

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO.  W912P423B0001	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  13-Jan-2023	PAGE OF PAGES  1 OF 40
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY  U.S. ARMY ENGINEER DISTRICT, BUFFALO 1776 NIAGARA STREET BUFFALO NY 14207-3199  TEL: 716.879.4173		CODE  W912P4	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME  PETER R GEMBALA		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>  716.879.4221		
<b>SOLICITATION</b>					
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  The Cleveland Harbor Maintenance Dredging project consists of, but not limited to, furnishing all labor, materials, and equipment necessary to dredge the Federal Channel of Cleveland, Ohio on Lake Erie, as more specifically described herein.  The NAICS Code is 237990-Size Standard for Dredges is \$32,500,000.00. The project is a set a side 100% for small business. The Government intends to award one Firm Fixed-Price contract. See Section 01 35 13 Part 1.2.1 for FAR Clauses 52.211-10 for period of performance. The Construction Wage Determination (WD) is IL 20230018 dated 06 Jan 2023. Bid Guarantee is required. See FAR Clause 52.228-1 Bids will be submitted through PIEE. See Section 00 21 13 -Instruction to Bidders for instructions. This solicitation has a Bidding Schedule in Section 00 21 13. The Estimated Magnitude of this project is between \$5,000,000 and \$10,000,000. Bid received by facsimile will not be considered.					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>246</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See FAR 52.211-10)					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i>  <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS  10	
13. ADDITIONAL SOLICITATION REQUIREMENTS:  A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>03:00 PM</u> (hour) local time <u>15 Feb 2023</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.  C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.  D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					



**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

**SEE SCHEDULE OF PRICES**

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ **28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED  
TO SIGN *(Type or print)*

30B. SIGNATURE

30C. DATE

☐ **29. AWARD** *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

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

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE



## **INSTRUCTIONS**

### **1. PROPOSAL SUBMISSION INSTRUCTIONS**

**Electronic Submission:** Electronic copies of each volume shall be submitted through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) suite at <https://piee.eb.mil/>. Proposals submitted by mail or hand carried will not be evaluated. Proposals sent through proprietary or third-party File Transfer Protocol (FTP) sites or DoD SAFE will not be retrieved. It is the responsibility of the Offeror to confirm receipt of proposals. All proposals received after the exact time specified for receipt shall be treated as late submissions and will not be considered except under facts and circumstances allowed by the FAR. For instructions on how to post an offer, please refer to the Posting Offer demonstration: [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 proposal by emailing the Contracting Officer, Jeffrey Ernest at [Jeffrey.G.Ernest@usace.army.mil](mailto:Jeffrey.G.Ernest@usace.army.mil) or Contract Specialist, Peter Gembala at [Peter.R.Gembala@usace.army.mil](mailto:Peter.R.Gembala@usace.army.mil). If the Solicitation Module is down, the alternate method for proposal submission is via email to the Contracting Officer and Contract Specialist identified in the preceding sentence. The Offeror must obtain prior approval from the Contracting Officer or Contract Specialist to use the alternate submission method. Offeror requests to use the alternate submission method must be received by the Contracting Officer or Contract Specialist no later than 36 hours prior to the proposal submission deadline.

Offerors are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission. Electronic copies of each volume shall be compatible with Adobe Acrobat Reader 11. Narrative portions of the proposal shall be in Adobe Acrobat portable document file (pdf) searchable text format. The Offeror shall not embed sound or video (e.g., MPEG) files into the proposal files. Electronic files shall be clearly identified for each volume, section, and item.

**File Naming Convention:** 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:

- W912P423B0001-FIRMNAME-Bid
- W912P423B0001-FIRMNAME-Amendments
- W912P423B0001-FIRMNAME-Bid Bonds

:

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

**Upload Completion & Deadline:** Interested parties shall submit responses no later than the date specified on the solicitation document. The time & date of bid receipt will be the upload completion / delivery time & date recorded within PIEE site. Do not assume that electronic submission will occur instantaneously. Large files (e.g. 10MB or more) will take some time to upload. 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. Bidders are encouraged to keep a copy of the upload confirmation for their record. Submissions after the deadline will be considered late and will be processed in accordance with FAR 14.304.

**Electronic Files:** Files shall be in their native format (i.e. doc, xls, ppt, etc.), or if in pdf format, shall be in searchable text. Text and graphics portfolios of the electronic copies shall be in a format readable by Microsoft Office or Adobe applications. Data submitted in a spreadsheet format shall be readable by MS Excel (all cells and formulas should be unlocked).

### **2. INTENT**

The intent of this solicitation is to award one (1) firm fixed-price construction contract for the FY23 Cleveland



Harbor Maintenance Dredging requirement.

### 3. BASIS OF SELECTION OF AWARD

A. Award shall be made to the lowest priced bidder who is found to be responsive and responsible. See FAR Subpart 9.1, Responsible Prospective Contractors and FAR Provision 52.214-19, Contract Award—Sealed Bidding—Construction, for more information.

B. In accordance with FAR Provision 52.217-5, the Government intends to evaluate bids for award purposes by adding the total price for all options to the total price for the basic requirement.

### 4. SITE VISIT

A. As indicated in FAR Provision 52.236-27 SITE VISIT (CONSTRUCTION), visits to the project site can be scheduled on an individual basis. The Government's Point of Contact for coordinating visits is Peter Gembala at [peter.r.gembala@usace.army.mil](mailto:peter.r.gembala@usace.army.mil) or call 716-879-4221.

B. Prospective contractors are strongly encouraged to visit the project site prior to preparing and submitting any bid.

### 5. REGISTRATION IN SAM

A. The System for Award Management (SAM) is the Government's online database of federal contractors. Contractors self-register in SAM at the website [www.sam.gov](http://www.sam.gov). Registration is free to all users.

B. In accordance with FAR Provision 52.204-7 SYSTEM FOR AWARD MANAGEMENT, a bidder must be registered in SAM when submitting an offer and must continue to be registered until time of award, during performance, and through final payment of any contract.

C. Bidders who are not currently registered in SAM with the NAICS Code that is indicated in Block 10, at the front of this Solicitation, are encouraged to start the registration process as soon as possible to ensure that it is complete prior to submission of any bid.

D. See FAR Provision 52.204-7 for more information.

### 6. REQUESTS FOR INFORMATION

A. Questions/Inquiries. All questions pertaining to this requirement shall be submitted by e-mail no later than, **27 January 2023, 10 A.M. Eastern Time**. The offeror shall put the solicitation number located in Block 1 of the SF 1442 followed by QUESTIONS in the subject line of the email. All questions received after the above date and time WILL NOT BE ANSWERED.

a. Questions shall be submitted too: Jeffrey G. Ernest, Contracting Officer at [Jeffrey.G.Ernest@usace.army.mil](mailto:Jeffrey.G.Ernest@usace.army.mil)

b. Peter Gembala, Contract Specialist at [Peter.R.Gembala@usace.army.mil](mailto:Peter.R.Gembala@usace.army.mil)

B. Once all inquiries are compiled and addressed, the questions and answers will be generated as an amendment and posted to the [beta.sam.gov](http://beta.sam.gov) website for all interested parties to view/acknowledge to be sent in with their submission prior to the closing date. If additional time is needed for submission, this extension will be executed on the same amendment as the questions and answers amendment.

### 7. OFFEROR'S QUESTIONS AND COMMENTS

Technical inquiries and questions relating to proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at <http://www.ProjNet.org/ProjNet>. As noted below, offerors shall not submit their proposals via ProjNet. Offerors shall submit their proposals in accordance with the provisions stated in the solicitation.



To submit and review bid inquiry items, bidders will need to be a current registered user or self-register into system.

The Solicitation Number is: **W912P423B0001**

The Bidder Inquiry Key is: **RQPJCN-D4G5H9**

#### **Specific Instructions for ProjNet Bid Inquiry Access:**

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
2. Identify the Agency. This should be marked as USACE.
3. Key. Enter the Bidder Inquiry Key listed above.
4. Email. Enter the email address you would like to use for communication.
5. Select Continue. A page will then open stating a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Select Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

#### **Specific Instructions for Future ProjNet Bid Inquiry Access:**

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
3. Identify the Agency. This should be marked as USACE.
4. Key. Enter the Bidder Inquiry Key listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Select Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

From this page you may view all bidder inquiries or add an inquiry.

Bidders will receive an acknowledgement of their question via email, followed by an answer to their question after it has been processed by our technical team.

Offerors are requested to review the specification in its entirety and to review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.

The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

Information concerning the status of the evaluation and/or award will NOT be available after receipt of bids/proposals.

#### **NOTES:**

1. Offerors shall not submit their proposals via ProjNet, but in accordance with the provisions stated in the solicitation. Any questions regarding acceptable means of submitting offers shall be made directly to the Contract Specialist identified in the solicitation.



2. Government responses to technical inquiries and questions relating to proposal procedures or bonds that Are submitted to ProjNet in accordance with the procedures above are not binding on the Government unless an amendment is issued on Standard Form 30. In the case of any conflicts, the solicitation governs. Any changes or revisions to the solicitation will be made by formal amendment. Government responses will be limited to: (a) Notice that an amendment will be issued; (b) Reference to an existing requirement contained in the solicitation; or (c) Notice that a response is not necessary.
3. The ability to enter technical inquiries and questions relating to proposal procedures or bonds will be disabled seven (7) calendar days prior to the closing date stated in the solicitation. No Government responses will be entered into the ProjNet system within five (7) calendar days prior to the closing date stated in the solicitation.

## **8. SUBMISSION OF BIDS**

A. All Bidders are reminded to complete and submit with their bid all FAR and DFARS Provisions related to Representations and Certifications.

B. Bidders shall complete and submit any additional full text certifications that are included in the solicitation. An offeror may also complete the certifications at <https://piee.eb.mil/> in lieu of completing the representations and certifications in this solicitation provided that all the FAR and DFARS certifications contained in the solicitation have been completed on line.

C. All Bidders shall be registered at <https://www.sam.gov> with the NAICS code that is shown on the front page of the solicitation prior to contract award.

D. Remember to fill in and sign the Standard Form 1442, from the front of the Solicitation, before submitting your bid.

E. E-Bids shall be completely uploaded into <https://piee.eb.mil/> by the date and time indicated in Block 13 on page 1.

## **9. BID OPENING**

A public Bid Opening will be conducted via teleconference, at the date and time indicated for receipt of bids/offers in Box 13 of the Standard Form 1442 at the front of this solicitation. The Bid Opening will be broadcast via live audio telephone conference. Interested parties may access the conference by calling one of the following numbers and entering the access code when prompted. Callers may log into the conference up to 5 minutes before the stated time.

### AUDIO CONFERENCE ACCESS INFORMATION:

USA Toll-Free: 844-800-2712

USA Caller Paid/International Toll: 669-234-1177

ACCESS CODE: 2762 236 3736

SECURITY CODE: xxxxx

## **10. FACSIMILE BIDS/OFFERS NOT ACCEPTED**

Facsimile bids/offers, modifications thereto, or cancellations of bid/offers will not be accepted.

## **AMENDMENTS**

Acknowledgement of each amendment by the Bidder must be made in the space provided on the SF 1442, or by returning a signed copy of the amendment by the time set for receipt of bids. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective Bidders via the website <https://piee.eb.mil/>.

**NOTE: Failure to comply with the above instructions may result in an offeror not being eligible for award**



## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-3	Amendments To Invitations For Bids	DEC 2016
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	DEC 2016
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.217-5	Evaluation Of Options	JUL 1990
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.215-7008	Only One Offer	JUL 2019

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(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)

## 52.228-1 BID GUARANTEE (SEP 1996)



- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Jeffrey G. Ernest, U.S. Army Corps of Engineers, Buffalo District, 1776 Niagara Street, NY 14207.**
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) Site visits may be arranged during normal duty hours by contacting:  
**Peter Gembala at [peter.r.gembala@usace.army.mil](mailto:peter.r.gembala@usace.army.mil) or 716-879-4221.**

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its



quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

#### 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

No alterations have been made.

#### 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 Supplemental (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)



## Section 00 45 00 - Representations and Certifications

REPRESENTATION & CERTIFICATION

## COMPANY NAME AND ADDRESS:

\_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

BUSINESS SIZE (select one) Large Business \_\_\_\_\_ Small Business \_\_\_\_\_

HUBZone Business \_\_\_\_\_ 8A \_\_\_\_\_

Woman-Owned \_\_\_\_\_ Service-Disabled Veteran-Owned \_\_\_\_\_

Contractor is registered with SAM: \_\_\_\_\_ YES \_\_\_\_\_ NO (See FAR 52.204-7)

TAX ID # \_\_\_\_\_

INDICATE Unique Entity Identifier (previously DUNS NUMBER) \_\_\_\_\_

(Note: Unique Entity Identifier (FAR 52.204-7) is a 9 digit numeric code.

CAGE NO. \_\_\_\_\_

## CLAUSES INCORPORATED BY REFERENCE

252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

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

(2) The small business size standard is \$32,500,000.00.

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



- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
  - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
  - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- (        ) Paragraph (d) applies.
  - (        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
    - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
    - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
    - (C) The solicitation is for utility services for which rates are set by law or regulation.
  - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
  - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
  - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
  - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
    - (A) Are not set aside for small business concerns;
    - (B) Exceed the simplified acquisition threshold; and
    - (C) Are for contracts that will be performed in the United States or its outlying areas.



(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

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



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

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.



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

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

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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



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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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



## (ii) For covered services--

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

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

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

## (i) For covered equipment--

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

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

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

## (ii) For covered services--

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

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

(End of provision)

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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



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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

\_\_\_\_ (1) The Offeror certifies that--



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

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

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

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

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

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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



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

(d) Do not submit an offer unless--

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

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

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

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

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

(End of provision)

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

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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



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

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

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

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

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

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

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

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

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

\_\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_\_ Use with Alternate I.

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

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

\_\_\_\_ Use with Alternate I.

\_\_\_\_ Use with Alternate II.

\_\_\_\_ Use with Alternate III.

\_\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in



this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date \_\_\_\_]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

#### 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

#### 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, 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.

(c) Procedures. The Offeror 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) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)



## Section 00 70 00 - Conditions of the Contract

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-26	Audit and Records--Sealed Bidding	JUN 2020
52.214-27 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding (DEVIATION 2022-O0001)	OCT 2021
52.214-28 (Dev)	Subcontractor Certified Cost Or Pricing Data--Modifications--Sealed Bidding (DEVIATION 2022-O0001)	OCT 2021
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003



52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-O0016)	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15 (Dev)	Performance and Payment Bonds-Construction. (Deviation 2020-O0016)	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013



52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2022
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988



252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	AUG 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.



(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.



(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **246 calendar days after notice to proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,625.00** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the options by written notice to the Contractor **prior to 01 May 2023 for Option "A" and prior to 15 October 2023 for Option "B"**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (OCT 2022)

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

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

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

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



- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are—
  - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are—
  - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
  - (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:
    - (i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.
    - (ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
  - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
  - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
  - (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –
    - [Contracting Officer check as appropriate.]
    - \_\_\_ By the end of the base term of the contract and then by the end of each subsequent option period; or
    - \_\_\_ By the end of the performance period for each order issued under the contract.
  - (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
- (g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
- (1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint



venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

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

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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



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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under 237990 assigned to contract number TBD.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.



(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

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

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

(End of clause)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
16.1%	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 **Cuyahoga County, Ohio, City of Cleveland**.

(End of provision)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

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

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

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

(End of clause)

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

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



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

(End of clause)

52.225-11 BUY AMERICAN --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS  
(DEVIATION 2020-O0019) (OCT 2022) ALTERNATE I (JAN 2021)

(a) Definitions. As used in this clause—

Bahrainian, Mexican, or Omani construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

Caribbean Basin country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.



Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both—
  - (i) An unmanufactured construction material mined or produced in the United States; or
  - (ii) A construction material manufactured in the United States, if—
    - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
    - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Free Trade Agreement country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or



(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, United States-Mexico-Canada Agreement, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate "none")

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

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.



(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

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

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

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]



(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE II (JUN 2009)

(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 Act-- Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

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

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

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

(d) Alternate offers.

(1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman 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 other than Bahrainian, Mexican, or Omani 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 other than Bahrainian, Mexican, or Omani 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)

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



2020)

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

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

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

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

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if--
  - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
  - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--
  - (1) It ☐ is ☐ is not a foreign person; and
  - (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--
  - (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
  - (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.



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

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

(End of provision)

#### 52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **survey and sounding**.

(b) Weather conditions **See Paragraph 3.12 entitled 'TIME EXTENSION FOR UNUSUALLY SEVERE WEATHER' of Section 35 20 23.**

(c) Transportation facilities **the location is served by railroads and major highways. The Contractor shall investigate and obtain the necessary information and data regarding the availability and uses of access roads, dock facilities, highway and railroad facilities to the site of the work. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary permits to operate on or across public highways and roads and railroads in connection with the prosecution of the contract work. See FAR Clause 52.236-7 "Permits and Responsibilities".**

(d) Lake Levels: **Data from forecasts are available through the following web site:**

<https://www.lre.usace.army.mil/Missions/Great-Lakes-Information/Great-Lakes-Water-Levels/Water-Level-Forecast/Weekly-Great-Lakes-Water-Levels/>

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>



(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

Title	File	Drawing No.
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Cover Sheet		G-0001
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(End of clause)

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

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

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

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

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

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

(i) Actual mobilization costs at completion of mobilization;

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

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

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



## Section 00 73 00 - Supplementary Conditions

UAI 5122.1302-100

**UAI 5122.1302-100****Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts**

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.37 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

U.S. Department of Labor Veterans' employment and Training Services (VETS):

<https://www.dol.gov/vets/>

Federal Veteran Employment Information: <https://www.fedshirevets.gov/>

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

U.S. Army Warrior Transition Command Employment Index:

<https://wtc.army.mil/modules/employers/index.html>

Hiring Our Heroes: <https://www.uschamberfoundation.org/hiring-our-heroes/>

AT/OPSEC

AT/OPSEC

**Access and General Protection/Security Policy and Procedures**

All contractor and all associated sub-contractors' employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should be Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

**Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something):**

All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

**Pre-screen candidates using E-Verify Program:**



Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/ eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.



**SECTION 00 10 00**  
**BIDDING SCHEDULE A**

The work pursuant to terms and conditions of this contract will consist of dredging and placement of dredged material into the Government-furnished Placement Site and contractor furnished Site , as shown on the contract drawings, in accordance with these specifications.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
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**Spring Dredging**

1	Mobilization and Demobilization	1	JA		\$ _____
2	Dredging: Upper Cuyahoga River STA ( 0+00 - 29+00) and (31+00 - 40+00) w/ placement in Contractor-furnished Placement Site	50,000	CY	\$ _____	\$ _____ -
3	Dredging: Remaining Cuyahoga River STA (40+00 - Lake) and the Old River STA (11+00 - 56+42) w/ <b>mechanical placement</b> in Government-furnished Placement Site	150,000	CY	\$ _____	\$ _____ -
Total Estimated Amount (Items 1 ~ 3)				\$ _____	-

**Fall Dredging**

4	Mobilization and Demobilization	1	JA		\$ _____
5	Dredging: Upper Cuyahoga River STA(0+00 - 29+00) and (31+00 - 40+00) W/ placement in Contractor-furnished Placement Site	50,000	CY	\$ _____	\$ _____ -
Total Estimated Amount (Items 4 ~ 5)				\$ _____	-
Total Estimated Amount (Items 1 ~ 5)				\$ _____	-

**Option "A" Spring Dredging**

6	Dredging: Upper Cuyahoga River STA (29+00 - 31+00) w/ <b>mechanical</b> placement in Government-furnished Placement Site	20,000	CY	\$ _____	\$ _____ -
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## Option "B" Fall Dredging

7	Dredging: Upper Cuyahoga River STA (0+00 - 29+00) w/placement in Contractor-furnished Placement Site	20,000	CY	\$ _____	\$ _____ -
Total Estimated Amount (Items 1 through 7)				\$ _____	-

Note 1: Complete all items on the bid schedule. Failure to complete all items on the bid schedule may render the bid non-responsive.

Note 2: 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). With regard to the options on all schedules - each schedule will be evaluated individually and no combination of schedules will be permitted. Only one Schedule will be awarded per this solicitation.

Note 3: If an option item is exercised, the Government reserves the right to limit the quantity of material up to the estimated quantity of the option.

Note 4: If any portion of Option "A" is exercised, it will be exercised at any time prior to 01 May 2023.

Note 5: If any portion of Option "B" is exercised, it will be exercised at any time prior to 15 Oct 2023.

Note 6: Bidders are not required to provide a bid on each bid schedule. If a bidder is not bidding on both schedules, bidders must put "No Bid" for each line item on the bid schedule that bidders do not want considered for award. However, the Government reserves the right to make award to the lowest bidder on either bid schedule.



