-Sites/FUDS-GIS>

The militaries of the U.S. and other countries have conducted live-fire training and combat operations at sea for centuries, and commonly disposed of excess, obsolete, and unserviceable munitions in coastal waters.

## 3.9 INSPECTION

### 3.9.1 Quality Assurance Representative (QAR)

The QAR will be notified prior to the establishment of horizontal control work (baseline layout, ranges, station flags, shore-based control for EPS/RPS, etc.) and vertical control work (tide staff(s), upland cross sections, construction elevations top/invert, maximum/minimum elevations of dredged materials within disposal area(s), etc.), but the presence or absence of the QAR will not relieve the Contractor of their responsibility for proper execution of the work in accordance with the specifications. The Contractor will be required:

- a. To furnish, on the request of the Contracting Officer or any QAR, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work.
- b. To furnish, on the request of the Contracting Officer or any QAR, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the disposal area.

### 3.9.2 Failure to Comply

In conjunction with the Clause INSPECTION OF CONSTRUCTION of Section 00700 CONTRACT CLAUSES of Volume 1, should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer and the cost thereof will be deducted from any amounts due or to become due the Contractor.

## 3.10 FINAL EXAMINATION AND ACCEPTANCE

### 3.10.1 Final Examination of Work

As soon as practicable and no later than two (2) weeks after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dragging the bottom in accordance with the subparagraph BED LEVELING below or by dredging at the contract rate of dredging.

The minimum depth is the shoalest depth within a cell. The cell size used for minimum depth is three by 3 feet. Assess shoals above grade based on multiple hits, a minimum of 3 hits, over successive passes. A single high

spot unsupported by other data would be disregarded. This data will follow guidance as described in Table 11-2-page 11-44 Dredge Clearance & Acceptance Surveys (Shoal/Strike detection) of EM 1110-2-1003. The purpose of the minimum depth dataset was, and is, used only for the purpose to accept an area for clearance to the required prism (required depth), shoal strike detection purposes, and not to be used for dredging payment purposes.

The Contractor or authorized representative will be notified when soundings and/or sweepings are to be made and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent soundings or sweeping operations will be charged against the Contractor at the rate of \$10,500 per day for each day in which the Government plant is engaged in sounding or sweeping and/or is in route to or from the site or held at or near the said site for such operation.

#### 3.10.2 Bed Leveling

Bed leveling by dragging the bottom with a drag bar or other apparatus will be allowed in the designated dredging areas indicated on the drawings. Dragging in areas outside of the designated dredging areas shown on the drawings is specifically prohibited without written approval of the Contracting Officer. Submit drawings and one photograph showing drag bar equipment used for final leveling work.

#### 3.10.3 Bed Leveling - Reporting and Documenting

Fully document all bed leveling activity including date and time for initiation and completion of bed leveling in the Contractor's Quality Control Report (QCR).

#### 3.10.4 Final Acceptance

Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud or obvious error, and the acceptance of a completed section will not change the time of payment of the retained percentages of the whole or any part of the work.

#### 3.11 SHOALING

If, before the Contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel because of the natural lowering of the side slopes, redredging at contract price, within the limits of available funds may be done if agreeable to both the Contractor and the Contracting Officer.

#### 3.12 CONTINUITY OF WORK

Progress payments will be made as work progresses in accordance with 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014) and subparagraph "Excavation, Unclassified" of Section 01 22 00 MEASUREMENT AND PAYMENT. Full payment for and formal acceptance of acceptance sections will not be rendered until the acceptance section and the first 100 feet of area of all adjacent acceptance sections bordering subject



section is excavated to the full depth and extent required by this contract. Nor will full payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the Contracting Officer. In order to ensure proper measurement and payment of acceptance sections, the Government will extend pre-dredge surveys into adjacent sections a minimum of 100 feet.

### 3.12.1 Continuity of Work for Maintenance Dredging

The following conditions apply only for work associated with maintenance dredging areas. Progress payments will be made as work progresses in accordance with 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014) and subparagraph "Excavation, Unclassified" of Section 01 22 00 MEASUREMENT AND PAYMENT. Full payment for and formal acceptance of acceptance sections will not be rendered until the acceptance section and the first 100 feet of area of all adjacent acceptance sections bordering subject section is excavated to the full depth and extent required by this contract, unless prevented by in-situ rock. Nor will full payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the Contracting Officer. In order to ensure proper measurement and payment of acceptance sections, the Government will extend pre-dredge surveys into adjacent sections a minimum of 100 feet.