**SECTION 00 10 00**  
**BIDDING SCHEDULE B**

The work pursuant to terms and conditions of this contract will consist of dredging and mechanical placement of dredged material into the Government-furnished Placement Site, as shown on the contract drawings, in accordance with these specifications.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
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**Spring Dredging**

1	Mobilization and Demobilization	1	JA		\$ _____
2	Dredging: Upper Cuyahoga River STA (0+00 - 29+00) and (31+00 - 40+00) w/ <b>mechanical placement</b> in Government-fu Placement Site	50,000	CY	\$ _____	\$ _____ -
3	Dredging: Remaining Cuyahoga River STA (40+00 - Lake) and the Old River STA (11+00 - 56+42) w/ <b>mechanical placement</b> in Government-furnished Placement Site	150,000	CY	\$ _____	\$ _____ -
Total Estimated Amount (Items 1 ~ 3)			\$	_____	-

**Fall Dredging**

4	Mobilization and Demobilization	1	JA		\$ _____
5	Dredging: Upper Cuyahoga River STA (0+00 - 29+00) and (31+00 - 40+00) w/ <b>mechanical placement</b> in Government- furnished Placement Site	50,000	CY	\$ _____	\$ _____ -
Total Estimated Amount (Items 4 ~ 5)			\$	_____	-
Total Estimated Amount (Items 1 ~ 5)			\$	_____	-

**Option "A" Spring Dredging**

6	Dredging: Upper Cuyahoga River STA (29+00 - 31+00) w/ <b>mechanical placement</b> in Government-furnished Placement Site	20,000	CY	\$ _____	\$ _____ -
---	--	--------	----	----------	------------



## Option "B" Fall Dredging

7	Dredging: Upper Cuyahoga River STA (0+00 - 29+00) w/ <b>mechanical placement</b> in Government-furnished Placement Site	20,000	CY	\$ _____	\$ _____ -
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Total Estimated Amount (Items 1 through 7)	\$ _____ -
--	------------

Note 1: Complete all items on the bid schedule. Failure to complete all items on the bid schedule may render the bid non-responsive.

Note 2: 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). With regard to the options on all schedules - each schedule will be evaluated individually and no combination of schedules will be permitted. Only one Schedule will be awarded per this solicitation.

Note 3: If an option item is exercised, the Government reserves the right to limit the quantity of material up to the estimated quantity of the option.

Note 4: If any portion of Option "A" is exercised, it will be exercised at any time prior to 01 May 2023.

Note 5: If any portion of Option "B" is exercised, it will be exercised at any time prior to 15 Oct 2023.

Note 6: Bidders are not required to provide a bid on each bid schedule. If a bidder is not bidding on both schedules, bidders must put "No Bid" for each line item on the bid schedule that bidders do not want considered for award. However, the Government reserves the right to make award to the lowest bidder on either bid schedule.





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**CLEVELAND, OHIO  
CLEVELAND HARBOR  
DREDGING  
FY23**

# **PLANS AND SPECIFICATIONS**

**12 JANUARY 2023**



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PRICE AND PAYMENT PROCEDURES

01/17

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PART 2 PRODUCTS - NOT USED

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-- End of Section Table of Contents --



## SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES  
01/17

## PART 1 GENERAL

## 1.1 REFERENCES

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

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EP 1110-1-8 (2021) Engineering and Design --  
Construction Equipment Ownership and  
Operating Expense Schedule

EM 1110-2-1003 (2013) Engineering and Design:  
HYDROGRAPHIC SURVEYING

## 1.2 CONTRACT COST BREAKDOWN

The Contractor must furnish within 30 days after the date of Notice to Proceed, and prior to the submission of its first partial payment estimate, a breakdown of its single job pay item or items which will be reviewed by the Contracting Officer as to propriety of distribution of the total cost to the various accounts. Any unbalanced items as between early and late payment items or other discrepancies will be revised by the Contracting Officer to agree with a reasonable cost of the work included in the various items. This Contract cost breakdown will then be utilized as the basis for progress payments to the Contractor.

## 1.3 CONTRACT MODIFICATIONS

In conjunction with the Contract Clause DFARS 252.236-7000 Modification Proposals-Price Breakdown, and where actual ownership and operating costs of construction equipment cannot be determined from Contractor accounting records, base equipment use rates upon the applicable provisions of the EP 1110-1-8

## 1.4 CONTRACTOR'S INVOICE AND CONTRACT PERFORMANCE STATEMENT

## 1.4.1 Submission of Invoices

a. Monthly invoices and supporting forms for work performed through the anniversary award date of the Contract must be submitted to the Contracting Officer within 5 calendar days of the date of invoice. For example, if Contract award date is the 7th of the month, the date of each monthly invoice must be the 7th and the invoice must be submitted by the 12th of the month.

## 1.4.2 Final Invoice

a. A final invoice must be accompanied by the certification required by DFARS 252.247.7023 Transportation of Supplies by Sea, and the Contractor's Final Release. If the Contractor is incorporated, the



Final Release must contain the corporate seal. An officer of the corporation must sign and the corporate secretary must certify the Final Release.

b. The original Contractor's Final Release Form and required certification of Transportation of Supplies by Sea must be provided directly to the respective Contracting Officer prior to submission of the final invoice.

c. Final invoices not accompanied by the Contractor's Final Release and required certification of Transportation of Supplies by Sea will be considered incomplete and will be returned to the Contractor.

#### 1.5 SINGLE JOB PAYMENT ITEMS

Payment items for the work of this contract for which contract job payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular job or unit price payment item, are included in the listed job item most closely associated with the work involved. The job price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

##### 1.5.1 Mobilization and Demobilization

###### 1.5.1.1 Payment

Payment will be made for costs associated with mobilization and demobilization.

###### 1.5.1.2 Unit of Measure

Unit of measure: job (JA).

#### 1.6 UNIT PRICE PAYMENT ITEMS

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

##### 1.6.1 Dredging

###### 1.6.1.1 Payment

(a) Payment will be made for all costs associated with the dredging operations. The Contract Unit Price per Cubic Yard of Dredging includes the cost of removal, conveyance and placement of all materials, including Other Removed Materials, within the areas shown on the drawings, and specified herein.

(b) Do not leave the project site until the full quantity of estimated material indicated on the Bid form has been dredged from the limits



established by the Contracting Officer.

#### 1.6.1.2 Quantity Determination

a. In-place payment quantities will be measured and computed by the Government using channel limits, or other dredging limits established by the Contracting Officer, and stationing as computed by the Government.

b. The material to be paid for will be measured by computing the in-place quantity (cubic yards) available within the maximum pay prism, (as stated in paragraph "Specific Areas and Periods" of Section 35 20 23 "MAINTENANCE DREDGING") as determined from the "before" soundings, less the quantity remaining within the maximum pay prism as determined from the "after" soundings, less any deductions that may be required for misplaced material, described in paragraph "Misplaced Materials" of Section 35 20 23 "MAINTENANCE DREDGING".

c. The "before" and "after" dredging surveys and associated quantity computations will be performed to reflect the total quantity of sediment dredged.

d. No payment will be made for material dredged in excess of the total quantity in each dredging area and contract line item, as specified in the contract and/or as established by the Contracting Officer pursuant to Section 35 20 23, "MAINTENANCE DREDGING" paragraph entitled "Specific Areas and Periods" and "FINAL EXAMINATION AND ACCEPTANCE."

#### e. Surveys:

(1) Before and After dredge surveys will be performed by the Government for purposes of acceptance and determination of quantities dredged. The Government will conduct surveys in accordance with EM 1110-2-1003, "Engineering and Design: HYDROGRAPHIC SURVEYING", using one of the following methods: (1) multibeam, (2) single beam, or (3) lead line, whichever is deemed appropriate by the Government for the harbor/channel being dredged.

(2) The surveying method utilized will be determined solely by the Government and is entirely at its discretion. Upon request, the Contractor will be advised of the surveying method to be used prior to the commencement of dredging.

(3) The "after" sounding survey will be made within 14 calendar days after each acceptance section has been completed.

f. The method used to calculate quantities will be software from HYPACK, Inc., either the standard HYPACK method or the TIN method as determined prior to taking the "before" soundings.

#### g. Acceptance Sections - Length and notifications (as applicable):

(1) Unless specifically designated in the Section 01 35 13 "SPECIAL PROJECT REQUIREMENTS", paragraph "Acceptance Section Lengths", acceptance section lengths for hydraulic dredges with a cutterhead and mechanical dredges will be a minimum of 2,500 feet. Acceptance lengths for hopper dredges will be a minimum of 5,000 feet.

(2) Acceptance section lengths will be determined by the Contracting Officer prior to the commencement of dredging.



(3) Examination for acceptance will not be performed until all dredging required under this contract, within 500 feet of the acceptance section, has been completed, or to a point where, in the judgment of the Contracting Officer, further dredging in the contract area will not cause shoaling or damage to the acceptance section.

(4) Notify the Contracting Officer 7 business days prior to completion of each specified acceptance section to allow adequate time for the scheduling of a survey crew to perform examination soundings. Written notification may be required at the discretion of the Contracting Officer. If completion of the acceptance section is not proceeding as anticipated, notify the Contracting Officer at least 2 business days prior to the anticipated completion date so that the Government survey crew is not dispatched to perform the examination soundings and so that a revised date can be established.

h. It is the responsibility of the Contractor to compute and verify dredge limits and quantities before the commencement of dredging. The Contractor will be furnished drawings depicting both the "before" and "after" dredging soundings along with computer printouts of the soundings, if done by an electronic measuring system, or copies of the original field notes if done by conventional methods.

i. Nothing in this paragraph will be construed as prohibiting the removal of excepted material by special means at the prices agreed and approved in accordance with applicable provisions of the contract.

#### 1.6.1.3 Unit of Measure

Unit of measure: cubic yard (CY).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section --



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SECTION 01 30 00

CONTRACTOR FURNISHED PLACEMENT FACILITIES

03/15

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-- End of Section Table of Contents --



## SECTION 01 30 00

CONTRACTOR FURNISHED PLACEMENT FACILITIES  
03/15

## PART 1 GENERAL

## 1.1 Definition

The term "facility" used in this Section refers to all Contractor-furnished features that are proposed by the Contractor in conjunction with execution and performance of dredging and that are not specifically identified in the solicitation document. The facility includes, but not limited to, dredged material placement area(s), dredged material transfer site(s), off-loading site(s), and haul roads.

## 1.2 REFERENCES

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

## ASTM INTERNATIONAL (ASTM)

ASTM E1527	Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process
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## 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation. Submit the following in accordance with Section 01 33 00, "SUBMITTAL PROCEDURES":

SD-01, Preconstruction Submittals

Environmental Compliance/Regulatory/Permit Submittals; G, AO

SD-07 Certificates

Approval of a Proposed Contractor-Furnished Placement Site; G, AO

## 1.4 EXPENSES

All expenses incurred in complying with requirements for use of a proposed Contractor-furnished placement facility will be borne by the Contractor, and all operations in connection with complying with the requirement will be at the Contractor's risk.

## 1.5 FACILITY ENVIRONMENTAL COMPLIANCE/REGULATORY/PERMIT SUBMITTALS AND AGREEMENT

Perform the Environmental Compliance/Regulatory/Permit Submittals within 15 calendar days of receiving the Notice to Proceed. Approval of the submittals will be subject to completion of an environmental assessment to be completed by the Government, which will take a minimum of 90 calendar days.



1.5.1 Documents required for all proposed contractor-furnished placement facilities.

a. The Corps of Engineers will complete Federally required environmental compliance requirements, in advance of project implementation, as the Corps of Engineers deems necessary. These requirements may include the National Environmental Policy Act, Section 106 National Historic Preservation Act, and Coastal Zone Management Act.

b. Submit all required Federal and State permits for the facility operation (acceptance of the dredged material, water discharges etc...), or documentation that the permits are not required.

c. Submit the following information respecting the proposed placement site(s) and sediment, prior to implementation to allow for all Federal compliance actions to be completed. Any delays, additional costs, or both, associated with the full and timely submittal of any required information, as specified in this section, will be the full responsibility of the contractor.

(1) Name and address of Property Owner(s).

(2) Location, site map, and legal description (or appropriate substitute) of area(s) and haul route(s).

(3) Previous Land Use Information for the last 10 year period.

(4) A Topographic Map of the Area outlining the property boundary and specific placement location. The topography may be depicted on a USGS Quadrangle sheet (or specific enlargement from the sheet) if the land elevations remain essentially the same as depicted on the sheet. Provide the name, date and latest photograph update to the Quad sheet, if a USGS Quad sheet is used. If areas within the proposed placement location have been filled since the date of the Quad sheet, then a new topographic survey is required including surveyor information and preparation date. Depict cross sections required in item (8) on the topographic map.

(5) Current and representative photographs showing the area proposed for use.

(6) All data required to assess potential environmental impacts. This information is required in order to determine the necessity for environmental documentation for the proposed use of the site. Applicable data may include, but not be limited to, a Phase I Environmental Site Assessment of the proposed placement facility prepared in accordance with ASTM E1527 - Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, wetland delineation report, description of any haul routes, and description of surrounding land use(s).

(7) Capacity of placement area and expected longevity of usage.

(8) Cross section(s) of the proposed fill area depicting existing grade, average depth of fill and final grades over placement area.

(9) Detailed plans for any dewatering operations and handling of



storm water and return water.

(10) Anticipated long term use of the dredged material and property (e.g., redevelopment, marketing of sediment, etc).

(11) Description of the type of equipment to be used during placement operations and on-site management of sediment.

(12) Documentation of coordination of the use of the proposed placement facility with (a) Local Permit, if any, including evidence of a Soil Erosion and Sediment Control (SESC) Permit from the appropriate local SESC agency or determination that no SESC permit is required.

#### 1.6 REQUIRED DATA SUBMITTAL, REVIEW AND APPROVAL

a. No ground impacting work may take place at a contractor-furnished placement site until the contractor is notified by the Corps of Engineers that all environmental compliance requirements have been completed and work can proceed.

b. Obtain approval of a proposed contractor-furnished placement site from the Contracting Officer. Include all submittals and required documentation from this Section in the request for approval. The Contracting Officer may approve or deny a proposed contractor-furnished placement site at its own discretion

#### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

Not Used

-- End of Section --



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## SECTION 01 33 00

## SUBMITTAL PROCEDURES

08/18

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## PART 2 PRODUCTS

## PART 3 EXECUTION



ATTACHMENTS:

Submittal Register

-- End of Section Table of Contents --



## SECTION 01 33 00

SUBMITTAL PROCEDURES  
08/18

## PART 1 GENERAL

## 1.1 SUMMARY

## 1.1.1 Submittal Information

a. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

b. Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

## 1.1.2 Project Type

a. The Contractor's Quality Control (CQC) System Manager are to check and approve all items before submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

b. The Contractor and the Designer of Record (DOR), if applicable, are to check and approve all items before submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

## 1.1.3 Submission of Submittals

Schedule and provide submittals requiring Government approval before acquiring the material or equipment covered thereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

## 1.2 DEFINITIONS

## 1.2.1 Submittal Descriptions (SD)

Submittal requirements are specified in the technical sections. Examples and descriptions of submittals identified by the Submittal Description (SD) numbers and titles follow:



## SD-01 Preconstruction Submittals

Submittals that are required prior to or commencing with the start of work on site. Submittals that are required prior to or at the start of construction (work) or the next major phase of the construction on a multiphase contract.

Preconstruction Submittals include schedules and a tabular list of locations, features, and other pertinent information regarding products, materials, equipment, or components to be used in the work.

Certificates Of Insurance

Surety Bonds

List Of Proposed Subcontractors

List Of Proposed Products

Baseline Network Analysis Schedule (NAS)

Submittal Register

Schedule Of Prices Or Earned Value Report

Accident Prevention Plan

Health And Safety Plan

Work Plan

Quality Control (QC) plan

Environmental Protection Plan

Contractor Accident Prevention Checklist

Contractor Activity Hazard Analysis

## SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. Unless specified in another section, testing must have been within three years of date of contract award for the project.

Report that includes findings of a test required to be performed on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report that includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports



Daily logs and checklists

Final acceptance test and operational test procedure

#### SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that the product, system, or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor. The document purpose is to further promote the orderly progression of a portion of the work by documenting procedures, acceptability of methods, or personnel qualifications.

Confined space entry permits

Text of posted operating instructions

#### SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Submittals required for Guiding Principle Validation (GPV) or Third Party Certification (TPC).

Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

#### 1.2.2 Approving Authority

Office or designated person authorized to approve the submittal.

#### 1.2.3 Work

As used in this section, on-site and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction. In exception, excludes work to produce SD-01 submittals.

#### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with this section.

##### SD-01 Preconstruction Submittals

Submittal Register; G, AO



#### 1.4 SUBMITTAL CLASSIFICATION

##### 1.4.1 Government Approved (G)

a. Government approval is required for extensions of design, critical materials, variations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Government.

b. Government approval is required for any variations from the Solicitation or the Accepted Proposal and for other items as designated by the Government.

##### 1.4.2 For Information Only

Submittals not requiring Government approval will be for information only.

#### 1.5 PREPARATION

##### 1.5.1 Transmittal Form

Use the attached sample transmittal form (ENG Form 4025, found in the Attachments panel of this pdf file) for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. Properly complete this form by filling out all the heading blank spaces and identifying each item submitted. Exercise special care to ensure proper listing of the specification paragraph and sheet number of the contract drawings pertinent to the data submitted for each item.

##### 1.5.2 Identifying Submittals

a. The Contractor's Quality Control Manager must prepare, review and stamp submittals, including those provided by a subcontractor, before submittal to the Government.

b. Identify submittals, except sample installations and sample panels, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

- (1) Project title and location
- (2) Construction contract number
- (3) Dates of the drawings and revisions
- (4) Name, address, and telephone number of Subcontractor, supplier, manufacturer, and any other Subcontractor associated with the submittal.
- (5) Section number of the specification by which submittal is required
- (6) Submittal description (SD) number of each component of submittal
- (7) For a resubmission, add alphabetic suffix on submittal description, for example, submittal 18 would become 18A, to indicate resubmission



(8) Product identification and location in project.

#### 1.5.3 Electronic File Format

a. Provide submittals in electronic format, with the exception of material samples required for SD-04 Samples items. RMS will be used to update, store and exchange submittals. Produce electronic files of sufficient quality that all information is legible. Use PDF as the electronic format, unless otherwise specified or directed by the Contracting Officer. Generate PDF files from original documents with bookmarks so that the text included in the PDF file is searchable and can be copied. If documents are scanned, optical character resolution (OCR) routines are required. Index and bookmark files exceeding 30 pages to allow efficient navigation of the file. When required, include a valid electronic signature or a scan of a signature in the electronic file.

b. Provide electronic documents through an electronic file sharing system such as the DoD SAFE Web Application when document size is too large to save in RMS CM. Instructions are located at the following website:  
<https://safe.apps.mil/about.php>.

#### 1.6 INFORMATION ONLY SUBMITTALS

Submittals without a "G" designation must be certified by the QC manager and submitted to the Contracting Officer for information-only. Approval of the Contracting Officer is not required on information only submittals. The Contracting Officer will mark "receipt acknowledged" on submittals for information and will return only the transmittal cover sheet to the Contractor. Normally, submittals for information only will not be returned. However, the Government reserves the right to return unsatisfactory submittals and require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

#### 1.7 PROJECT SUBMITTAL REGISTER AND DATABASE

A sample Project Submittal Register follows this section.

##### 1.7.1 Submittal Management

a. Prepare and maintain a submittal register, as the work progresses. Do not change data that is output in columns (c), (d), (e), and (f) as delivered by Government; retain data that is output in columns (a), (g), (h), and (i) as approved. As an attachment, provide a submittal register showing items of equipment and materials for which submittals are required by the specifications. This list may not be all-inclusive and additional submittals may be required. Maintain a submittal register for the project in accordance with Section 01 45 00.15 10 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE(RMS CM). The Government will provide the initial submittal register in electronic format.

Column (c): Lists specification section in which submittal is



required.

Column (d): Lists each submittal description (SD Number. and type, e.g., SD-02 Shop Drawings) required in each specification section.

Column (e): Lists one principal paragraph in each specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting the project requirements.

Column (f): Lists the approving authority for each submittal.

b. Thereafter, the Contractor is to track all submittals by maintaining a complete list, including completion of all data columns and all dates on which submittals are received by and returned by the Government.

#### 1.7.2 Preconstruction Use of Submittal Register

Submit the submittal register. Include the QC plan and the project schedule. Verify that all submittals required for the project are listed and add missing submittals. Coordinate and complete the following fields on the register database submitted with the QC plan and the project schedule:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for the approving authority to receive submittals.

Column (h) Contractor Approval Date: Date that Contractor needs approval of submittal.

Column (i) Contractor Material: Date that Contractor needs material delivered to Contractor control.

#### 1.7.3 Contractor Use of Submittal Register

Update the following fields in the Government-furnished submittal register program or equivalent fields in the program used by the Contractor with each submittal throughout the contract.

Column (b) Transmittal Number: List of consecutive, Contractor-assigned numbers.

Column (j) Action Code (k): Date of action used to record Contractor's review when forwarding submittals to QC.

Column (l) Date submittal transmitted.

Column (q) Date approval was received.

#### 1.7.4 Approving Authority Use of Submittal Register

Update the following fields:

Column (b) Transmittal Number: List of consecutive,



Contractor-assigned numbers.

Column (l) Date submittal was received.

Column (m) through (p) Dates of review actions.

Column (q) Date of return to Contractor.