### 3.13 NOISE CONTROL

Equip all equipment and dredge/barges, boats, and tugs used on this work with satisfactory mufflers or other noise abatement devices. Conduct the operations to comply with all Federal, Commonwealth and local laws pertaining to noise. Limit the use of horns and whistle signals to the minimum necessary in order to ensure as quiet an operation as possible.

### 3.14 GENERAL DREDGING SAFETY REQUIREMENTS

#### 3.14.1 Dredge Plant Restriction Definitions

To increase the safety of dredges on Federal contracts, the contract plans, and specifications may identify a location within the Federal channel (usually indicated by a channel station or navigation aid) requiring minimum equipment standards. This is a Certification Required Line (CRL). The following are specific designations that may apply to this Contract.

##### 3.14.1.1 Certification Required Line - Coast Guard Inspected (CRL-C)

A designation of Certification Required Line - Coast Guard inspected (CRL-C) means only dredges with a current U.S. Coast Guard Certificate of Inspection for the intended use of the vessel will be allowed to work seaward of this line under this Contract. The inspections will include both topside and drydock. The inspection of the topside would have been conducted with 15 months prior to the date that dredging commences. The drydock inspection would have occurred within 3 years prior to the date that dredging commences.

##### 3.14.2 Certification of Attendant and Auxiliary Plant

In addition to the requirements of EM 385-1-1, Section 19, Subparagraph 19.A.01.b., all supporting floating plant for dredging operations (to

San Juan Harbor Construction and Maintenance Dredging  
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include, but not limited to, anchor barges, deck barges, deck/work barges, tug boats, tenders, workboats, pump-out barges, derrick barges, and spider barges) must have a current marine survey inspection certificate. The only exceptions to this requirement include pipeline support pontoons or floats and outboard skiffs under 16 feet in length. The certification must be issued by a licensed and accredited marine surveyor within the previous 12 months. The marine surveyor must be accredited by either the National Association of Marine Surveyors or the Society of Accredited Marine Surveyors. No attendant plant that does not have a valid certification will be used on this Contract. The certifications and inspection must be appropriate for the intended use of the plant in all locations specified in this Contract. Prior to commencement of work, submit marine survey inspection certificates of all floating plant and equipment.

3.14.3 Minimum Tow-Boat Requirements

In addition to the requirements of EM 385-1-1, Section 19, Subparagraph 19.A.03.e., when dredging with non-self-propelled dredges seaward of the CRL-C, provide the following.

- a. One primary towboat of adequate size and horsepower to move all attendant and support plant against prevailing tides, currents, and winds during normal and severe weather conditions. Always make the towboat available within the project work area.
- b. A towboat(s) of adequate size and horsepower to move the dredge(s) against prevailing tides, currents, and winds during normal and severe weather conditions must be able to mobilize to the work site, and move the dredge(s) to safe harbor with 4 to 6 hours of first notification.

3.14.4 Harbor Specific Dredging Restrictions

3.14.4.1 San Juan Harbor

A CRL-C is established for dredging in Cuts 3, 4, 5 and 6. Inland of the CRL-C line, dredges that do not possess a Coast Guard certification may work in accordance with standard Coast Guard regulation.