#### 1.7.5 Action Codes

Entries for columns (j) and (o) are to be used as follows (others may be prescribed by the Transmittal Form):

##### 1.7.5.1 Government Review Action Codes

"A" - "Approved as submitted"; "Completed"

"B" - "Approved, except as noted on drawings"; "Completed"

"C" - "Approved, except as noted on drawings; resubmission required"; "Resubmit"

"D" - "Returned by separate correspondence"; "Completed"

"E" - "Disapproved (See attached)"; "Resubmit"

"F" - "Receipt acknowledged"; "Completed"

"G" - "Other (Specify)"; "Resubmit"

"K" - "Government concurs with Interim Design"; "Completed"

"R" - "Acceptable for Release for Construction"; "Completed"

"X" - "Receipt acknowledged, does not comply with contract requirements"; "Resubmit"

#### 1.7.6 Delivery of Copies

Submit an updated electronic copy of the submittal register to the Contracting Officer with each invoice request, unless a paper copy is requested by the Contracting Officer. Provide an updated Submittal Register monthly regardless of whether an invoice is submitted.

#### 1.8 VARIATIONS

Variations from contract requirements require Contracting Officer approval and will be considered where advantageous to the Government.

##### 1.8.1 Considering Variations

a. Discussion of variations with the Contracting Officer before submission will help ensure that functional and quality requirements are met and minimize rejections and resubmittals. When contemplating a variation that results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

b. Specifically point out variations from contract requirements in transmittal letters. Failure to point out variations may cause the



Government to require rejection and removal of such work at no additional cost to the Government.

#### 1.8.2 Proposing Variations

a. When proposing variation, deliver a written request to the Contracting Officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to Government. Include the DOR's written analysis and approval. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

b. Check the column "variation" of ENG Form 4025 for submittals that include variations proposed by the Contractor. Set forth in writing the reason for any variations and note such variations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted variations.

#### 1.8.3 Warranting that Variations are Compatible

When delivering a variation for approval, the Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

#### 1.8.4 Review Schedule Extension

In addition to the normal submittal review period, a period of 14 calendar days will be allowed for the Government to consider submittals with variations.

### 1.9 SCHEDULING

a. Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Submit pertinent certifications at the same time. No delay damages or time extensions will be allowed for time lost in late submittals.

- (1) Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. The Contractor is responsible for additional time required for Government reviews resulting from required resubmittals. The review period for each resubmittal is the same as for the initial submittal.
- (2) Submittals required by the contract documents are listed on the submittal register. If a submittal is listed in the submittal register but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but that have been omitted from the register or marked "N/A."
- (3) Resubmit the submittal register and annotate it monthly with actual submission and approval dates. When all items on the register have been fully approved, no further resubmittal is required.

(b) Contracting Officer review will be completed within 30 calendar days



after the date of submission.

#### 1.10 GOVERNMENT APPROVING AUTHORITY

a. When the approving authority is the Contracting Officer, the Government will:

- (1) Note the date on which the submittal was received.
- (2) Review submittals for approval within the scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
- (3) Identify returned submittals with one of the actions defined in paragraph REVIEW NOTATIONS and with comments and markings appropriate for the action indicated.

b. Upon completion of review of submittals requiring Government approval, stamp and date submittals. Two copies of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor.

##### 1.10.1 Review Notations

Submittals will be returned to the Contractor with the following notations:

- a. Submittals marked "approved" or "accepted" authorize proceeding with the work covered.
- b. Submittals marked "approved as noted" or "approved, except as noted, resubmittal not required," authorize proceeding with the work covered provided that the Contractor takes no exception to the corrections.
- c. Submittals marked "not approved," "disapproved," or "revise and resubmit" indicate incomplete submittal or noncompliance with the contract requirements or design concept. Resubmit with appropriate changes. Do not proceed with work for this item until the resubmittal is approved.
- d. Submittals marked "not reviewed" indicate that the submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by Contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by Contractor or for being incomplete, with appropriate action, coordination, or change.
- e. Submittals marked "receipt acknowledged" indicate that submittals have been received by the Government. This applies only to "information-only submittals" as previously defined.

#### 1.11 DISAPPROVED SUBMITTALS

a. Make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications, give notice to the Contracting Officer as required under the FAR 52.243-5 Changes and Changed Conditions. The Contractor is responsible for the dimensions and design of connection details and the construction of work. Failure to point out



variations may cause the Government to require rejection and removal of such work at the Contractor's expense.

b. If changes are necessary to submittals, make such revisions and resubmit in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

#### 1.12 APPROVED SUBMITTALS

a. The Contracting Officer's approval of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory.

b. Approval or acceptance by the Government for a submittal does not relieve the Contractor of the responsibility for meeting the contract requirements or for any error that may exist, because under the Quality Control (QC) requirements of this contract, the Contractor is responsible for ensuring information contained within each submittal accurately conforms with the requirements of the contract documents.

c. After submittals have been approved or accepted by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

#### 1.13 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

#### 1.14 CERTIFICATION OF SUBMITTAL DATA

Certify the submittal data as follows on Form ENG 4025: "I certify that the above submitted items had been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.

\_\_\_\_NAME OF CONTRACTOR \_\_\_\_\_ SIGNATURE OF CONTRACTOR

#### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

Not Used

-- End of Section --



# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

FY23 Cleveland Harbor Dredging

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASS SIF CATION REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/  DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/  DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 30 00	SD-01 Preconstruction Submittals														
			Environmental	1.5	G AO												
			Compliance/Regulatory/Permit														
			Submittals														
			SD-07 Certificates														
			Approval of a Proposed	1.6	G AO												
			Contractor-Furnished Placement														
			Site														
		01 33 00	SD-01 Preconstruction Submittals														
			Submittal Register	1.7	G AO												
		01 35 13	SD-01 Preconstruction Submittals														
			Schedule of Work	1.2.3													
			Additional Real Estate Rights	1.3.12.1													
			SD-06 Test Reports														
			Contract Accruals	1.2.4													
			SD-07 Certificates														
			Notifications	1.3.10													
			Notice to Mariners	1.3.3													
			Joint Pre-Condition Survey	3.2.2	G AO												
		01 35 26	SD-01 Preconstruction Submittals														
			Accident Prevention Plan (APP)	1.7	G SO												
			SD-06 Test Reports														
			Monthly Exposure Reports	1.4													
			Notifications and Reports	1.12													
			Accident Reports	1.12.2	G SO												



# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

FY23 Cleveland Harbor Dredging

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	CLASSIFICATION	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	DATE RCD FRM APPR AUTH	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 35 26	LHE Inspection Reports	1.12.3													
			SD-07 Certificates														
			Crane Operators/Riggers; G,SO														
			Standard Lift Plan	1.7.3.2	G SO												
			Critical Lift Plan	1.7.3.3	G GDA												
			Naval Architecture Analysis	1.7.3.4	G GDA												
			Activity Hazard Analysis (AHA);														
			G,SO														
			Confined Space Entry Permit	1.9.1													
			Hot Work Permit	1.9.1													
			Certificate of Compliance	1.12.4													
			License Certificates														
		01 45 00	SD-01 Preconstruction Submittals														
			Contractor Quality Control (CQC)	3.2	G AO												
			Plan														
			Contractor Quality Control Plan	3.2	G AO												
			Checklist														
		01 57 19	SD-01 Preconstruction Submittals														
			Regulatory Notifications	1.5.1	G AO												
			Environmental Protection Plan	1.6	G AO												
			SD-11 Closeout Submittals														
			Waste Determination	3.4.1													
			Documentation														
		35 20 23	SD-01 Preconstruction Submittals														
			Conveyance Method	3.4.2.1	G AO												
			SD-11 Closeout Submittals														



## SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

## FY23 Cleveland Harbor Dredging

CONTRACTOR

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## DIVISION 01 - GENERAL REQUIREMENTS

## SECTION 01 35 13

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**04/06**

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ATTACHMENTS:

Control

Aeronautical Study No. 2020-AGL-19496-OE

Aeronautical Study No. 2020-AGL-19496-OE Extension

Utility Crossings

Figure of Contractor Provided Equipment

Cleveland/Cuyahoga River Channel Coordinates

-- End of Section Table of Contents --



## SECTION 01 35 13

SPECIAL PROJECT PROCEDURES  
04/06

## PART 1 GENERAL

## 1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01, Preconstruction Submittals

Schedule of Work

Additional Real Estate Rights

SD-06, Test Reports

Contract Accruals

SD-07, Certificates

Notifications

Notice to Mariners

Joint Pre-Condition Survey; G, A0

## 1.2 PERFORMANCE PERIOD AND RESTRICTIONS

a. See applicable FAR clauses. A period of time between Notice to Proceed and the actual start of dredging will be allocated for submittal review and approval. The time stated for completion includes final clean-up of the premises. Comply with the milestone schedule below. Complete the entire work ready for use not later than the dates indicated.

b. Notice to proceed for the Spring dredging will be issued on or about 15 March 2023. Dredging may not begin prior to 1 May 2023 unless requested by the Contractor and specifically approved by the Contracting Officer. Fall Dredging may not begin prior to 15 Oct 2023 unless requested by the Contractor and specifically approved by the Contracting Officer.

(1) In accordance with the environmental window waiver, no in-water work, including dredging, may be performed from 15 March 2023 to 1 May 2023.

(a) In-water work is defined as any work involving the removal of underwater materials, placement of objects, fill material, or stone, underwater, or the movement and relocation of materials that are underwater.

c. The maximum calendar day for completion of the work is based on the following daily production rates.



1. Contractor-furnished placement site: 3,000 CY/day.

2. Government-furnished placement site: 2,000 CY/day.

d. Schedule for completion of work is shown below. The Notice to Proceed will be issued on or about 15 March 2023.

#### 1.2.1 Schedule "A"

<u>Milestone</u>	<u>Maximum Calendar Days After Receipt of Notice to Proceed</u>
Begin Dredging	47
Complete Spring Dredging	139
Complete Spring Option Work	146
<u>Milestone</u>	<u>Date/Duration from start of Fall Dredging</u>
Begin Fall Dredging	15 October 2023
Complete Fall Dredging (The calendar days shown for Fall dredging is from 15 October 2023.)	17
Copmplete Fall Option Work	27

#### 1.2.2 Schedule "B"

<u>Milestone</u>	<u>Maximum Calendar Days After Receipt of Notice to Proceed</u>
Begin Dredging	47
Complete Spring Dredging	147
Complete Spring Option Work	157
<u>Milestone</u>	<u>Date/Duration from start of Fall Dredging</u>
Begin Fall Dredging	15 October 2023
Complete Fall Dredging (The calendar days shown for Fall dredging is from 15 October 2023.)	25
Copmplete Fall Option Work	35

#### 1.2.3 Schedule of Work

Based upon contract award, submit a complete schedule of work covering the period of time from the Notice of Award through the specified duration of the contract, including all private and Government work, and the plant intended for each project, to the Contracting Officer within 10 calendar days of receipt of the Notice of Award.



#### 1.2.4 Contract Accruals

In conjunction with the schedule submittal requirements specified in FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS, submit a monthly listing of accruals. Accruals are used to provide projections of the incremental costs not yet paid for, but earned. Perform the accrual submittal one week before the end of each month throughout the contract duration. Provide the accrual information for each line item of the Bidding Schedule.

#### 1.3 PROJECT/SITE CONDITIONS

##### 1.3.1 Condition and Use of Project Site

The drawings indicate depths and elevations. Provide a notification of at least 5 calendar days to the Contracting Officer prior to bringing any dredging equipment or material to the work site. The Contractor is responsible for damages that may be suffered due to Contractor operations. Note FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS.

##### 1.3.1.1 Airport Restrictions

a. Contact the Burke Lakefront Airport (BKL) Manager of Airport Operations, 216-781-6411 for specific access requirements and limitations. There is currently a requirement for training to be completed for each individual, prior to site access. Airport requirements are subject to change.

b. For any equipment used at the Government-furnished CDF, use the equipment in conformance with the attached "Aeronautical Study No. 2020-AGL-19496-OE". Traffic on the airport grounds will be limited to the perimeter road used for all CDF traffic.

c. Contact the manager of BKL Traffic Control Tower at 216-241-2515 and the Manager of Airport Operations, 216-781-6411 at least 3 business days prior to using any equipment on site, and again when the equipment is removed from the site. Additionally, provide contact information for the onsite operator in the event that Air Traffic Control requires the equipment to stop working.

d. Access to the airport property and CDF will be prohibited during certain events, such as the week prior to and after Labor Day. Airport operations will waive no rights in prohibiting access if events occur during the operations. Contact the Burke Lakefront Manager of Airport Operations to verify all events and restrictions.

##### e. Marking and Lighting of Equipment.

(1) When not in use, lower all booms and similar unusually high equipment to below the equipment's fixed highest point or to the ground, as applicable. Mark, or light, or both, the equipment in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, flags/red lights - Chapters 3(Marked),4,5(Red),& 12. Coordinate specific marking requirements with the BKL Manager of Airport Operation.

(2) Report any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, immediately to (877) 487-6867 so a Notice



to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

(3) Identify all Contractor work vehicles by company name.

#### 1.3.2 Physical Conditions

The physical conditions shown on the drawings are indicative of those that prevailed at the time of the site investigations and may be different than those at the time of dredging. Report significant variations that require changes to the plans, specifications, or both to the Contracting Officer immediately.

#### 1.3.3 Waterways Navigation, Traffic and Notice to Mariners

There is a heavy amount of traffic in the Cuyahoga & Old Rivers and Cleveland Harbor consisting of fishing boats, recreational boats, tugs, barges, and all classes of lake vessels varying in length to over 600 feet. To prevent any delays to the shipping industry, no mooring of dredging equipment in any of the turning basins. Become acquainted with all information and regulations pertaining to navigation & vessel traffic within the waterways and coordinate with the U.S. Coast Guard Offices indicated in paragraph entitled "Notifications" of this Section, to assure that a "NOTICE TO MARINERS" is issued prior to work activity at the project site. A copy of the requisite notice form is an attachment to this solicitation. **Submit the completed form to the address (shown on the form) so that it arrives no less than 2 weeks prior to the start of work activity at the project site.** Submit a copy of the completed "NOTICE TO MARINERS" form prior to the commencement of work. The Government will not undertake to keep the waterways free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917 (see Title 33 U.S.C.A. Sec. 1). Conduct work in such a manner as to obstruct navigation as little as possible and, in case the Contractor's plant obstructs a channel to make it difficult or endanger the passage of vessels, promptly move any plant on the approach of any vessel, as may be necessary to allow safe passage. Upon completion of the work, promptly remove the plant, including ranges, buoys, piles, and other marks placed under the contract, in navigable waters or on shore.

#### 1.3.4 General Navigation

a. The site of dredging in the Cuyahoga River is considered sheltered and not subject to wave action. Information and regulations pertaining to navigation may be obtained from the current issue of the "United States Coast Pilot 6".

(1) The "United States Coast Pilot 6" may be obtained electronically from <https://nauticalcharts.noaa.gov/publications/coast-pilot/download.php?book=6>. Copy and paste this link into a web browser. Alternately, it may be obtained from the National Ocean Survey, NOAA, Distribution Division-C44, Riverside, Maryland 20840.

##### 1.3.4.1 Hazards to Navigation

Maintain complete control of the movement of floating equipment and material. Loose floating equipment and material are not permitted. Keep



in readiness at all times a powered craft capable of moving, securing and disposing of floating equipment which may get loose and become a hazard to navigation.

#### 1.3.5 Existing Vegetation, Structures, Equipment, Utilities & Improvements

General locations of applicable existing utilities, vegetation, structures, equipment and improvements, based upon latest information available to the Government have been shown on the drawings. However, it is the responsibility of the Contractor to establish the exact horizontal and vertical location and size of all existing utility lines which are located within the required work area. Confer with the owners of the crossings regarding their exact locations and elevations. Report any utility lines that are not found by the Contractor, but are known to exist at the project site, to the Contracting Officer immediately.

#### 1.3.6 Condition of Channels

Reference drawings showing the depths for the most recent survey are available on the web at <http://navigation.usace.army.mil/Survey/Hydro> or <http://www.lrb.usace.army.mil/Library/MapsandCharts.aspx>. For surveys older than those shown on either website, contact the Survey Section at (716) 879-4429. Previous surveys are for information only, and are not representative of current conditions.

#### 1.3.7 Temporary Lights, Signals and Buoys Required by the Coast Guard

Display all temporary lights, signals and buoys required by the U.S. Coast Guard during the project work. Information regarding required signals, lights, buoys and other requirements may be obtained from the Commander OAN), U.S. Coast Guard, Shore Maintenance Detachment, ATTENTION: Aids to Navigation Branch, 1240 East Ninth Street, Cleveland, Ohio 44199-2060, Telephone (216) 522-3990.

#### 1.3.8 Acceptance Section Lengths

a. Acceptance section lengths for the Cuyahoga and Old Rivers will be as follows:

Section 1	0+00 to 8+00
Section 2	8+00 to 20+00
Section 3	20+00 to 51+00
Section 4	51+00 to 72+00
Section 5	72+00 to 107+00
Section 6	107+00 to 139+00
Section 7	139+00 to 171+00
Section 8	171+00 to 194+00
Section 9	194+00 to 219+00
Section 10	219+00 to 248+00
Section 11	248+00 to 280+00, including the mouth of the Old River
Section 12	280+00 to 297+00
Section 13	0+00(A) to 56+40(A)

b. Examination for acceptance will not be performed until all dredging required under this contract, within 500 feet of the acceptance section, has been completed, or to a point where, in the judgment of the Contracting Officer, further dredging in the contract area will not cause shoaling or damage to the acceptance section. Unless specifically



designated in this section, acceptance section lengths for mechanical dredges will be a minimum of 2,500 feet.

#### 1.3.9 Dredging Vertical Datum and Benchmarks

- a. The plane of reference is the low water datum, elevation is 569.2 feet above mean level at Rimouski, Quebec (IGLD85) (International Great Lakes Datum 1985).
- b. Control can be found as attachments following this section.
- c. Upon request, the Government may provide additional control.
- d. Verify all control prior to use.

#### 1.3.10 Notifications

Within 5 calendar days of completing the notifications required under this contract, submit to the Contracting Officer, written verification of these notifications, including the date, time and the name of the point of contact with whom correspondence occurred. Send these verifications to:

U.S. Army Corps of Engineers  
Buffalo District  
Ohio Area Office  
1035 East 9th Street  
Cleveland, OH 44114  
Tel.: (216) 685-1206  
Fax: (216) 522-2470

- a. Notify the City of Cleveland, of the intent to start dredging, at least 10 calendar days prior to the start of actual dredging. The point of contacts are below. Notify both.

(1) Maggie Rogers  
City of Cleveland Water Department  
Tel: (216) 664-2444

(2) Scott Moegling  
Water Quality Manager  
Department of Public Utilities  
Division of Water  
1201 Lakeside Avenue  
Cleveland, Oh 44114  
Tel: (216) 664-2444, Ext. 75583  
fax: (216) 42-8537  
Scott\_Moegling@ClevelandWater.com

- b. Notify the Civil Engineering Unit, Ninth Coast Guard District, 1240 E. Ninth Street, Room 2179, Cleveland, OH 44199-2060, phone (216) 902-6206, at least 3 weeks prior to commencement of construction, concerning the presence of Coast Guard-owned cables and the necessary action and coordination to prevent cable damage.

- c. Notify the Ohio Environmental Protection Agency, both the Section 401 Coordinator (P.O. Box 1049, 1800 Watermark Drive, Columbus, OH 43266-0149, Phone (614) 644-3020), and the Northeast District Office (2110 East Aurora Road, Twinsburg, OH 44087, Phone: (330) 963-2100, at least 3 business days prior to commencement of dredging, concerning



the initiation of dredging.

d. The Contractor is advised that if dredging is required within either 50 feet upstream or downstream of the petroleum (gas) pipeline (Sunoco) (at approximate Station 29+25+/-), notification will be provided. Coordinate dredging activities in advance, with the owning entity's representative(s) at least 2 weeks in advance of anticipated dredging in the area. Contact Jace H. Diezman at the following cell: Cell 216-233-7168 and e-mail at: JHDIEZMAN@sunocologistics.com

e Advise the following U.S. Coast Guard Offices regarding the "Notice to Mariners" requirements of the contract:

U.S. Coast Guard  
Command Center, Sector Buffalo  
1 Fuhrmann Blvd.  
Buffalo, New York 14203  
Tel: (716) 843-9525/843-9527  
Fax: (716) 843-9594

f. Consult with the U.S. Coast Guard Office indicated below for the most recent Federal Register for more specific information and scheduled marine events which may effect the dredging, transportation and placement operations. Additionally the Contractor is advised that contact with the indicated agencies regarding marine events is an ongoing requirement. Schedule dredging/transportation/placement work should be scheduled accordingly.

#### 1.3.11 Environmental Restrictions

a. Adhere to all provisions set forth in the 401 Water Quality Certification documents and maintain a copy of this document on the dredging vessel during the entire duration of dredging operations.

b. Overflow dredging is not permitted. Overflow dredging is defined as any activity that results in the displacement and spillage of dredged material, water, or both from the barge, hopper or other equipment or vessel into the water body.

#### 1.3.12 Real Estate Rights

Rights for the use of the work areas are shown on the contract drawings as contract limits. Copies of real estate agreements for use of the work and storage areas obtained prior to advertisement are included in the solicitation package, if applicable. No additional real estate rights are required to complete the project.

##### 1.3.12.1 Additional Real Estate Rights

If additional real estate agreements, real estate rights, or both, are desired by the Contractor for staging areas for the purposes of the project, the Contractor may obtain and utilize such agreements at no cost to the Government. Within all agreements, clearly relieve the Government of any potential responsibility for damages or liability resulting from the Contractor's use of such grounds. The Contractor must conform to Federal Requirements of Real Estate, Environmental, and others which may be applicable. The submission does not relieve the contractor from ensuring conformance with permits and responsibilities clause.



## 1.4 ATTACHMENTS

The following documents are attached after this section.

- a. Aeronautical Study No. 2020-AGL-19496-OE
- b. Aeronautical Study No. 2020-AGL-19496-OE Extension
- c. Utility Crossings
- d. Figure of Contractor Provided Equipment
- e. Cleveland/Cuyahoga River Channel Coordinates

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

## 3.1 ACCEPTABLE EQUIPMENT

Clamshell dredging is the only acceptable method of dredging. Mechanical placement of dredging material is required for the Government-Furnished Confined Disposal Facility. See Paragraph "Additional Requirements for Mechanical Placement of Dredged Sediment"

## 3.2 PLACEMENT OF DREDGED MATERIALS

## 3.2.1 Government-Furnished Confined Disposal Facility

## 3.2.1.1 Material Placement Plan

- a. In the submittal required in section 35 20 23 MAINTENANCE DREDGING (Material Placement Plan), Include the following items:

- (1) The location and design support (including any support calculations) of all unloading facilities.
- (2) Include but not be limited to, the methods, equipment and layout planned operations for unloading and placing dredged material.
- (3) A Communication Plan that clearly identifies steps taken to ensure that Burke Lakefront Airport personnel are notified on a daily basis of planned operations.
- (4) Enough details to demonstrate compliance with contract requirements.

- b. Place dredged sediment in the Government-furnished confined disposal facility CDF 10B, as directed by the Government. CDF 10B is currently graded such that the CDF 10B weir will be used.

## 3.2.1.2 CDF Management Requirements.

Place dredged material in a manner that will provide for quick runoff and promote rapid drying of the material. This includes placing the dredged material with sufficient slope to facilitate rapid positive drainage towards the weir. Further placement restrictions are indicated on the Contract drawings.



## 3.2.2 Additional Requirements for Mechanical Placement of Dredged Sediment

a. Before any work begins at CDF 10B, complete a Joint Pre-Condition Survey of the area. The Contracting Officer or their representative will attend. Record the condition of all roads, structures, utilities, etc, in detail and photographed as directed by the Contracting Officer. Submit the results of the survey within 2 days of completion of the survey. Include all information (written and photographic) from the survey in one document, and submit one hard copy and one electronic copy of the report. The Government will respond within 2 days, providing either acceptance of the report or requesting more information to be entered. If more information is required, the Contractor has 2 days to re-submit the report and the Government will respond within 2 days. This process will continue until Government acceptance of the report. A hard copy and electronic copy is required for every time the survey is submitted. No work will be allowed on-site until the report is approved.

b. The Contractor may make improvements to CDF10B to facilitate the placement of material. Perform all work on the improvements and the actual improvements in accordance with all FAA requirements as stated and shown on the contract drawings. Remove any materials used for improvements that were not in the CDF at the start of the Fall Dredging, at the end of the Spring dredging. The contractor may, at their own risk, leave all improvements in place and all equipment on-site between the Spring and Fall dredging, providing that all FAA requirements are met.

(1) Daily coordination of activities with Burke Lakefront Airport personnel

(2) Placement operations will be as directed by the Contracting Officer.

(3) Complete the work in conformance with the Contractor's approved Material Placement Plan. Joint Contractor/Government inspections will be performed periodically throughout the work (at the Government's discretion) to evaluate and document contract compliance.

(4) Place all dredged material into the CDF without the addition of water.

(5) Conduct operations (and provide temporary site facilities as necessary) to prevent dredged sediment and runoff/discharge water from contacting the lake, shoreline and/or property outside the CDF any time the dredged material is moved/relocated/transported. Provisions may include but not be limited to:

(a) Roadway improvements/modifications and wheel washing station for trucking operations.

(b) Aprons, tarps or other protective systems to prevent spillage of sediment or water at the scow unloading area.

(6) For all cranes, conveyors, or other equipment and structures, comply with the adjacent Burke Lakefront Airport, FAA requirements (e.g., marking/lighting of equipment, radio communication with airport, potential lowering of equipment during airplane arrival/departure, etc.)

(7) Return perimeter roadways and CDF berms to their original



condition (or better) at the completion of both spring and fall dredging operations.

(8) Keep perimeter roads between the CDF and airport passable for airport emergency vehicles at all times.

(9) Place sediments within the elevation restrictions provided in this section (and as shown on the drawings) in a manner that will ensure that placed material does not cause ponding of water. Provide positive drainage to the weir.

(10) When work for all line items have been completed, remove all materials brought into the CDF for the improvements and return the condition of all items documented in the Joint Pre-Condition Survey to their original condition or better.

### 3.2.3 Contractor-Furnished Placement Area Agency Coordination

Coordinate the use of the proposed Contractor-furnished placement area(s) with the appropriate environmental, or regulatory agencies, or both. Additionally, without additional expense to the Government, be responsible for obtaining necessary licenses, permits or approvals or both, and for complying with any local, State or Federal laws, codes, and regulations applicable for the use of the placement area(s). See FAR 52.236-7 PERMITS AND RESPONSIBILITIES and Section 01 30 00 CONTRACTOR FURNISHED PLACEMENT FACILITIES.

## 3.3 SUBMITTAL PROCEDURES

### 3.3.1 Procedures

a. Submit three copies of all required hard copy submittals to the Area Offices indicated below:

Department of the Army  
U.S. Army Engineer District, Buffalo  
Ohio Area Office  
1035 East 9th Street  
Cleveland, OH 44114  
Tel.: (216) 685-1206  
Fax: (216) 522-2470

b. Send National Dredging Quality Management Program submittals to the following office:

Department of the Army  
U.S. Army Engineer District, Mobile  
South Atlantic Division  
Silent Inspector (SI) Support Center  
109 St. Joseph Street  
Mobile, AL 36602  
Tel.: 1-(877) 840-8024  
Fax.: (251) 694-3638

### 3.3.2 Deviations

For submittals which include proposed deviations requested by the Contractor, check the column "variation" of ENG Form 4025. State, in writing, the reason for any deviations and annotate such deviations on the



submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

#### 3.4 ORDER OF WORK

a. Determine the sequence of dredge areas to facilitate sediment placement as stated in the approved Material Placement Plan.

#### 3.5 CONTRACTOR-FURNISHED PLACEMENT AREA AGENCY COORDINATION

Coordinate the use of the proposed Contractor-furnished placement area(s) with the appropriate environmental, or regulatory agencies, or both. Additionally, without additional expense to the Government, be responsible for obtaining necessary licenses, permits or approvals or both, and for complying with any local, State or Federal laws, codes, and regulations applicable for the use of the placement area(s). See FAR 52.236-7 PERMITS AND RESPONSIBILITIES and Section 01 30 00 CONTRACTOR FURNISHED PLACEMENT FACILITIES.

##### 3.5.1 Contractor-Furnished Disposal Facilities

The Cleveland Cuyahoga County Port Authority has expressed interest in working with Contractors to provide dredged sediment disposal capacity for this project (contact information is provided below). Other suitable locations may be available.

Mr. Nicholas LaPointe  
Director, Sustainable Infrastructure Program  
Port of Cleveland  
1100 W. Ninth St. Suite 300  
Cleveland, OH 44113  
Tel: 216-377-1342  
Cell 419-349-7553

-- End of Section --



# USACE Survey Marker Archive & Retrieval Tool Datasheet

Type: New

**Designation:** ACE 2

**Project:** Cleveland Control

**Stamping:**

**PID NGS:** **COE:**

**State:** Ohio

**County:** Cuyahoga

**District:** Buffalo

**Nearest Town:** Cleveland

**USGS Quad:**

**T.R.S.:**

**Nearest Hwy/Mi:**

**Date Recovered:** 02/25/2014

**By:** DD, NJ

**Condition/Stability:** Monumented

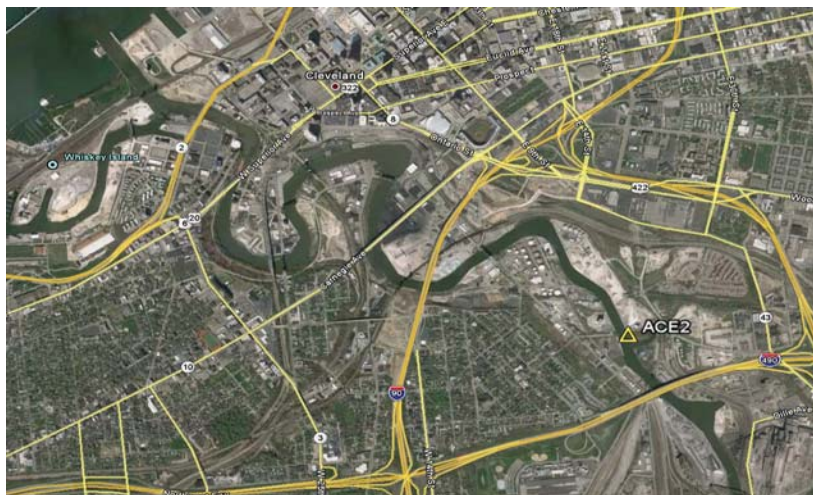
**Setting/Monument Type:** PK Nail

**Owner:**

**GPS Suitable:** ☒ Yes ☐ No

**Obstructions:** ☐ N ☐ E ☐ S ☐ W

**Magnetic:** ☒ Yes ☐ No



## - Horizontal -

**Datum:** NAD83 ( )

**Lat:** 41 28 56.15193 N

**Lon:** 81 40 32.83792 W

**Local Accuracy:**

**NSRS Accuracy:**

**Survey/Computation Method:**

Static GPS Network

**Date Observed:** 02/25/2014

## - Vertical -

**Datum:** IGLD85 ( )

**Elevation Ht:** 592.206 Ft

**Ellip Ht:**

**Local Accuracy:**

**NSRS Accuracy:** 0.25'

**Survey/Computation Method:**

Geodetic Levels

**Date Observed:** 02/26/2014 **Geoid12A**

**Access:** Through the Osbourne Property  
**Contact:** Woody at 440-417-2558

## - Tidal/Hydraulic Gage Relationships -

**Owner:** **Gage ID:** **- Elevation -** **- Datum -** **Epoch:**

**Description/Comments:** From Route 490 take the exit for Route 43 (Broadway Avenue). Head north on Broadway Avenue to the intersection of Rockefeller Avenue. Turn Left onto Rockefeller Avenue and head northerly for 0.67 miles to the intersection of Central Furnace Court. Turn left onto Central Furnace Court. Check in with site supervisor before proceeding to point. Proceed southerly through site for approximately 0.35 miles to the abandoned raised roadway (formerly Jefferson Ave). Point is located on top of the abandoned road at its intersection with the Cuyahoga River.

**Zone 1:** 3401 **Northing 1:** 662541.605 **USFT Easting 1:** 2194332.473 **USFT Convergence 1:** **CSF 1:**

**Zone 2:** **Northing 2:** **USFT Easting 2:** **USFT Convergence 2:** **CSF 2:**

## - Horizon/Setup View -



## - Close-Up View-



Required Fields In Red

Submit

System Fields in Green

U-SMART ver 5.0  
23 AUG 2012



Designation: CUY1Project: Cuyahoga

Stamping: \_\_\_\_\_

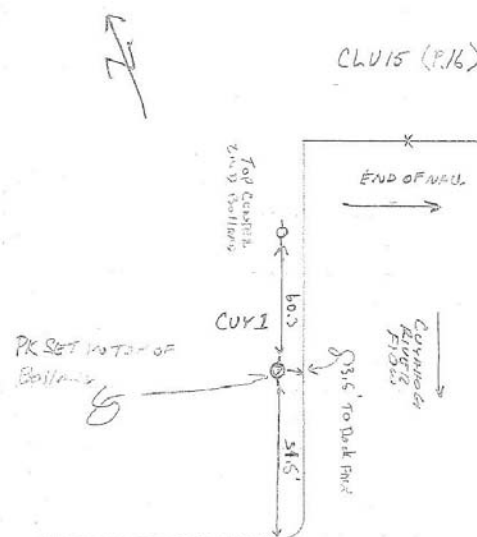
PID NGS: \_\_\_\_\_ COE: \_\_\_\_\_

State: OhioCounty: CuyahogaDistrict: BuffaloNearest Town: Cleveland

Nearest Hwy/Mi: \_\_\_\_\_

Date Recovered: 11/15/16By: DB, BNCondition/Stability: Good DSetting/Monument Type: PK Nail

Owner: \_\_\_\_\_

GPS Suitable: ☒ Yes ☐ NoMagnetic: ☒ Yes ☐ No**-Horizontal-**Datum: NAD83 Zone: 3401Lat: N41°27'54.86693"Lon: W81°40'19.95872"**Survey/Computation Method:**Static GPS NetworkDate Observed: 11/15/16North: 656348.34 USFTEast: 2195371.56 USFT**- Vertical -**Datum: IGLD85 ( )Elevation Ht: 581.72 USFTEllip Ht: 569.54 USFTGeoid Model: Geoid 12A**Survey/Computation Method:**Geodetic LevelsDate Observed: 11/16/16**-Tie Sketch-****-Description-**

To get to mark take a boat upstream 7 miles from mouth of Cuyahoga River to Mittal Steel Dock. Point is located at east end of Mittal Steel's upstream dock on right bank.

**- Horizon/Setup View -****- Close-Up View-**



Designation: TYLER

Project: Cleveland, OH

Stamping: TYLER 2017

PID NGS: COE:

State: Ohio

County: Cuyahoga

District: Buffalo

Nearest Town: Cleveland

Nearest Hwy/Mi: Independence Road

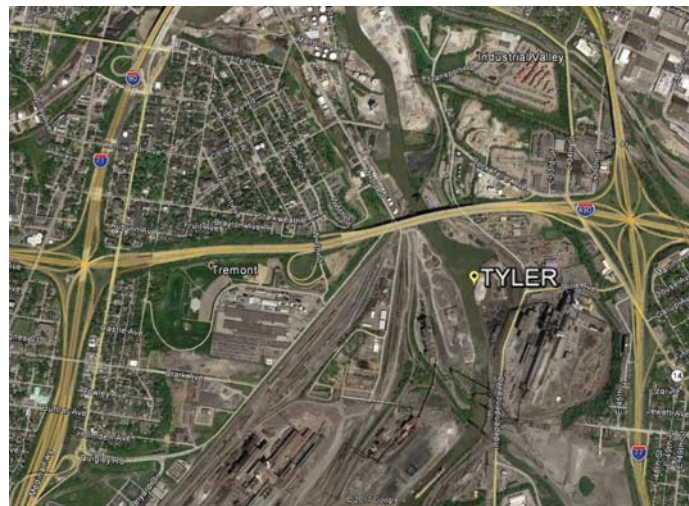
Date Recovered: 04-28-17

By: DD

Condition/Stability: Good B

Setting/Monument Type: Disk

Owner:

GPS Suitable: ☒ Yes ☐ NoMagnetic: ☒ Yes ☐ No**-Horizontal-**

Datum: NAD83 Zone: 3401

Lat: N41°28'32.25958"

Lon: W81°40'12.85225"

**Survey/Computation Method:**

Static GPS Network

Date Observed: 05-16-17

North: 660137.921 USFT

East: 2195876.555 USFT

**- Vertical -**

Datum: IGLD85 ( )

Elevation Ht: 579.777 USFT

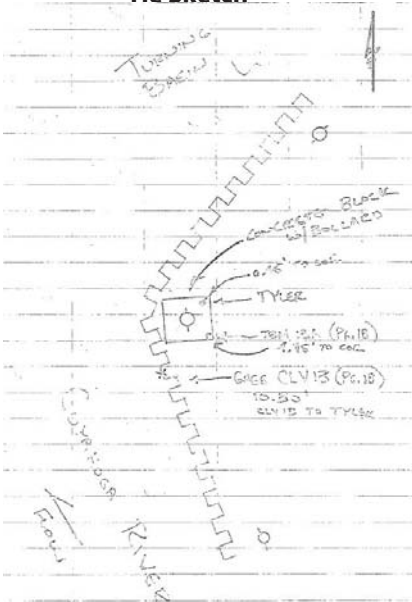
Ellip Ht: 467.235 USFT

Geoid Model: Geoid 12A

**Survey/Computation Method:**

Geodetic Levels

Date Observed: 10-05-17

**-Tie Sketch-****-Description-**

From the intersection of Independence and Dille Rd., head south approximately 0.2 miles. Turn left onto access road into commercial gravel site. In just under 0.2 miles, access road turns to the right. Continue straight off road to nearest angle in headwall on Cuyahoga River. Reference sketch from this point.

**- Horizon/Setup View -****- Close-Up View-**





Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2022-AGL-21778-OE  
Prior Study No. 2022-  
AGL-21778-OE

Issued Date: 11/28/2022

USACE - Buffalo  
Michael Asquith  
1776 Niagara Street  
Buffalo, NY 14207

**\*\*DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE\*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Crane Crane, Bulldozer, Excavator
Location:	Cleveland, OH
Latitude:	41-31-17.42N NAD 83
Longitude:	81-40-41.95W
Heights:	580 feet site elevation (SE) 20 feet above ground level (AGL) 600 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does exceed obstruction standards but would not be a hazard to air navigation provided the condition(s), if any, in this letter is (are) met:

**\*\*SEE ATTACHMENT FOR ADDITIONAL CONDITION(S) OR INFORMATION\*\***

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

**This determination did not include an evaluation of the permanent structure associated with the use of this temporary structure. If the permanent structure will exceed Title 14 of the Code of Federal Regulations, part 77.9, a separate aeronautical study and FAA determination is required.**



This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (817) 222-5933, or [andrew.hollie@faa.gov](mailto:andrew.hollie@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AGL-21778-OE

**Signature Control No: 558681291-562797500**

( TMP )

Andrew Hollie  
Specialist



## **Additional Condition(s) or Information for ASN 2022-AGL-21778-OE**

**Proposal:** To construct and/or operate a(n) Crane to a height of 20 feet above ground level, 600 feet above mean sea level.

**Location:** The structure will be located 0.29 nautical miles northeast of BKL Airport reference point.

### **Case Description for ASN 2022-AGL-21778-OE**

Project consists of dredging the federal navigation channel and placement of dredged sediments into the CDF. Material will be removed by a crane and placed either directly into the CDF or into dump trucks that will transport the material to another location within the same placement area.

#### **Part 77 Obstruction Standard(s) Exceeded and Aeronautical Impacts, if any:**

Section 77.17 (a) (5) a height that affects an Airport Surface by penetrating:

Section 77.19 (c) Primary Surface by 18 feet as applied to BKL.

#### **Preliminary FAA study indicates that the above mentioned structure would:**

have no effect on any existing or proposed arrival, departure, or en route instrument flight rules (IFR) operations or procedures.

have no effect on any existing or proposed arrival, departure, or en route visual flight rules (VFR) operations.

have no effect on any existing or proposed arrival, departure, or en route instrument/visual flight rules (IFR/VFR) minimum flight altitudes.

not exceed traffic pattern airspace

have no physical or electromagnetic effect on the operation of air navigation and communications facilities.

have no effect on any airspace and routes used by the military.

Based on this aeronautical study, the structure would not constitute a substantial adverse effect on aeronautical operations or procedures because it will be temporary. The temporary structure would not be considered a hazard to air navigation provided all of the conditions specified in this determination are strictly met.

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, flags/red lights-Chapters 3(Marked),4,5(Red),14(Temporary),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that the manager of BURKE LAKEFRONT, (216) 781-6411 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site.

It is required that the manager of BURKE LAKEFRONT Air Traffic Control at (216) 241-2515 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. Additionally, please provide contact information for the onsite operator in the event that Air Traffic Control requires the temporary structure to be lowered immediately.

This determination expires on 05/28/2024 unless extended, revised, or terminated by the issuing office.



NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.