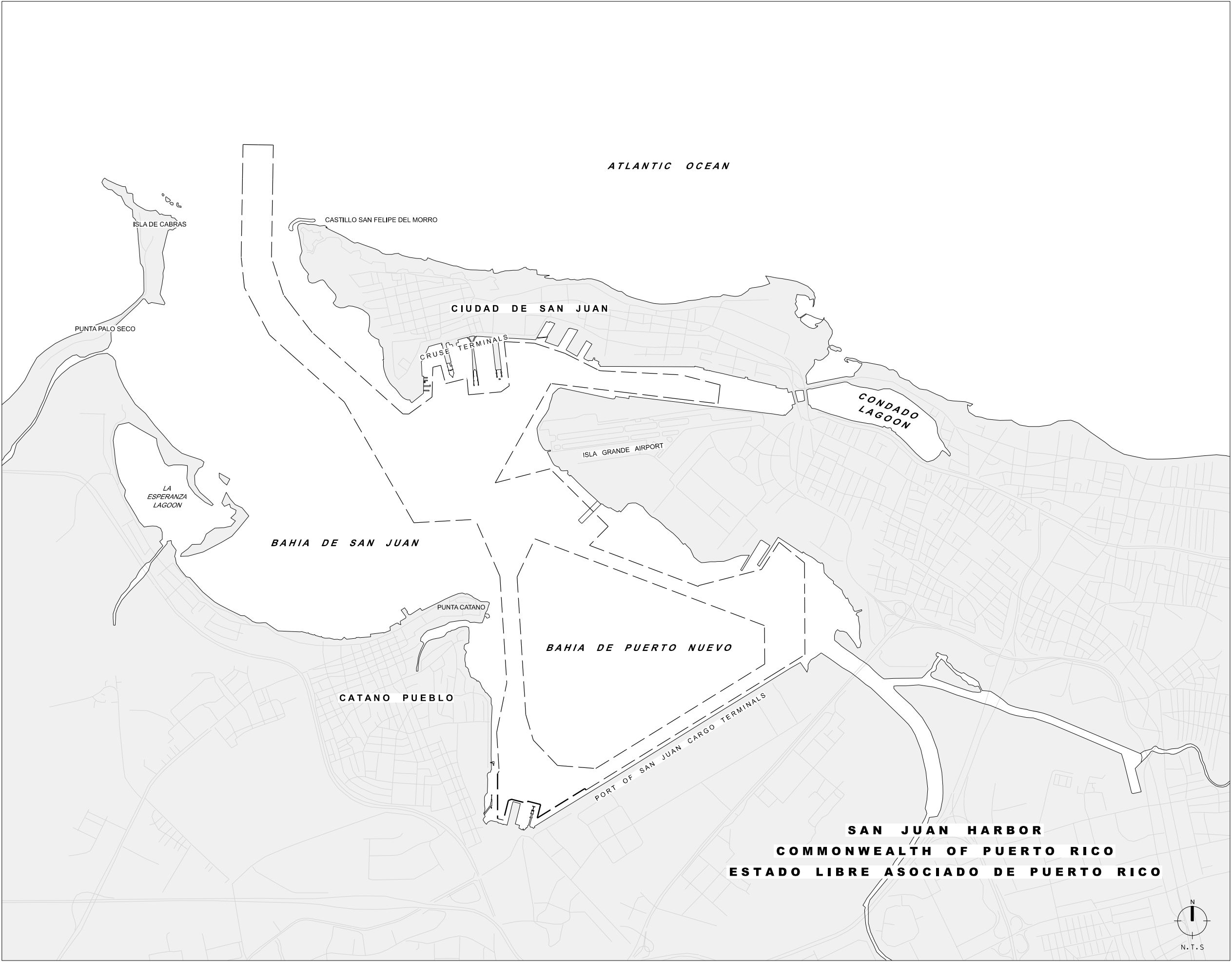
3.15 CONSTRUCTION FORMS AND DETAILS

See the CONSTRUCTION FORMS & DETAILS module at the following web address:  
<http://www.saj.usace.army.mil/About/Divisions-Offices/Engineering/Design-Branch/Specifications-Section/>