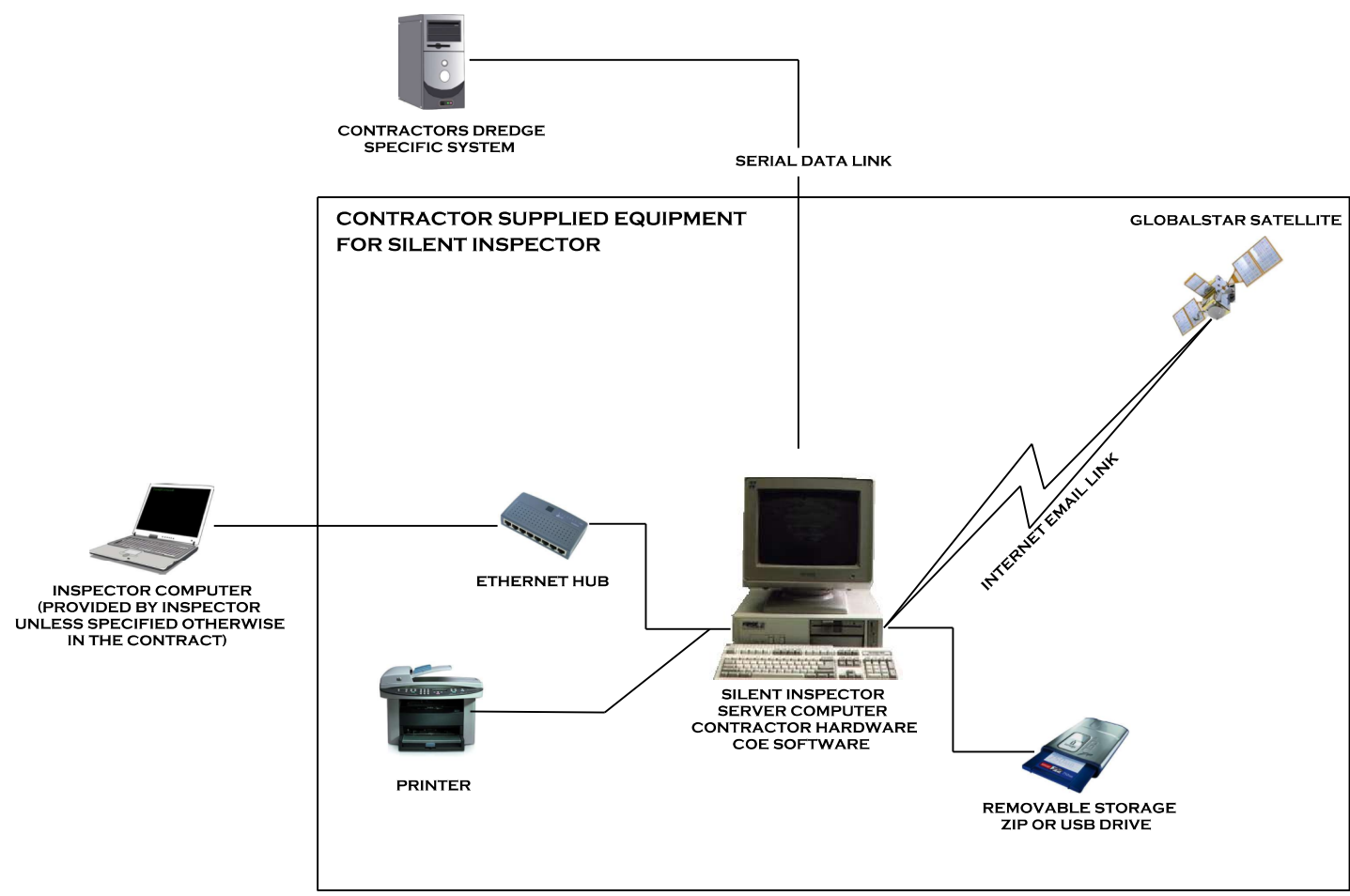
## **UTILITY CROSSINGS**

(Depths shown thus (34.0) are below low water datum)

To be confirmed by contractor

- A. CITY OF CLEVELAND WATER MAIN IN TUNNEL (60.4)
- B. CITY OF CLEVELAND WATER MAIN IN TUNNEL (57.0)
- C. CLEVELAND ELECTRIC ILLUMINATING COMPANY –  
12 CABLES (34.5) (OUT OF SERVICE)
- D. CITY OF CLEVELAND WATER MAIN IN TUNNEL (56.7)
- E. CLEVELAND ELECTRIC ILLUMINATING COMPANY –  
6 CABLES (34.0)
- F. CITY OF CLEVELAND WATER MAIN IN TUNNEL (56.4) (OUT OF  
SERVICE)
- G. WESTERN UNION TELEGRAPH – 4-4” PIPES (27.7)
- H. CITY OF CLEVELAND BURIED CABLE (31.7) (OUT OF SERVICE)
- I. MOBIL OIL COMPANY – 2-6” PIPES (32.0)
- J. CITY OF CLEVELAND THREE BURIED CABLES (30.7) (OUT OF  
SERVICE)
- K. CITY OF CLEVELAND THREE BURIED CABLE (31.7) (OUT OF SERVICE)
- L. CITY OF CLEVELAND THREE BURIED CABLE (30.0)
- M. STANDARD OIL COMPANY – 3-6” PIPES (32.0)
- N. BALTIMORE & OHIO RAILROAD – 2 CABLES (30.0)
- O. REPUBLIC STEEL CORPORATION SERVICE TUNNEL (45.0)
- P. CITY OF CLEVELAND WATER MAIN IN TUNNEL (41.2)
- Q. SUN OIL COMPANY PIPE (32.0)
- R. CITY OF CLEVELAND BURIED CABLE (29.7) (OUT OF SERVICE)
- S. CITY OF CLEVELAND BURIED CABLE (31.7) (OUT OF SERVICE)
- T. BURIED CABLE OR PIPE (DEPTH UNKNOWN) FROM NOAA CHART  
14839
- U. BURIED CABLE (USE NOT DETERMINED – USE CAUTION)
- V. SUNOCO PETROLEUM BURIED GAS PIPELINE (SEE SECTION 01 35 13  
CLAUSE ENTITLED “NOTIFICATIONS”)

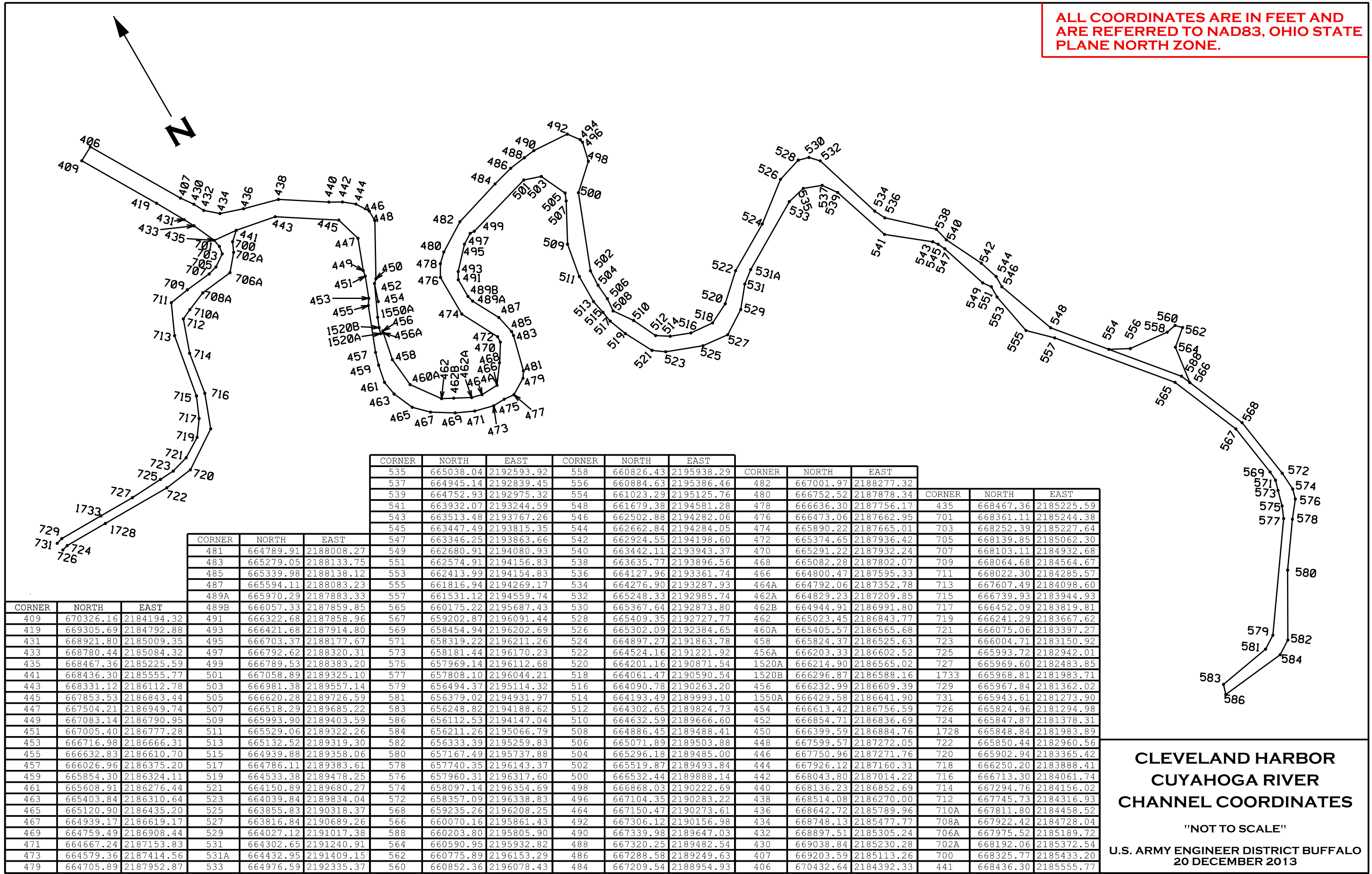




**FIGURE OF CONTRACTOR PROVIDED EQUIPMENT**



ALL COORDINATES ARE IN FEET AND  
ARE REFERRED TO NAD83, OHIO STATE  
PLANE NORTH ZONE.





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## GOVERNMENTAL SAFETY REQUIREMENTS

## PART 1 GENERAL

## 1.1 REFERENCES

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

## AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B30.5	(2021) Mobile and Locomotive Cranes
ASME B30.8	(2020) Floating Cranes and Floating Derricks
ASME B30.26	(2015; R 2020) Rigging Hardware

## AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ASSP A10.34	(2021) Protection of the Public on or Adjacent to Construction Sites
ASSP A10.44	(2020) Control of Energy Sources (Lockout/Tagout) for Construction and Demolition Operations
ASSP Z244.1	(2016) The Control of Hazardous Energy Lockout, Tagout and Alternative Methods
ASSP Z359.0	(2018) Definitions and Nomenclature Used for Fall Protection and Fall Arrest
ASSP Z359.1	(2020) The Fall Protection Code
ASSP Z359.2	(2017) Minimum Requirements for a Comprehensive Managed Fall Protection Program
ASSP Z359.3	(2019) Safety Requirements for Lanyards and Positioning Lanyards
ASSP Z359.4	(2013) Safety Requirements for Assisted-Rescue and Self-Rescue Systems, Subsystems and Components
ASSP Z359.6	(2016) Specifications and Design Requirements for Active Fall Protection Systems
ASSP Z359.7	(2019) Qualification and Verification Testing of Fall Protection Products



ASSP Z359.11	(2014) Safety Requirements for Full Body Harnesses
ASSP Z359.12	(2019) Connecting Components for Personal Fall Arrest Systems
ASSP Z359.13	(2013) Personal Energy Absorbers and Energy Absorbing Lanyards
ASSP Z359.14	(2014) Safety Requirements for Self-Retracting Devices for Personal Fall Arrest and Rescue Systems
ASSP Z359.15	(2014) Safety Requirements for Single Anchor Lifelines and Fall Arresters for Personal Fall Arrest Systems
ASSP Z359.16	(2016) Safety Requirements for Climbing Ladder Fall Arrest Systems
ASSP Z359.18	(2017) Safety Requirements for Anchorage Connectors for Active Fall Protection Systems

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10	(2022; ERTA 1 2021) Standard for Portable Fire Extinguishers
NFPA 51B	(2019; TIA 20-1) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70	(2020; ERTA 20-1 2020; ERTA 20-2 2020; ERTA 20-3 2020; TIA 20-1; TIA 20-2; TIA 20-3; TIA 20-4; TIA 20-5; TIA 20-6; TIA 20-7; TIA 20-8; TIA 20-9; TIA 20-10; TIA 20-11; TIA 20-12; TIA 20-13; TIA 20-14; TIA 20-15; TIA 20-16; ERTA 20-4 2022) National Electrical Code
NFPA 306	(2019) Standard for the Control of Gas Hazards on Vessels

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2014) Safety -- Safety and Health Requirements Manual
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## U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1910.147	The Control of Hazardous Energy (Lock Out/Tag Out)



29 CFR 1910.333	Selection and Use of Work Practices
29 CFR 1915	Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
29 CFR 1915.89	Control of Hazardous Energy (Lockout/Tags-Plus)
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.16	Rules of Construction
29 CFR 1926.500	Fall Protection
CPL 2.100	(1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

## 1.2 DEFINITIONS

### 1.2.1 Competent Person (CP)

The CP is a person designated in writing, who, through training, knowledge and experience, is capable of identifying, evaluating, and addressing existing and predictable hazards in the working environment or working conditions that are dangerous to personnel, and who has authorization to take prompt corrective measures with regards to such hazards.

### 1.2.2 Competent Person, Confined Space

The CP, Confined Space, is a person meeting the competent person requirements as defined EM 385-1-1 Appendix Q, with thorough knowledge of OSHA's Confined Space Standard, 29 CFR 1910.146, and designated in writing to be responsible for the immediate supervision, implementation and monitoring of the confined space program, who through training, knowledge and experience in confined space entry is capable of identifying, evaluating and addressing existing and potential confined space hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

### 1.2.3 Competent Person, Cranes and Rigging

The CP, Cranes and Rigging, as defined in EM 385-1-1 Appendix Q, is a person meeting the competent person requirements, who has been designated in writing to be responsible for the immediate supervision, implementation and monitoring of the Crane and Rigging Program, who through training, knowledge and experience in crane and rigging is capable of identifying, evaluating and addressing existing and potential hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

### 1.2.4 Competent Person, Fall Protection

The CP, Fall Protection, is a person meeting the competent person requirements as defined in EM 385-1-1 Appendix Q and in accordance with ASSP Z359.0, who has been designated in writing by the employer to be responsible for immediate supervising, implementing and monitoring of the fall protection program, who through training, knowledge and experience in



fall protection and rescue systems and equipment, is capable of identifying, evaluating and addressing existing and potential fall hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

#### 1.2.5 Competent Person (CP) Trainer

A competent person trainer as defined in EM 385-1-1 Appendix Q, who is qualified in the training material presented, and who possesses a working knowledge of applicable technical regulations, standards, equipment and systems related to the subject matter on which they are training Competent Persons. A competent person trainer must be familiar with the typical hazards and the equipment used in the industry they are instructing. The training provided by the competent person trainer must be appropriate to that specific industry. The competent person trainer must evaluate the knowledge and skills of the competent persons as part of the training process.

#### 1.2.6 High Risk Activities

High Risk Activities are activities that involve work at heights, crane and rigging, excavations and trenching, scaffolding, electrical work, and confined space entry.

#### 1.2.7 High Visibility Accident

A High Visibility Accident is any mishap which may generate publicity or high visibility.

#### 1.2.8 Load Handling Equipment (LHE)

LHE is a term used to describe cranes, hoists and all other hoisting equipment (hoisting equipment means equipment, including crane, derricks, hoists and power operated equipment used with rigging to raise, lower or horizontally move a load).

#### 1.2.9 Medical Treatment

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

#### 1.2.10 Near Miss

A Near Miss is a mishap resulting in no personal injury and zero property damage, but given a shift in time or position, damage or injury may have occurred (e.g., a worker falls off a scaffold and is not injured; a crane swings around to move the load and narrowly misses a parked vehicle).

#### 1.2.11 Operating Envelope

The Operating Envelope is the area surrounding any crane or load handling equipment. Inside this "envelope" is the crane, the operator, riggers and crane walkers, other personnel involved in the operation, rigging gear between the hook, the load, the crane's supporting structure (i.e. ground or rail), the load's rigging path, the lift and rigging procedure.



## 1.2.12 Qualified Person (QP)

The QP is a person designated in writing, who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems related to the subject matter, the work, or the project.

## 1.2.13 Qualified Person, Fall Protection (QP for FP)

A QP for FP is a person meeting the definition requirements of EM 385-1-1 Appendix Q, and ASSP Z359.2 standard, having a recognized degree or professional certificate and with extensive knowledge, training and experience in the fall protection and rescue field who is capable of designing, analyzing, and evaluating and specifying fall protection and rescue systems.

## 1.2.14 Recordable Injuries or Illnesses

Recordable Injuries or Illnesses are any work-related injury or illness that results in:

- a. Death, regardless of the time between the injury and death, or the length of the illness;
- b. Days away from work (any time lost after day of injury/illness onset);
- c. Restricted work;
- d. Transfer to another job;
- e. Medical treatment beyond first aid;
- f. Loss of consciousness; or
- g. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (a) through (f) above

## 1.2.15 Government Property and Equipment

Interpret "USACE" property and equipment specified in USACE EM 385-1-1 as Government property and equipment.

## 1.2.16 Load Handling Equipment (LHE) Accident or Load Handling Equipment Mishap

A LHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents, even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, or roll over). Document an LHE mishap using the Crane High Hazard



working group mishap reporting form.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification 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

Accident Prevention Plan (APP); G,SO

#### SD-06 Test Reports

Monthly Exposure Reports

Notifications and Reports

Accident Reports; G,SO

LHE Inspection Reports

#### SD-07 Certificates

Crane Operators/Riggers; G,SO

Standard Lift Plan; G,SO

Critical Lift Plan; G,GDA

Naval Architecture Analysis; G,GDA

Activity Hazard Analysis (AHA); G,SO

Confined Space Entry Permit

Hot Work Permit

Certificate of Compliance

License Certificates

### 1.4 MONTHLY EXPOSURE REPORTS

Provide a Monthly Exposure Report and attach to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both Prime and subcontractor. Failure to submit the report may result in retention of up to 10 percent of the voucher.

### 1.5 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this Contract, comply with the most recent edition of USACE EM 385-1-1, and the following federal, state, and local laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting



work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

## 1.6 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

### 1.6.1 Personnel Qualifications

#### 1.6.1.1 Site Safety and Health Officer (SSHO)

Provide an SSHO that meets the requirements of EM 385-1-1 Section 1. The SSHO must ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Alternate SSHO must be at the work site at all times to implement and administer the Contractor's safety program and Government-accepted Accident Prevention Plan. The SSHO and Alternate SSHO must have the required training, experience, and qualifications in accordance with EM 385-1-1 Section 01.A.17, and all associated sub-paragraphs.

If the SSHO is off-site for a period longer than 24 hours, an equally-qualified alternate SSHO must be provided and must fulfill the same roles and responsibilities as the primary SSHO.

##### 1.6.1.1.1 Additional Site Safety and Health Officer (SSHO) Requirements and Duties

The SSHO may also serve as the Quality Control Manager. The SSHO may not serve as the Superintendent.

#### 1.6.1.2 Competent Person Qualifications

Provide Competent Persons in accordance with EM 385-1-1, Appendix Q and herein. Competent Persons for high risk activities include confined space, cranes and rigging, excavation/trenching, fall protection, and electrical work. The CP for these activities must be designated in writing, and meet the requirements for the specific activity (i.e. competent person, fall protection).

The Competent Person identified in the Contractor's Safety and Health Program and accepted Accident Prevention Plan, must be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for information in consultation with the Safety Office.

##### 1.6.1.2.1 Competent Person for Confined Space Entry

Provide a Confined Space (CP) Competent Person who meets the requirements of EM 385-1-1, Appendix Q, and herein. The CP for Confined Space Entry must supervise the entry into each confined space in accordance with EM 385-1-1, Section 34.

Since this work involves operations that handle combustible or hazardous materials, this person must have the ability to understand and follow through on the air sampling, Personal Protective Equipment (PPE), and instructions of a Marine Chemist, Coast Guard authorized persons, or Certified Industrial Hygienist. Confined space and enclosed space work



must comply with NFPA 306, OSHA 29 CFR 1915, Subpart B, "Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment," or as applicable, 29 CFR 1910.146 for general industry.

#### 1.6.1.2.2 Competent Person for Fall Protection

Provide a Competent Person for Fall Protection who meets the requirements of EM 385-1-1, Section 21.C.04, 21.B.03, and herein.

#### 1.6.1.3 Qualified Trainer Requirements

Individuals qualified to instruct the 40 hour contract safety awareness course, or portions thereof, must meet the definition of a Competent Person Trainer, and, at a minimum, possess a working knowledge of the following subject areas: EM 385-1-1, Electrical Standards, Lockout/Tagout, Fall Protection, Confined Space Entry for Construction; Excavation, Trenching Soil Mechanics, and Scaffolds.

Instructors are required to:

- a. Prepare class presentations that cover construction-related safety requirements.
- b. Ensure that all attendees attend all sessions by using a class roster signed daily by each attendee. Maintain copies of the roster for at least five years. This is a certification class and must be attended 100 percent. In cases of emergency where an attendee cannot make it to a session, the attendee can make it up in another class session for the same subject.
- c. Update training course materials whenever an update of the EM 385-1-1 becomes available.
- d. Provide a written exam of at least 50 questions. Students are required to answer 80 percent correctly to pass.
- e. Request, review and incorporate student feedback into a continuous course improvement program.

#### 1.6.1.4 Dredging Contract Requirements

##### 1.6.1.4.1 Dredging Safety Personnel Requirements

- a. Provide a minimum of one SSHO assigned per project site for the primary working shift.
- b. For a project involving multiple work shifts, provide one SSHO for each additional shift. Provide one Collateral Duty Safety Officer (CDSO) at the dredged material placement site. The SSHO must be available at all times to assist with emergency situations.
- c. An example of one dredging project site is reflected in each of the following:
  - (1) a mechanical dredge, tug(s) and scow(s), scow route, and material placement site; or
  - (2) a hydraulic pipeline dredge, attendant plant, and material placement site; or,



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

#### 1.6.1.4.2 SSHO Requirements for Dredging

- a. In addition to requirements stated elsewhere in this specification, an individual serving as a SSHO must be present at the project site, located so that they have full mobility and reasonable access to all major work operations, when work is being performed. The SSHO must be available during their shift for immediate verbal consultation and notification, either by phone or radio.
- b. The SSHO is a full-time, dedicated position, except as noted above, who must report to a senior project (or corporate) official. When the SSHO is permitted to be a collateral duty, the SSHO is not permitted to be in another position requiring continuous mechanical or equipment operations, such as equipment operators.
- c. The SSHO must inspect all work areas and operations during initial set-up and at least monthly observe and provide personal oversight on each shift during dredging operations for projects with many work sites, more often for those with less work sites.

#### 1.6.1.4.3 Collateral Duty Safety Officer (CDSO) Requirements for Dredging

- a. A CDSO is an individual who is assigned collateral duty safety responsibilities in addition to their full-time occupation, and who supports and supplements the SSHO efforts in managing, implementing and enforcing the Contractor's Safety and Health Program. The assigned CDSO must be an individual(s) with work oversight responsibilities, such as master, mate, fill foreman, or superintendent. A CDSO must not be an employee responsible for continuous mechanical or equipment operations, such as an equipment operator.
- b. A CDSO performs safety program tasks as assigned by the SSHO and must report safety findings to the SSHO. The SSHO must document results of safety findings and provide information for inclusion in the CQC reports to the Contracting Officer.

#### 1.6.1.4.4 Safety Personnel Training Requirements for Dredging

A SSHO and a CDSO for dredging Contracts must take either a formal classroom or online OSHA 30-hour Construction Safety Course, or an equivalent 30 hours of formal classroom or online safety and health training covering the subjects of the OSHA 30-hour Course in accordance with EM 385-1-1 Appendix A, paragraph 3.d.(3), applicable to dredging work, and given by qualified instructors. In exception to EM 385-1-1, Section 01.A.17, comply with the following:

- a. The SSHO must maintain competency through having taken 8 hours of formal classroom or online safety and health related coursework every year. Hours spent as an instructor in such courses will be considered the same as attending them, but each course only gets credit once (for example, instructing a 1-hour asbestos awareness course five times in a year provides one hour credit for training).
- b. The SSHO and a CDSO must have a minimum of three years of experience



within the past five years in one of the following:

- (1) Supervising/managing dredging activities
- (2) Supervising/managing marine construction activities
- (3) Supervising/managing land-based construction activities
- (4) Work managing safety programs or processes
- (5) Conducting hazard analyses and developing controls in activities or environments with similar hazards

#### 1.6.1.5 Crane Operators/Riggers

Provide Operators, Signal Persons, and Riggers meeting the requirements in EM 385-1-1, Section 15.B for Riggers and Section 16.B for Crane Operators and Signal Persons. Provide proof of current qualification.

#### 1.6.2 Personnel Duties

##### 1.6.2.1 Duties of the Site Safety and Health Officer (SSHO)

The SSHO must:

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Contractors' daily production report.
- b. Conduct mishap investigations and complete required accident reports. Report mishaps and near misses.
- c. Use and maintain OSHA's Form 300 to log work-related injuries and illnesses occurring on the project site for Prime Contractors and subcontractors, and make available to the Contracting Officer upon request. Post and maintain the Form 300A on the site Safety Bulletin Board.
- d. Maintain applicable safety reference material on the job site.
- e. Attend the pre-construction conference, pre-work meetings including preparatory meetings, and periodic in-progress meetings.
- f. Review the APP and AHAs for compliance with EM 385-1-1, and approve, sign, implement and enforce them.
- g. Establish a Safety and Occupational Health (SOH) Deficiency Tracking System that lists and monitors outstanding deficiencies until resolution.
- h. Ensure subcontractor compliance with safety and health requirements.
- i. Maintain a list of hazardous chemicals on site and their material Safety Data Sheets (SDS).
- j. Maintain a weekly list of high hazard activities involving energy, equipment, excavation, entry into confined space, and elevation, and



be prepared to discuss details during QC Meetings.

- k. Provide and keep a record of site safety orientation and indoctrination for Contractor employees, subcontractor employees, and site visitors.

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

### 1.6.3 Meetings

#### 1.6.3.1 Preconstruction Conference

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the project must attend the preconstruction conference. This includes the project superintendent, Site Safety and Occupational Health Officer, quality control manager, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).
- b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the Contract. This list of proposed AHAs will be reviewed and an agreement will be reached between the Contractor and the Contracting Officer as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, and Government review of AHAs to preclude project delays.
- c. Deficiencies in the submitted APP, identified during the Contracting Officer's review, must be corrected, and the APP re-submitted for review prior to the start of construction. Work is not permitted to begin until an APP is established that is acceptable to the Contracting Officer.

#### 1.6.3.2 Safety Meetings

Conduct safety meetings to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent Safety and Occupational Health (SOH) training and motivation. Conduct meetings at least once a month for all supervisors at the project location. The SSHO, supervisors, foremen, or CDSOs must conduct meetings at least once a week for the trade workers. Document meeting minutes to include the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Maintain documentation on-site and furnish copies to the Contracting Officer on request. Notify the Contracting Officer of all scheduled meetings 7 calendar days in advance.

### 1.7 ACCIDENT PREVENTION PLAN (APP)

#### 1.7.1 APP - Construction

A qualified person must prepare the written site-specific APP. Prepare



the APP in accordance with the format and requirements of EM 385-1-1, Appendix A, and as supplemented herein. Cover all paragraph and subparagraph elements in EM 385-1-1, Appendix A. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP must interface with the Contractor's overall safety and health program referenced in the APP in the applicable APP element, and made site-specific. Describe the methods to evaluate past safety performance of potential subcontractors in the selection process. Also, describe innovative methods used to ensure and monitor safe work practices of subcontractors. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the Contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP must be signed by an officer of the firm (Prime Contractor senior person), the individual preparing the APP, the on-site superintendent, the designated SSHO, the Contractor Quality Control Manager, and any designated Certified Safety Professional (CSP) or Certified Health Physicist (CIH). The SSHO must provide and maintain the APP and a log of signatures by each subcontractor foreman, attesting that they have read and understand the APP, and make the APP and log available on-site to the Contracting Officer. If English is not the foreman's primary language, the Prime Contractor must provide an interpreter.

Submit the APP to the Contracting Officer 15calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. Once reviewed and accepted by the Contracting Officer, the APP and attachments will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP is cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Changes to the accepted APP must be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and Quality Control Manager. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered. Should any severe hazard exposure (i.e. imminent danger) become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate and remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ASSP A10.34), and the environment.

#### 1.7.2 Names and Qualifications

Provide plans in accordance with the requirements outlined in Appendix A of EM 385-1-1, including the following:

- a. Names and qualifications (resumes including education, training, experience and certifications) of site safety and health personnel designated to perform work on this project to include the designated Site Safety and Health Officer and other competent and qualified personnel to be used. Specify the duties of each position.
- b. Qualifications of competent and of qualified persons. As a minimum,



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

### 1.7.3 Plans

Provide plans in the APP in accordance with the requirements outlined in Appendix A of EM 385-1-1, including the following:

#### 1.7.3.1 Confined Space Entry Plan

Develop a confined or enclosed space entry plan in accordance with EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, OSHA Directive CPL 2.100, and any other federal, state and local regulatory requirements identified in this Contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by Contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

#### 1.7.3.2 Standard Lift Plan (SLP)

Plan lifts to avoid situations where the operator cannot maintain safe control of the lift. Prepare a written SLP in accordance with EM 385-1-1, Section 16.A.03, using Form 16-2 for every lift or series of lifts (if duty cycle or routine lifts are being performed). The SLP must be developed, reviewed and accepted by all personnel involved in the lift in conjunction with the associated AHA. Signature on the AHA constitutes acceptance of the plan. Maintain the SLP on the LHE for the current lift(s) being made. Maintain historical SLPs for a minimum of three months.

#### 1.7.3.3 Critical Lift Plan - Crane or Load Handling Equipment

Provide a Critical Lift Plan as required by EM 385-1-1, Section 16.H.01, using Form 16-3. In addition, Critical Lift Plans are required for the following:

- a. Lifts over 50 percent of the capacity of barge mounted mobile crane's hoist.
- b. When working around energized power lines where the work will get closer than the minimum clearance distance in EM 385-1-1 Table 16-1.
- c. For lifts with anticipated binding conditions.
- d. When erecting cranes.

##### 1.7.3.3.1 Critical Lift Plan Planning and Schedule

Critical lifts require detailed planning and additional or unusual safety precautions. Develop and submit a critical lift plan to the Contracting Officer 30 calendar days prior to critical lift. Comply with load testing requirements in accordance with EM 385-1-1, Section 16.F.03.



#### 1.7.3.4 Barge Mounted Mobile Crane Lift Plan

Provide a Naval Architecture Analysis and include an LHE Manufacturer's Floating Service Load Chart in accordance with EM 385-1-1, Section 16.L.03.

#### 1.7.3.5 Multi-Purpose Machines, Material Handling Equipment, and Construction Equipment Lift Plan

Multi-purpose machines, material handling equipment, and construction equipment used to lift loads that are suspended by rigging gear, require proof of authorization from the machine OEM that the machine is capable of making lifts of loads suspended by rigging equipment. Written approval from a qualified registered professional engineer, after a safety analysis is performed, is allowed in lieu of the OEM's approval. Demonstrate that the operator is properly trained and that the equipment is properly configured to make such lifts and is equipped with a load chart.

#### 1.7.3.6 Fall Protection and Prevention (FP&P) Plan

The plan must be in accordance with the requirements of EM 385-1-1, Section 21.D and ASSP Z359.2, be site specific, and address all fall hazards in the work place and during different phases of construction. Address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A competent person or qualified person for fall protection must prepare and sign the plan documentation. Include fall protection and prevention systems, equipment and methods employed for every phase of work, roles and responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Review and revise, as necessary, the Fall Protection and Prevention Plan documentation as conditions change, but at a minimum every six months, for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. Keep and maintain the accepted Fall Protection and Prevention Plan documentation at the job site for the duration of the project. Include the Fall Protection and Prevention Plan documentation in the Accident Prevention Plan (APP).

#### 1.7.3.7 Rescue and Evacuation Plan

Provide a Rescue and Evacuation Plan in accordance with EM 385-1-1 Section 21.N and ASSP Z359.2, and include in the FP&P Plan and as part of the APP. Include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility.

#### 1.7.3.8 Hazardous Energy Control Program (HECP)

Develop a HECP in accordance with EM 385-1-1 Section 12, 29 CFR 1910.147, 29 CFR 1910.333, 29 CFR 1915.89, ASSP Z244.1, and ASSP A10.44. Submit this HECP as part of the Accident Prevention Plan (APP). Conduct a preparatory meeting and inspection with all effected personnel to coordinate all HECP activities. Document this meeting and inspection in accordance with EM 385-1-1, Section 12.A.02. Ensure that each employee is familiar with and complies with these procedures.



## 1.8 ACTIVITY HAZARD ANALYSIS (AHA)

Before beginning each activity, task or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting to the Contracting Officer. AHAs must be signed by the SSHO, Superintendent, QC Manager and the subcontractor Foreman performing the work. Format the AHA in accordance with EM 385-1-1, Section 1 or as directed by the Contracting Officer. Submit the AHA for review at least 15 working days prior to the start of each activity task, or DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented.

AHAs must identify competent persons required for phases involving high risk activities, including confined entry, crane and rigging, excavations, trenching, electrical work, fall protection, and scaffolding.

### 1.8.1 AHA Management

Review the AHA list periodically (at least monthly) at the Contractor supervisory safety meeting, and update as necessary when procedures, scheduling, or hazards change. Use the AHA during daily inspections by the SSHO to ensure the implementation and effectiveness of the required safety and health controls for that work activity.

### 1.8.2 AHA Signature Log

Each employee performing work as part of an activity, task or DFOW must review the AHA for that work and sign a signature log specifically maintained for that AHA prior to starting work on that activity. The SSHO must maintain a signature log on site for every AHA. Provide employees whose primary language is other than English, with an interpreter to ensure a clear understanding of the AHA and its contents.

## 1.9 DISPLAY OF SAFETY INFORMATION

### 1.9.1 Safety Bulletin Board

Prior to commencement of work, erect a safety bulletin board at the job site. Where size, duration, or logistics of project do not facilitate a bulletin board, an alternative method, acceptable to the Contracting Officer, that is accessible and includes all mandatory information for employee and visitor review, may be deemed as meeting the requirement for a bulletin board. Include and maintain information on safety bulletin board as required by EM 385-1-1, Section 01.A.07. Additional items required to be posted include:

- a. Confined space entry permit.
- b. Hot work permit.



### 1.9.2 Safety and Occupational Health (SOH) Deficiency Tracking System

Establish a SOH deficiency tracking system that lists and monitors the status of SOH deficiencies in chronological order. Use the tracking system to evaluate the effectiveness of the APP. A monthly evaluation of the data must be discussed in the QC or SOH meeting with everyone on the project. The list must be posted on the project bulletin board and updated daily, and provide the following information:

- a. Date deficiency identified;
- b. Description of deficiency;
- c. Name of person responsible for correcting deficiency;
- d. Projected resolution date;
- e. Date actually resolved.

### 1.10 SITE SAFETY REFERENCE MATERIALS

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

### 1.11 EMERGENCY MEDICAL TREATMENT

Contractors must arrange for their own emergency medical treatment in accordance with EM 385-1-1. Government has no responsibility to provide emergency medical treatment.

### 1.12 NOTIFICATIONS and REPORTS

#### 1.12.1 Mishap Notification

Notify the Contracting Officer as soon as practical, but no more than twenty-four hours, after any mishaps, including recordable accidents, incidents, and near misses, as defined in EM 385-1-1 Appendix Q, any report of injury, illness, or any property damage. For LHE or rigging mishaps, notify the Contracting Officer as soon as practical but not more than four hours after mishap. The Contractor is responsible for obtaining appropriate medical and emergency assistance and for notifying fire, law enforcement, and regulatory agencies. Immediate reporting is required for electrical mishaps, to include Arc Flash; shock; uncontrolled release of hazardous energy (includes electrical and non-electrical); load handling equipment or rigging; fall from height (any level other than same surface); and underwater diving. These mishaps must be investigated in depth to identify all causes and to recommend hazard control measures.

Within notification include Contractor name; Contract title; type of Contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (for example, type of construction equipment used and PPE used). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. Assist and cooperate fully with the Government's investigation(s) of any mishap.



## 1.12.2 Accident Reports

- a. Conduct an accident investigation for recordable injuries and illnesses, property damage, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. Complete the applicable USACE Accident Report Form 3394, and provide the report to the Contracting Officer within 5 calendar days of the accident. The Contracting Officer will provide copies of any required or special forms.
- b. Near Misses: For Army projects, report all "Near Misses" to the GDA, using local mishap reporting procedures, within 24 hrs. The Contracting Officer will provide the Contractor the required forms. Near miss reports are considered positive and proactive Contractor safety management actions.
- c. Conduct an accident investigation for any load handling equipment accident (including rigging accidents) to establish the root cause(s) of the accident. Complete the LHE Accident Report (Crane and Rigging Accident Report) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Do not proceed with crane operations until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The Contracting Officer will provide a blank copy of the accident report form.

## 1.12.3 LHE Inspection Reports

Submit LHE inspection reports required in accordance with EM 385-1-1 and as specified herein with Daily Reports of Inspections.

## 1.12.4 Certificate of Compliance and Pre-lift Plan/Checklist for LHE and Rigging

Provide a FORM 16-1 Certificate of Compliance for LHE entering an activity under this Contract and in accordance with EM 385-1-1. Post certifications on the crane.

Develop a Standard Lift Plan (SLP) in accordance with EM 385-1-1, Section 16.H.03 using Form 16-2 Standard Pre-Lift Crane Plan/Checklist for each lift planned. Submit SLP to the Contracting Officer for approval within 15 calendar days in advance of planned lift.

## 1.13 HOT WORK

## 1.13.1 Permit and Personnel Requirements

Submit and obtain a written permit prior to performing "Hot Work" (i.e. welding or cutting) or operating other flame-producing/spark producing devices. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. Provide at least two 20 pound 4A:20 BC rated extinguishers for normal "Hot Work". The extinguishers must be current inspection tagged, and contain an approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch must be trained in accordance with NFPA 51B and remain on-site for a minimum of one hour after completion of the task or as specified on the hot work permit.



### 1.13.2 Work Around Flammable Materials

Obtain permit approval from a NFPA Certified Marine Chemist, or Certified Industrial Hygienist for "HOT WORK" within or around flammable materials (such as fuel systems or welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, or vaults) that have the potential for flammable or explosive atmospheres.

Whenever these materials, except beryllium and chromium (VI), are encountered in indoor operations, local mechanical exhaust ventilation systems that are sufficient to reduce and maintain personal exposures to within acceptable limits must be used and maintained in accordance with manufacturer's instruction and supplemented by exceptions noted in EM 385-1-1, Section 06.H

### 1.14 CONFINED SPACE ENTRY REQUIREMENTS

Confined space entry must comply with Section 34 of EM 385-1-1, OSHA 29 CFR 1926, OSHA 29 CFR 1910, OSHA 29 CFR 1910.146, and OSHA Directive CPL 2.100. Any potential for a hazard in the confined space requires a permit system to be used.

#### 1.14.1 Entry Procedures

Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. Comply with EM 385-1-1, Section 34 for entry procedures. Hazards pertaining to the space must be reviewed with each employee during review of the AHA.

#### 1.14.2 Forced Air Ventilation

Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its action level.

#### 1.14.3 Sewer Wet Wells

Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

#### 1.14.4 Rescue Procedures and Coordination with Local Emergency Responders

Develop and implement an on-site rescue and recovery plan and procedures. The rescue plan must not rely on local emergency responders for rescue from a confined space.

### 1.15 SEVERE STORM PLAN

In the event of a severe storm warning, the Contractor must comply with the applicable Storm Plan and:

- a. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing



facilities.

- c. Ensure that temporary erosion controls are adequate.

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

### 3.1 CONSTRUCTION AND OTHER WORK

Comply with EM 385-1-1, NFPA 70, the APP, the AHA, Federal and State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

PPE is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Safety glasses must be worn or carried/available on each person. Mandatory PPE includes:

- a. Hard Hat
- b. Long Pants
- c. Appropriate Safety Shoes
- d. Appropriate Class Reflective Vests

#### 3.1.1 Worksite Communication

Employees working alone in a remote location or away from other workers must be provided an effective means of emergency communications (i.e., cellular phone, two-way radios, land-line telephones or other acceptable means). The selected communication must be readily available (easily within the immediate reach) of the employee and must be tested prior to the start of work to verify that it effectively operates in the area/environment. Develop an employee check-in/check-out communication procedure to ensure employee safety.

#### 3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this Contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint, and hexavalent chromium, are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.



### 3.1.3 Unforeseen Hazardous Material

Contract documents identify materials such as PCB, lead paint, and friable and non-friable asbestos and other OSHA regulated chemicals (i.e. 29 CFR Part 1910.1000). If material(s) that may be hazardous to human health upon disturbance are encountered during construction operations, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to FAR 52.243-4 Changes and FAR 52.236-2 Differing Site Conditions.

### 3.2 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Provide and operate a Hazardous Energy Control Program (HECP) in accordance with EM 385-1-1 Section 12, 29 CFR 1910.333, 29 CFR 1915.89, ASSP A10.44, and paragraph HAZARDOUS ENERGY CONTROL PROGRAM (HECP).

#### 3.2.1 Lockout/Tagout Isolation

Where the Government or Utility performs equipment isolation and lockout/tagout, the Contractor must place their own locks and tags on each energy-isolating device and proceed in accordance with the HECP. Before any work begins, both the Contractor and the Government or Utility must perform energy isolation verification testing while wearing required PPE detailed in the Contractor's AHA and required by EM 385-1-1, Sections 05.I and 11.B. Install personal protective grounds, with tags, to eliminate the potential for induced voltage in accordance with EM 385-1-1, Section 12.E.06.

#### 3.2.2 Lockout/Tagout Removal

Upon completion of work, conduct lockout/tagout removal procedure in accordance with the HECP. In accordance with EM 385-1-1, Section 12.E.08, each lock and tag must be removed from each energy isolating device by the authorized individual or systems operator who applied the device. Provide formal notification to the Government (by completing the Government form if provided by Contracting Officer's Representative), confirming that steps of de-energization and lockout/tagout removal procedure have been conducted and certified through inspection and verification. Government or Utility locks and tags used to support the Contractor's work will not be removed until the authorized Government employee receives the formal notification.