-- End of Section --



SAN JUAN HARBOR  
CONSTRUCTION AND MAINTENANCE DREDGING  
44-FOOT & 36-FOOT PROJECT  
SAN JUAN, PUERTO RICO



SOLICITATION NO.: W912EP23B0008

SHEET INDEX	
SHEET ID	SHEET TITLE
GENERAL	
G-01 	COVER AND SHEET INDEX
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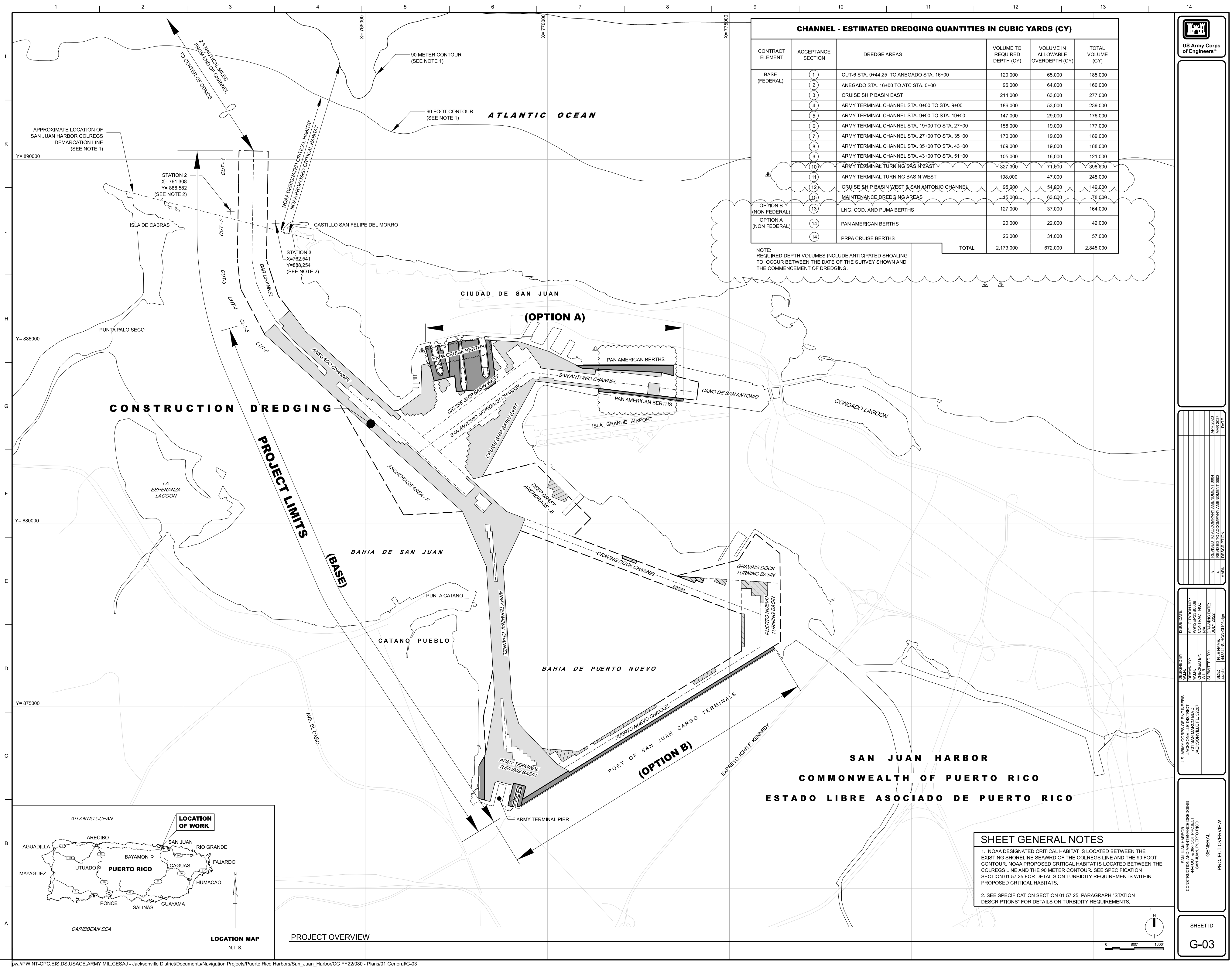
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U.S. ARMY CORPS OF ENGINEERS JACKSONVILLE DISTRICT 701 SAN MARCO BLVD JACKSONVILLE FL 32207	DESIGNED BY: W.L.R.	ISSUE DATE: JULY 2022
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SAN JUAN HARBOR  
CONSTRUCTION AND MAINTENANCE DREDGING  
44-FOOT & 36-FOOT PROJECT  
SAN JUAN, PUERTO RICO

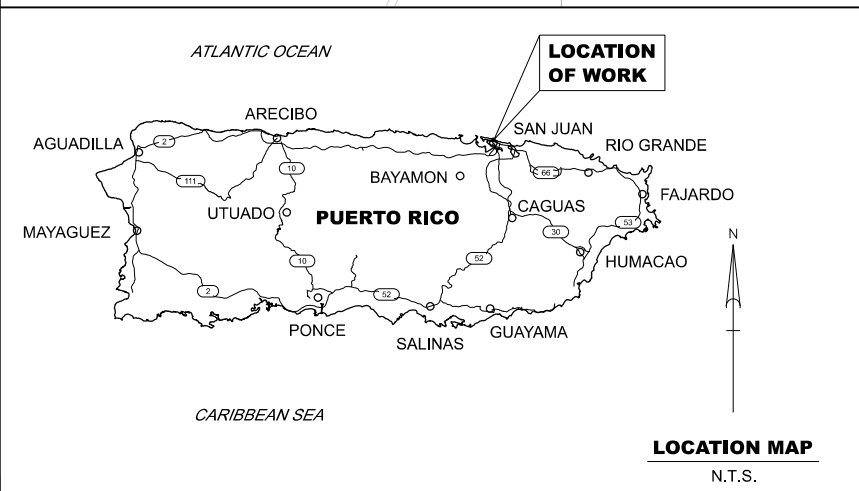
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G-01