### 3.3 FALL PROTECTION PROGRAM

Establish a fall protection program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify roles and responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures in accordance with ASSP Z359.2 and EM 385-1-1, Sections 21.A and 21.D.

#### 3.3.1 Training

Institute a fall protection training program. As part of the Fall



Protection Program, provide training for each employee who might be exposed to fall hazards and using personal fall protection equipment. Provide training by a competent person for fall protection in accordance with EM 385-1-1, Section 21.C. Document training and practical application of the competent person in accordance with EM 385-1-1, Section 21.C.04 and ASSP Z359.2 in the AHA.

### 3.3.2 Fall Protection Equipment and Systems

Enforce use of personal fall protection equipment and systems designated (to include fall arrest, restraint, and positioning) for each specific work activity in the Site Specific Fall Protection and Prevention Plan and AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1, Section 21.

Provide personal fall protection equipment, systems, subsystems, and components that comply with EM 385-1-1 Section 21.I, 29 CFR 1926.500 Subpart M, ASSP Z359.0, ASSP Z359.1, ASSP Z359.2, ASSP Z359.3, ASSP Z359.4, ASSP Z359.6, ASSP Z359.7, ASSP Z359.11, ASSP Z359.12, ASSP Z359.13, ASSP Z359.14, ASSP Z359.15, ASSP Z359.16 and ASSP Z359.18.

#### 3.3.2.1 Additional Personal Fall Protection Measures

In addition to the required fall protection systems, other protective measures such as safety skiffs, personal floatation devices, and life rings, are required when working above or next to water in accordance with EM 385-1-1, Sections 21.0 through 21.0.06. Personal fall protection systems and equipment are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall protection systems are required when operating other equipment such as scissor lifts. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, travel, or while performing work.

#### 3.3.2.2 Personal Fall Protection Equipment

Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. The use of body belts is not acceptable. Harnesses must have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Snap hooks and carabineers must be self-closing and self-locking, capable of being opened only by at least two consecutive deliberate actions and have a minimum gate strength of 3,600 lbs in all directions. Use webbing, straps, and ropes made of synthetic fiber. The maximum free fall distance when using fall arrest equipment must not exceed 6 feet, unless the proper energy absorbing lanyard is used. Always take into consideration the total fall distance and any swinging of the worker (pendulum-like motion), that can occur during a fall, when attaching a person to a fall arrest system. Equip all full body harnesses with Suspension Trauma Preventers such as stirrups, relief steps, or similar in order to provide short-term relief from the effects of orthostatic intolerance in accordance with EM 385-1-1, Section 21.I.06.

#### 3.3.3 Horizontal Lifelines (HLL)

Provide HLL in accordance with EM 385-1-1, Section 21.I.08.d.2. Commercially manufactured horizontal lifelines (HLL) must be designed, installed, certified and used, under the supervision of a qualified



person, for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500). The competent person for fall protection may (if deemed appropriate by the qualified person) supervise the assembly, disassembly, use and inspection of the HLL system under the direction of the qualified person. Locally manufactured HLLs are not acceptable unless they are custom designed for limited or site specific applications by a Registered Professional Engineer who is qualified in designing HLL systems.

#### 3.3.4 Guardrails and Safety Nets

Design, install and use guardrails and safety nets in accordance with EM 385-1-1, Section 21.F.01 and 29 CFR 1926 Subpart M.

#### 3.3.5 Rescue and Evacuation Plan and Procedures

When personal fall arrest systems are used, ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue or assisted-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan within the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP). The plan must be in accordance with the requirements of EM 385-1-1, ASSP Z359.2, and ASSP Z359.4.

### 3.4 EQUIPMENT

#### 3.4.1 Load Handling Equipment (LHE)

The following requirements apply. In exception, these requirements do not apply to commercial truck mounted and articulating boom cranes used solely to deliver material and supplies (not prefabricated components, structural steel, or components of a systems-engineered metal building) where the lift consists of moving materials and supplies from a truck or trailer to the ground; to cranes installed on mechanics trucks that are used solely in the repair of shore-based equipment; to crane that enter the activity but are not used for lifting; nor to other machines not used to lift loads suspended by rigging equipment. However, LHE accidents occurring during such operations must be reported.

- a. Equip cranes and derricks as specified in EM 385-1-1, Section 16.
- b. Notify the Contracting Officer 15 working days in advance of any LHE entering the activity, in accordance with EM 385-1-1, Section 16.A.02, so that necessary quality assurance spot checks can be coordinated. Contractor's operator must remain with the crane during the spot check. Rigging gear must be in accordance with OSHA Standards.
- c. Comply with the LHE manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.
- d. Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.8 for floating cranes and floating derricks and ASME B30.26 for rigging



hardware.

- e. When operating in the vicinity of overhead transmission lines, operators and riggers must be alert to this special hazard and follow the requirements of EM 385-1-1 Section 11 and ASME B30.5 as applicable.
- f. Do not use crane suspended personnel work platforms (baskets) unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Do not lift personnel with a line hoist or friction crane. Additionally, submit a specific AHA for this work to the Contracting Officer. Ensure the activity and AHA are thoroughly reviewed by all involved personnel.
- g. Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10, Standard for Portable Fire Extinguishers.
- h. All employees must keep clear of loads about to be lifted and of suspended loads, except for employees required to handle the load.
- i. Use cribbing when performing lifts on outriggers.
- j. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- k. A physical barricade must be positioned to prevent personnel access where accessible areas of the LHE's rotating superstructure poses a risk of striking, pinching or crushing personnel.
- l. Maintain inspection records in accordance by EM 385-1-1, Section 16.D, including shift, monthly, and annual inspections, the signature of the person performing the inspection, and the serial number or other identifier of the LHE that was inspected. Records must be available for review by the Contracting Officer.
- m. Maintain written reports of operational and load testing in accordance with EM 385-1-1, Section 16.F, listing the load test procedures used along with any repairs or alterations performed on the LHE. Reports must be available for review by the Contracting Officer.
- n. Certify that all LHE operators have been trained in proper use of all safety devices (e.g. anti-two block devices).
- o. Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. At wind speeds greater than 20 mph, the operator, rigger and lift supervisor must cease all crane operations, evaluate conditions and determine if the lift may proceed. Base the determination to proceed or not on wind calculations per the manufacturer and a reduction in LHE rated capacity if applicable. Include this maximum wind speed determination as part of the activity hazard analysis plan for that operation.
- q. Follow FAA guidelines when required based on project location.

#### 3.4.2 Machinery and Mechanized Equipment

- a. Proof of qualifications for operator must be kept on the project site for review.



- b. Manufacture specifications or owner's manual for the equipment must be on-site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Incorporate such additional safety precautions or requirements into the AHAs.

### 3.5 ELECTRICAL

Perform electrical work in accordance with EM 385-1-1, Sections 11 and 12.

#### 3.5.1 Conduct of Electrical Work

As delineated in EM 385-1-1, electrical work is to be conducted in a de-energized state unless there is no alternative method for accomplishing the work. In those cases obtain an energized work permit from the Contracting Officer. The energized work permit application must be accompanied by the AHA and a summary of why the equipment/circuit needs to be worked energized. Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Attach temporary grounds. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator is allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method.

When work requires work near energized circuits as defined by NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves and electrical arc flash protection for personnel. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA. Ensure that each employee is familiar with and complies with these procedures and 29 CFR 1910.147.

#### 3.5.2 Qualifications

Electrical work must be performed by QP with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and Local Certifications or Licenses that a Master or Journeyman Electrician may hold, depending on work being performed, and must be identified in the appropriate AHA. Journeyman/Apprentice ratio must be in accordance with State and Local requirements applicable to where work is being performed.

#### 3.5.3 Arc Flash

Conduct a hazard analysis/arc flash hazard analysis whenever work on or near energized parts greater than 50 volts is necessary.

All personnel entering the identified arc flash protection boundary must be QPs and properly trained in requirements and procedures. No Unqualified Person is permitted to approach nearer than the Limited Approach Boundary of energized conductors and circuit parts. Training must be administered by an electrically qualified source and documented.



#### 3.5.4 Grounding

Ground electrical circuits, equipment and enclosures in accordance with NFPA 70 to provide a permanent, continuous and effective path to ground unless otherwise noted by EM 385-1-1.

Check grounding circuits to ensure that the circuit between the ground and a grounded power conductor has a resistance low enough to permit sufficient current flow to allow the fuse or circuit breaker to interrupt the current.

#### 3.5.5 Testing

Temporary electrical distribution systems and devices must be inspected, tested and found acceptable for Ground-Fault Circuit Interrupter (GFCI) protection, polarity, ground continuity, and ground resistance before initial use, before use after modification and at least monthly. Monthly inspections and tests must be maintained for each temporary electrical distribution system, and signed by the electrical CP or QP.

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SOURCES FOR REFERENCE PUBLICATIONS  
02/19

## PART 1 GENERAL

## 1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization (e.g. ASTM B564 Standard Specification for Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

## 1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided.

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)  
520 N. Northwest Highway  
Park Ridge, IL 60068  
Ph: 847-699-2929  
Internet: <https://www.assp.org/>

ASTM INTERNATIONAL (ASTM)  
100 Barr Harbor Drive, P.O. Box C700  
West Conshohocken, PA 19428-2959  
Ph: 610-832-9500  
Fax: 610-832-9555  
E-mail: [service@astm.org](mailto:service@astm.org)  
Internet: <https://www.astm.org/>

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

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



<https://www.hnc.usace.army.mil/Missions/Engineering-Directorate/TECHINFO/>

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

8601 Adelphi Road

College Park, MD 20740-6001

Ph: 866-272-6272

Internet: <https://www.archives.gov/>

Order documents from:

Superintendent of Documents

U.S. Government Publishing Office (GPO)

732 N. Capitol Street, NW

Washington, DC 20401

Ph: 202-512-1800 or 866-512-1800

Bookstore: 202-512-0132

Internet: <https://www.gpo.gov/>

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

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## SECTION 01 45 00

QUALITY CONTROL  
11/16

## PART 1 GENERAL

## 1.1 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program. Include all associated costs in the applicable Bid Schedule item.

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

## SD-01 Preconstruction Submittals

Contractor Quality Control (CQC) Plan; G, AO

Contractor Quality Control Plan Checklist; G, AO

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

## 3.1 GENERAL REQUIREMENTS

Establish and maintain an effective quality control (QC) system. QC consist of plans, procedures, and organization necessary to produce an end product which complies with the Contract requirements. The QC system covers all construction operations, both onsite and offsite, and be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the Contract. In this context the highest level manager responsible for the overall construction activities at the site, including quality and production is the project superintendent. The project superintendent maintains a physical presence at the site at all times and is responsible for all construction and related activities at the site, except as otherwise acceptable to the Contracting Officer.

## 3.2 CONTRACTOR QUALITY CONTROL (CQC) PLAN

Submit no later than 15 calendar days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan and Contractor Quality Control Plan Checklist. The Government will consider an interim plan for the first 15 calendar days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the accepted interim plan will not be permitted to begin until



acceptance of a CQC Plan or another interim plan containing the additional work.

### 3.2.1 Content of the CQC Plan

Include, as a minimum, the following to cover all construction-operations, both onsite and offsite, including work by subcontractors, suppliers and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff will implement the three phase control system for all aspects of the work specified. Include a CQC System Manager that reports to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the Contract. Letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities will be issued by the CQC System Manager. Furnish copies of these letters to the Contracting Officer.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. Make these procedures in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by the Contracting Officer are required to be used.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. Establish verification procedures that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and is identified by different trades or disciplines, or it is work by the same trade in a different environment. Although each section of the specifications can generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.



### 3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in the Contractor Quality Control(CQC) Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.3 Notification of Changes

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

## 3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, meet with the Contracting Officer and discuss the Contractor's quality control system. Submit the CQC Plan a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details will be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government, signed by both the Contractor and the Contracting Officer and will become a part of the contract file. There can be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which can require corrective action by the Contractor.

## 3.4 QUALITY CONTROL ORGANIZATION

### 3.4.1 Personnel Requirements

The requirements for the CQC organization are a Safety and Health Manager, CQC System Manager, and sufficient number of additional qualified personnel to ensure safety and Contract compliance. The Safety and Health Manager reports directly to a senior project (or corporate) official independent from the CQC System Manager. The Safety and Health Manager will also serve as a member of the CQC Staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff maintains a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure Contract compliance. The CQC staff will be subject to acceptance by the Contracting Officer. Provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Promptly complete and furnish all letters, material submittals, shop drawing submittals, schedules and all other project documentation to the CQC organization. The CQC organization is responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.



### 3.4.2 CQC System Manager

Identify as CQC System Manager an individual within the onsite work organization that is responsible for overall management of CQC and has the authority to act in all CQC matters for the Contractor. The CQC System Manager is required to be a construction person with a minimum of 5 years in related work. This CQC System Manager is on the site at all times during construction and is employed by the prime Contractor. Assign the CQC System Manager as System Manager, but not as the project superintendant as described in paragraph 3.1. Identify in the plan an alternate to serve in the event of the CQC System Manager's absence. The requirements for the alternate are the same as the CQC System Manager.

### 3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil. These individuals or specialized technical companies are employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on the specialized personnel's areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals can perform other duties but need to be allowed sufficient time to perform the specialized personnel's assigned quality control duties as described in the Quality Control Plan. A single person can cover more than one area provided that the single person is qualified to perform quality control activities in each designated and that workload allows.

Experience Matrix	
Area	Qualifications
Civil	Graduate Civil Engineer or Construction Manager with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience

### 3.4.4 Additional Requirement

In addition to the above experience and education requirements, the Contractor Quality Control(CQC) System Manager and Alternate CQC System Manager are required to have completed the Construction Quality Management (CQM) for Contractors course. If the CQC System Manager does not have a current certification, obtain the CQM for Contractors course certification within 90 calendar days of award. This course is periodically offered by the U.S. Army Corps of Engineers. Contact Mr. Chris Ignatowski (716-879-4257) of the Construction Branch, Buffalo District, for the latest information on the course.

The Construction Quality Management Training certificate expires after 5 years. If the CQC System Manager's certificate has expired, retake the course to remain current.

### 3.4.5 Organizational Changes

Maintain the CQC staff at full strength at all times. When it is necessary



to make changes to the CQC staff, revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

### 3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, have to comply with the requirements in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization is responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

### 3.6 CONTROL

CQC is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control are required to be conducted by the CQC System Manager for each definable feature of the construction work as follows:

#### 3.6.1 Preparatory Phase

This phase is performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase includes:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. Make available during the preparatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field. Maintain and make available in the field for use by Government personnel until final acceptance of the work.
- b. Review of the Contract drawings.
- c. Check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the Contract.
- f. Examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. Review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. Check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government needs to be notified at least 48 hours in advance of



beginning the preparatory control phase. Include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. Document the results of the preparatory phase actions by separate minutes prepared by the CQC System Manager and attach to the daily CQC report. Instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase is accomplished at the beginning of a definable feature of work. Accomplish the following:

- a. Check work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing are in compliance with the contract.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government needs to be notified at least 72 hours in advance of beginning the initial phase for definable feature of work. Prepare separate minutes of this phase by the CQC System Manager and attach to the daily CQC report. Indicate the exact location of initial phase for definable feature of work for future reference and comparison with follow-up phases.
- g. The initial phase for each definable feature of work is repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Perform daily checks to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. Record the checks in the CQC documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

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



### 3.7 COMPLETION INSPECTION

#### 3.7.1 Punch-Out Inspection

Conduct an inspection of the work by the CQC System Manager near the end of the work, or any increment of the work established by the time stated. Prepare and include in the CQC documentation a punch list of items which do not conform to the approved drawings and specifications, as required by paragraph DOCUMENTATION. Include within the list of deficiencies the estimated date by which the deficiencies will be corrected. Make a second inspection the CQC System Manager or staff to ascertain that all deficiencies have been corrected. Once this is accomplished, notify the Government that the facility is ready for the Government Pre-Final inspection.

#### 3.7.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. Ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Correct any items noted on the Pre-Final inspection in a timely manner. These inspections and any deficiency corrections required by this paragraph need to be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

#### 3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative is required to be in attendance at the final acceptance inspection. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notify the Contracting Officer at least 14 calendar days prior to the final acceptance inspection and include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the Contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost.

### 3.8 DOCUMENTATION

#### 3.8.1 Quality Control Activities

Maintain current records providing factual evidence that required quality control activities and/or tests have been performed. Include in these records the work of subcontractors and suppliers on an acceptable form that includes, as a minimum, the following information:

- a. The name and area of responsibility of the Contractor/Subcontractor.
- b. Operating plant/equipment with hours worked, idle, or down for repair.



- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. Identify the control phase (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with Contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.

### 3.8.2 Verification Statement

Indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. Cover both conforming and deficient features and include a statement that equipment and materials incorporated in the work and workmanship comply with the Contract. Furnish the original and one copy of these records in report form to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, prepare and submit one report for every 7 days of no work and on the last day of a no work period. Account for all calendar days throughout the life of the contract. The first report following a day of no work will be for that day only. Reports need to be signed and dated by the Contractor Quality Control(CQC) System Manager. Include copies of test reports and copies of reports prepared by all subordinate quality control personnel within the CQC System Manager Report.

### 3.9 SAMPLE FORMS

The web-based Resident Management System Contractor Mode (RMS Contractor Mode) will generate the CQC Daily Report and other forms needed to track and manage the project.

### 3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the



Contracting Officer can issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --



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## SECTION 01 45 00.15

## RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE(RMS CM)

**11/16**

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## SECTION 01 45 00.15

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE(RMS CM)  
11/16

## PART 1 GENERAL

## 1.1 REFERENCES

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

## U.S. ARMY CORPS OF ENGINEERS (USACE)

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

## 1.2 CONTRACT ADMINISTRATION

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

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

## 1.2.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible between the Government and Contractor. Correspondence, pay requests and other documents comprising the official contract record are also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

## 1.2.2 Other Factors

See Section 01 33 00 SUBMITTAL PROCEDURES, and Section 01 45 00 QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through RMS. Also, there is no separate payment for establishing and maintaining the RMS database; costs associated will be included in the contract pricing for the work.



## 1.3 RMS SOFTWARE

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

## 1.3.1 RMS CONTRACTOR'S MODE (CM)

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

## 1.4 SYSTEM REQUIREMENTS

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

Minimum RMS System Requirements	
Hardware	
Windows-based PC	1.5 GHz 2 core or higher processor
RAM	8 GB
Hard drive disk	200 GB space for sole use by the QCS system
Monitor	Screen resolution 1366 x 768
Mouse or other pointing device	
Windows compatible printer	Laser printer: 4 MB+ of RAM
Connection to the Internet	minimum 4 Mbs per user
Software	
MS Windows	Windows 7 x 64 bit (RMS requires 64 bit O/S) or newer
Word Processing software	Viewer for MS Word 2013, MS Excel 2013, or newer



Minimum RMS System Requirements	
Microsoft.NET Framework	Coordinate with Government QA Representative for free version required
Email	MAPI compatible
Virus protection software	Regularly upgraded with all issued manufacturer's updates and is able to detect most zero day viruses.

## 1.5 RELATED INFORMATION

### 1.5.1 RMS User Guide

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

## 1.6 CONTRACT DATABASE

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

## 1.7 DATABASE MAINTENANCE

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

### 1.7.1 Administration

#### 1.7.1.1 Contractor Information

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

#### 1.7.1.2 Subcontractor Information

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



#### 1.7.1.3 Correspondence

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

#### 1.7.1.4 Equipment

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

#### 1.7.1.5 Management Reporting

RMS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of RMS. Among these reports are: Progress Payment Request worksheet, Quality Assurance/Quality Control (QA/QC) comments, Submittal Register Status, Three-Phase Control checklists.

#### 1.7.1.6 Request For Information (RFI)

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

### 1.7.2 Finances

#### 1.7.2.1 Pay Activity Data

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

#### 1.7.2.2 Payment Requests

Prepare all progress payment requests using RMS. Complete the payment request worksheet, prompt payment certification, and payment invoice in RMS. Update the work completed under the contract, measured as percent or as specific quantities, at least monthly. After the update, generate a payment request report using RMS. Submit the payment request, prompt payment certification, and payment invoice with supporting data using RMS CM. If permitted by the Contracting Officer, email or a optical disc may be used. A signed paper copy of the approved payment request is also required and will govern in the event of discrepancy with the electronic version.

### 1.7.3 Quality Control (QC)

RMS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. Maintain this data on a daily basis. Entered data will automatically output to the



RMS generated daily report. Provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01 45 00 QUALITY CONTROL. Within 7 calendar days of Government acceptance, submit a RMS update reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

#### 1.7.3.1 Daily Contractor Quality Control (CQC) Reports.

RMS includes the means to produce the Daily CQC Report. The Contractor can use other formats to record basic Quality Control (QC) data. However, the Daily CQC Report generated by RMS will be the Contractor's official report. Summarize data from any supplemental reports by the Contractor and consolidate onto the RMS-generated Daily CQC Report. Submit daily CQC Reports as required by Section 01 45 00 QUALITY CONTROL. Electronically submit reports to the Government within 24 hours after the date covered by the report. Also provide the Government a signed, printed copy of the daily CQC report.