CHANNEL - ESTIMATED DREDGING QUANTITIES IN CUBIC YARDS (CY)					
CONTRACT ELEMENT	ACCEPTANCE SECTION	DREDGE AREAS	VOLUME TO REQUIRED DEPTH (CY)	VOLUME IN ALLOWABLE OVERDEPTH (CY)	TOTAL VOLUME (CY)
BASE (FEDERAL)	1	CUT-6 STA. 0+44.25 TO ANEGADO STA. 16+00	120,000	65,000	185,000
	2	ANEGADO STA. 16+00 TO ATC STA. 0+00	96,000	64,000	160,000
	3	CRUISE SHIP BASIN EAST	214,000	63,000	277,000
	4	ARMY TERMINAL CHANNEL STA. 0+00 TO STA. 9+00	186,000	53,000	239,000
	5	ARMY TERMINAL CHANNEL STA. 9+00 TO STA. 19+00	147,000	29,000	176,000
	6	ARMY TERMINAL CHANNEL STA. 19+00 TO STA. 27+00	158,000	19,000	177,000
	7	ARMY TERMINAL CHANNEL STA. 27+00 TO STA. 35+00	170,000	19,000	189,000
	8	ARMY TERMINAL CHANNEL STA. 35+00 TO STA. 43+00	169,000	19,000	188,000
	9	ARMY TERMINAL CHANNEL STA. 43+00 TO STA. 51+00	105,000	16,000	121,000
	10	ARMY TERMINAL TURNING BASIN EAST	327,000	71,000	398,000
	11	ARMY TERMINAL TURNING BASIN WEST	198,000	47,000	245,000
	12	CRUISE SHIP BASIN WEST & SAN ANTONIO CHANNEL	95,000	54,000	149,000
	15	MAINTENANCE DREDGING AREAS	15,000	63,000	78,000
	13	LNG, COD, AND PUMA BERTHS	127,000	37,000	164,000
	14	PAN AMERICAN BERTHS	20,000	22,000	42,000
OPTION B (NON FEDERAL)	14	PRPA CRUISE BERTHS	26,000	31,000	57,000
TOTAL			2,173,000	672,000	2,845,000

NOTE:  
REQUIRED DEPTH VOLUMES INCLUDE ANTICIPATED SHOALING TO OCCUR BETWEEN THE DATE OF THE SURVEY SHOWN AND THE COMMENCEMENT OF DREDGING.



PROJECT OVERVIEW

SAN JUAN HARBOR  
COMMONWEALTH OF PUERTO RICO  
ESTADO LIBRE ASOCIADO DE PUERTO RICO

- SHEET GENERAL NOTES**
- NOAA DESIGNATED CRITICAL HABITAT IS LOCATED BETWEEN THE EXISTING SHORELINE SEAWARD OF THE COLREGS LINE AND THE 90 FOOT CONTOUR. NOAA PROPOSED CRITICAL HABITAT IS LOCATED BETWEEN THE COLREGS LINE AND THE 90 METER CONTOUR. SEE SPECIFICATION SECTION 01 57 25 FOR DETAILS ON TURBIDITY REQUIREMENTS WITHIN PROPOSED CRITICAL HABITATS.
  - SEE SPECIFICATION SECTION 01 57 25, PARAGRAPH "STATION DESCRIPTIONS" FOR DETAILS ON TURBIDITY REQUIREMENTS.

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U.S. ARMY CORPS OF ENGINEERS  
JACKSONVILLE DISTRICT  
SAN JUAN HARBOR DREDGING  
SAN JUAN, PUERTO RICO

GENERAL

PROJECT OVERVIEW

SHEET ID

G-03