#### 1.7.3.2 Deficiency Tracking.

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

#### 1.7.3.3 QC Requirements

Develop and maintain a complete list of QC testing and required structural and life safety special inspections required by the International Code Council (ICC), transferred and installed property, and user training requirements in RMS. Update data on these QC requirements as work progresses, and promptly provide the information to the Government via RMS.

#### 1.7.3.4 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS.

#### 1.7.3.5 Labor and Equipment Hours

Log labor and equipment exposure hours on a daily basis. The labor and equipment exposure data will be rolled up into a monthly exposure report.

#### 1.7.3.6 Accident/Safety Reporting

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be provided via RMS CM. Regularly update the correction status of the safety comments. In addition, utilize RMS to advise the Government of any accidents occurring on the jobsite. A brief supplemental entry of an accident is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.



#### 1.7.3.7 Features of Work

Include a complete list of the features of work in the RMS database. A feature of work is associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

#### 1.7.3.8 Hazard Analysis

Use RMS CM to develop a hazard analysis for each feature of work included in the CQC Plan. The Activity Hazard Analysis will include information required by EM 385-1-1, paragraph 01.A.13.

#### 1.7.4 Submittal Management

The Government will provide the initial submittal register in electronic format. Thereafter, maintain a complete list of submittals, including completion of data columns. Dates when submittals are received and returned by the Government will be included. Use RMS CM to track and transmit submittals. ENG Form 4025, submittal transmittal form, and the submittal register update is produced using RMS. RMS will be used to update, store and exchange submittal registers and transmittals. In addition to requirements stated in specification 01 33 00, actual submittals are to be stored in RMS CM. Exception will be where the Contracting Officer specifies only hard copies required, where size of document cannot be saved in RMS CM, and where samples, spare parts, color boards, and full size drawings are to be provided.

#### 1.7.5 Schedule

Develop a construction schedule consisting of pay activities. Input and maintain in the RMS database the schedule either manually or by using the Standard Data Exchange Format (SDEF). Include with each pay request the updated schedule. Provide electronic copies of transmittals.

#### 1.7.6 Import/Export of Data

RMS includes the ability to import schedule data using SDEF.

#### 1.8 IMPLEMENTATION

Use of RMS CM as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain contract data within the RMS CM system. RMS CM is an integral part of the Contractor's management of quality control.

#### 1.9 MONTHLY COORDINATION MEETING

Update the RMS CM database each workday. At least monthly, generate and submit a schedule update. At least one week prior to submittal, meet with the Government representative to review the planned progress payment data submission for errors and omissions.

Make required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will not be accepted. The Government will not process progress payments until all required corrections are processed.



## 1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification.

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

Not Used

-- End of Section --



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## SECTION 01 57 19

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**11/15**

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## SECTION 01 57 19

TEMPORARY ENVIRONMENTAL CONTROLS  
11/15

## PART 1 GENERAL

## 1.1 REFERENCES

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

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

40 CFR 112	Oil Pollution Prevention
40 CFR 279	Standards for the Management of Used Oil
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan
40 CFR 300.125	National Oil and Hazardous Substances Pollution Contingency Plan - Notification and Communications
40 CFR 355	Emergency Planning and Notification
40 CFR 60	Standards of Performance for New Stationary Sources
40 CFR 63	National Emission Standards for Hazardous Air Pollutants for Source Categories
40 CFR 64	Compliance Assurance Monitoring

## 1.2 DEFINITIONS

## 1.2.1 Class I and II Ozone Depleting Substance (ODS)

Class I ODS is defined in Section 602(a) of The Clean Air Act. A list of Class I ODS can be found on the EPA website at the following weblink.  
<http://www.epa.gov/ozone/science/ods/classone.html>.

Class II ODS is defined in Section 602(s) of The Clean Air Act. A list of Class II ODS can be found on the EPA website at the following weblink.  
<http://www.epa.gov/ozone/science/ods/classtwo.html>.

## 1.2.2 Contractor Generated Hazardous Waste

Contractor generated hazardous waste is materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene), waste thinners, excess



paints, excess solvents, waste solvents, excess pesticides, and contaminated pesticide equipment rinse water.

#### 1.2.3 Electronics Waste

Electronics waste is discarded electronic devices intended for salvage, recycling, or disposal.

#### 1.2.4 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally or historically.

#### 1.2.5 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

#### 1.2.6 National Pollutant Discharge Elimination System (NPDES)

The NPDES permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States.

#### 1.2.7 Oily Waste

Oily waste are those materials that are, or were, mixed with Petroleum, Oils, and Lubricants (POLs) and have become separated from the POLs. Oily wastes also means materials, including wastewaters, centrifuge solids, filter residues or sludges, bottom sediments, tank bottoms, and sorbents which have come into contact with and have been contaminated by POLs and may be appropriately tested and discarded in a manner which is in compliance with other state and local requirements.

This definition includes materials such as oily rags, "kitty litter" sorbent clay and organic sorbent material. These materials may be land filled provided that: It is not prohibited in other state regulations or local ordinances; the amount generated is "de minimus" (a small amount); it is the result of minor leaks or spills resulting from normal process operations; and free-flowing oil has been removed to the practicable extent possible. Large quantities of this material, generated as a result of a major spill or in lieu of proper maintenance of the processing equipment, are a solid waste. As a solid waste, perform a hazardous waste determination prior to disposal. As this can be an expensive process, it is recommended that this type of waste be minimized through good housekeeping practices and employee education.

#### 1.2.8 Wastewater

##### 1.2.8.1 Stormwater

Stormwater is any precipitation in an urban or suburban area that does not



evaporate or soak into the ground, but instead collects and flows into storm drains, rivers, and streams.

#### 1.2.9 Waters of the United States

Waters of the United States means Federally jurisdictional waters, including wetlands, that are subject to regulation under Section 404 of the Clean Water Act or navigable waters, as defined under the Rivers and Harbors Act.

#### 1.2.10 Wetlands

Wetlands are those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

#### SD-01 Preconstruction Submittals

Regulatory Notifications; G, AO

Environmental Protection Plan; G, AO

#### SD-11 Closeout Submittals

Waste Determination Documentation

### 1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire duration of this Contract. Comply with federal, state, and local regulations pertaining to the environment, including water, air, solid waste, oily substances, and noise pollution.

Tests and procedures assessing whether construction operations comply with Applicable Environmental Laws may be required. Perform analytical work using qualified laboratories; and where required by law, the laboratories, certified.

### 1.5 QUALITY ASSURANCE

#### 1.5.1 Regulatory Notifications

Provide any regulatory notification requirements in accordance with federal, state and local regulations. In cases where the Government will also provide public notification (such as Clean Water Act public notices),



coordinate with the Contracting Officer. Submit copies of regulatory notifications to the Contracting Officer within 10 calendar days prior to commencement of work activities.

#### 1.5.2 Non-Compliance Notifications

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with federal, state or local environmental laws or regulations, permits, and other elements of the Contractor's EPP. After receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or equitable adjustments allowed for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

#### 1.5.3 Environmental Brief

a. Attend an environmental brief to be included in the preconstruction meeting. Provide the following information: environmental (no work) dates for resource protection, types and quantities of wastes that may be generated during the Contract, and any dredged sediment discharge requirements or limitations. Discuss the results of the Preconstruction Survey at this time.

b. Prior to initiating any work on site, meet with the Contracting Officer and installation Environmental Office to discuss the proposed Environmental Protection Plan (EPP). Develop a mutual understanding relative to the details of environmental protection, including measures for protecting natural, required reports, required permits and permit requirements (such as mitigation measures), and other measures to be taken.

#### 1.5.4 Environmental Manager

Appoint in writing an Environmental Manager for the project site. The Environmental Manager is directly responsible for coordinating contractor compliance with federal, state, local requirements. The Environmental Manager must ensure implementation of the EPP compliance with any certification or permit conditions imposed by federal, state or local authorities, and that environmental permits are obtained, maintained, and closed out. This can be a collateral position; however, the person in this position must be trained to adequately maintain the Environmental Records binder and required documentation, including environmental permits compliance and close-out.

#### 1.6 ENVIRONMENTAL PROTECTION PLAN (EPP)

The purpose of the EPP is to present an overview of known or potential environmental issues to be considered and addressed during construction. Incorporate construction related objectives and targets from the Contracting Officer into the EPP. Include in the EPP measures for protecting natural resources, required reports, and other measures to be taken. Meet with the Contracting Officer or Contracting Officer Representative to discuss the EPP and develop a mutual understanding relative to the details for environmental protection including measures for protecting natural resources, required reports, and other measures to be taken. Submit the EPP within 15 calendar days after notice to proceed.



Revise the EPP throughout the project to include any reporting requirements, changes in site conditions, or contract modifications that change the project scope of work in a way that could have an environmental impact. No requirement in this section will relieve the Contractor of any applicable federal, state, and local environmental protection laws and regulations. During Construction, identify, implement, and submit for approval any additional requirements to be included in the EPP. Maintain the current version onsite.

The EPP includes, but is not limited to, the following elements:

#### 1.6.1 General Overview and Purpose

##### 1.6.1.1 Descriptions

A brief description of each specific plan as required by environmental permit or elsewhere in this Contract such as spill control plan, air pollution control plan, contaminant prevention plan, pesticide treatment plan, a historical, archaeological, cultural resources, biological resources and wetlands plan, land traffic, or vessel traffic, or both, control plan(s), borrowing material plan.

##### 1.6.1.2 Duties

The duties and level of authority assigned to the person(s) on the job site who oversee environmental compliance, such as who is responsible for adherence to the EPP, who is responsible for spill cleanup and training personnel on spill response procedures, and who is responsible for training the Contractor's environmental protection personnel. Submit Environmental Manager Qualifications as part of the EPP.

##### 1.6.1.3 Procedures

A copy of any standard or project-specific operating procedures that will be used to effectively manage and protect the environment on the project site.

##### 1.6.1.4 Communications

Communication and training procedures that will be used to convey environmental management requirements to Contractor employees and subcontractors.

##### 1.6.1.5 Contact Information

Emergency contact information contact information (office phone number, cell phone number, and e-mail address).

#### 1.6.2 General Site Information

##### 1.6.2.1 Drawings

Drawings showing locations of proposed dredging areas, dredged sediment placement location(s), and any protected areas.

##### 1.6.2.2 Work Area

Work area plan showing the proposed activity in each portion of the area and identify the areas of limited use or nonuse. Include navigational or



other measures for marking the limits of use areas, including methods for protection of features to be preserved within authorized work areas and methods to control runoff and to contain materials on site, and a traffic control plan.

#### 1.6.2.3 Documentation

A letter signed by an officer of the firm appointing the Environmental Manager and stating that person is responsible for managing and implementing the Environmental Program as described in this contract. Include in this letter the Environmental Manager's authority to direct the removal and replacement of non-conforming work.

#### 1.6.3 Management of Natural Resources

- a. Land resources (e.g., associated with any confined placement)
- b. Temporary construction
- c. Fish and wildlife resources

#### 1.6.4 Prevention of Releases to the Environment

Procedures to prevent unauthorized releases of contaminants, or dredged material or both, to the environment

Notifications in the event of an unauthorized release of contaminants, or dredged material or both, to the environment

#### 1.6.5 Regulatory Notification and Permits

List what notifications and permit applications to be made. Some permits require up to 180 calendar days to obtain. Demonstrate that those permits have been obtained or applied for by including copies of applicable environmental permits. The EPP will not be approved until the permits have been obtained.

#### 1.6.6 Clean Air Act Compliance (if applicable)

##### 1.6.6.1 Pollution Generating Equipment

Identify air pollution generating equipment or processes that may require federal, state, or local permits under the Clean Air Act. Determine requirements based on any current installation permits and the impacts of the project. Provide a list of all fixed or mobile equipment, machinery or operations that could generate air emissions during the project to the Installation Environmental Office (Air Program Manager).

##### 1.6.6.2 Stationary Internal Combustion Engines

Identify portable and stationary internal combustion engines that will be supplied, used or serviced. Comply with 40 CFR 60 Subpart IIII, 40 CFR 60 Subpart JJJJ, 40 CFR 63 Subpart ZZZZ, and local regulations as applicable. At minimum, include the make, model, serial number, manufacture date, size (engine brake horsepower), and EPA emission certification status of each engine. Maintain applicable records and log hours of operation and fuel use. Include in the logs the reasons for operation and delineate between emergency and non-emergency operation.



## 1.7 LICENSES AND PERMITS

a. Obtain licenses and permits required for the construction of the project. Notify the Government of all general use permitted equipment the Contractor plans to use on site.

b. The following permits will or have already been obtained by the Government:

(1) Clean Water Act Section 401 Water Quality Certification

(2) State Coastal Zone Management Act Concurrence

## 1.8 ENVIRONMENTAL RECORDS BINDER

Maintain on-site a separate three-ring Environmental Records Binder and submit at the completion of the project. Make separate parts within the binder that correspond to each submittal listed under paragraph CLOSEOUT SUBMITTALS in this section.

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

## 3.1 PROTECTION OF NATURAL RESOURCES

Minimize interference with, disturbance to, and damage to fish, wildlife, and plants, including their habitats. Prior to the commencement of activities, consult with the Installation Environmental Office, regarding rare species or sensitive habitats that need to be protected. The protection of rare, threatened, and endangered animal and plant species identified, including their habitats, is the Contractor's responsibility.

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work that is consistent with the requirements of the Installation Environmental Office or as otherwise specified. Confine construction activities to within the limits of the work indicated or specified.

## 3.2 SURFACE AND GROUNDWATER

## 3.2.1 Waters of the United States

Do not enter, disturb, destroy, or allow discharge of contaminants (to include dredged material) into waters of the United States. The protection of waters of the United States shown on the drawings is the Contractor's responsibility. Authorization to enter specific waters of the United States identified does not relieve the Contractor from any obligation to protect other waters of the United States within, adjacent to, or in the vicinity of the construction site and associated boundaries.

## 3.3 AIR RESOURCES

Equipment operation, activities, or processes will be in accordance with



40 CFR 64 and state air emission and performance laws and standards.

### 3.4 WASTE MANAGEMENT AND DISPOSAL

#### 3.4.1 Waste Determination Documentation

Complete a Waste Determination form (provided at the pre-construction conference) for Contractor-derived wastes to be generated. All potentially hazardous solid waste streams that are not subject to a specific exclusion or exemption from the hazardous waste regulations (e.g. scrap metal, domestic sewage) or subject to special rules, (lead-acid batteries and precious metals) in accordance with the requirements of 40 CFR 261 or corresponding applicable state or local regulations. Base waste determination on user knowledge of the processes and materials used, and analytical data when necessary. Consult with the Installation environmental staff for guidance on specific requirements. Attach support documentation to the Waste Determination form. At a minimum, provide a Waste Determination form for the following waste (this listing is not inclusive): oil- and latex -based painting and caulking products, solvents, adhesives, aerosols, petroleum products, and containers of the original materials.

#### 3.4.2 Releases/Spills of Oil and Hazardous Substances

##### 3.4.2.1 Response and Notifications

a. Exercise due diligence to prevent, contain, and respond to spills of hazardous material, hazardous substances, hazardous waste, sewage, regulated gas, petroleum, lubrication oil, and other substances regulated in accordance with 40 CFR 300. Maintain spill cleanup equipment and materials at the work site. In the event of a spill, take prompt, effective action to stop, contain, curtail, or otherwise limit the amount, duration, and severity of the spill/release. In the event of any releases of oil and hazardous substances, chemicals, or gases; immediately (within 15 minutes) notify the local Fire Department, the Contracting Officer, and the state or local authority.

b. Submit verbal and written notifications as required by the federal (40 CFR 300.125 and 40 CFR 355), state, local regulations and instructions. Provide copies of the written notification and documentation that a verbal notification was made within 20 calendar days. Coordinate spill response in accordance with 40 CFR 300 and applicable state and local regulations. Contain and clean up these spills without cost to the Government.

##### 3.4.2.2 Clean Up

Clean up hazardous and non-hazardous waste spills. Reimburse the Government for costs incurred including sample analysis materials, clothing, equipment, and labor if the Government will initiate its own spill cleanup procedures, for Contractor- responsible spills, when: Spill cleanup procedures have not begun within one hour of spill discovery/occurrence; or, in the Government's judgment, spill cleanup is inadequate and the spill remains a threat to human health or the environment.

### 3.5 PREVIOUSLY USED EQUIPMENT

Clean previously used construction equipment prior to bringing it onto the



project site. Use equipment free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the U.S. Department of Agriculture jurisdictional office for additional cleaning requirements.

### 3.6 PETROLEUM, OIL, LUBRICANT (POL) STORAGE AND FUELING

POL products include flammable or combustible liquids, such as gasoline, diesel, lubricating oil, used engine oil, hydraulic oil, mineral oil, and cooking oil. Store POL products and fuel equipment and motor vehicles in a manner that affords the maximum protection against spills into the environment. Manage and store POL products in accordance with EPA 40 CFR 112, and other federal, state, regional, and local laws and regulations. Use secondary containments, dikes, curbs, and other barriers, to prevent POL products from spilling and entering the ground, storm or sewer drains, stormwater ditches or canals, or navigable waters of the United States. Describe in the EPP (see paragraph ENVIRONMENTAL PROTECTION PLAN) how POL tanks and containers are to be stored, managed, and inspected and what protections are to be employed. Storage of oil, including fuel, on the project site is not allowed. Bring fuel to the project site each day that work is performed.

#### 3.6.1 Used Oil Management

Manage used oil generated on site in accordance with 40 CFR 279. Determine if any used oil generated while onsite exhibits a characteristic of hazardous waste. Used oil containing 1,000 parts per million of solvents is considered a hazardous waste and disposed of at the Contractor's expense. Used oil mixed with a hazardous waste is also considered a hazardous waste. Dispose in accordance with paragraph HAZARDOUS WASTE DISPOSAL.

### 3.7 INADVERTENT DISCOVERY OF PETROLEUM-CONTAMINATED SOIL OR HAZARDOUS WASTES

If petroleum-contaminated soil, or suspected hazardous waste is found during construction that was not identified in the Contract documents, immediately notify the Contracting Officer. Do not disturb this material until authorized by the Contracting Officer.

### 3.8 SOUND INTRUSION

Make the maximum use of low-noise emission products, as certified by the EPA. Blasting or use of explosives are not permitted.

Keep construction activities under surveillance and control to minimize environment damage by noise. Comply with the provisions of the State of New York rules.

### 3.9 POST CONSTRUCTION CLEANUP

Clean up areas used for construction in accordance with FAR 52.236-12



"Cleaning Up". Unless otherwise instructed in writing by the Contracting Officer, remove traces of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. Grade parking area and similar temporarily used areas to conform with surrounding contours.

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**08/20**

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## SECTION 35 20 23

DREDGING  
08/20

## PART 1 GENERAL

## 1.1 GENERAL INFORMATION

This Section covers furnishing suitable dredging plant and performing all work required to remove the specified materials from within the prescribed work area limits as indicated, and placement of the dredge material within the prescribed material placement areas. The Contractor is responsible for making their own investigation of submerged, surface, and overhead structures in the work areas and other locations they find necessary to traverse. The exact location, depths, and heights of various structures including, but not limited to submarine cables, pipes, highlines, docks, piers, bulkheads, and bridges (as applicable), are not known and it will be necessary for the Contractor to ascertain interference problems and notify the respective owners in advance of dredging operations. The Contractor is responsible for making necessary arrangements with the respective owners of the structure(s) to assure satisfactory completion of dredging in the vicinity with a minimum interruption of service, and shall perform their operations in such a manner as will avoid damage to these facilities.

## 1.2 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 415-1-17

(2012) CONSTRUCTION CONTRACTOR PERFORMANCE  
EVALUATIONS

## 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01, Preconstruction Submittals

Conveyance Method; G, AO

SD-11, Closeout Submittals

Quality Control Survey

Material Placement Records

## 1.4 OTHER OPERATIONS

Coordinate all work efforts with any other Contractors or Government plant



that may be using either the work or placement areas to avoid any interference in work schedules.

## PART 2 PRODUCTS

### 2.1 CHARACTER OF MATERIAL

The material to be removed is composed of silt, sand, and other soil sediments that have been deposited in shoals since the relevant portions of the channels were last dredged. Included for removal from all portions of the channels may be items such as boulders, tree trunks, dock timbers, automobiles, old piling, and similar materials.

## PART 3 EXECUTION

### 3.1 SPECIAL INSTRUCTIONS

#### 3.1.1 Specific Areas and Periods

The specific areas, between the upper and lower limits of dredging, where the Contractor will be directed and required to remove shoals will be determined by the Contracting Officer from surveys made by the Government indicating the condition of the channels prior to dredging operations. The Contracting Officer will designate the actual areas and the sequence of the areas to be dredged from the above surveys. The Contracting Officer may limit the channel width to be dredged and the quantity of material to be dredged from any or all of these specified areas to control the payment quantity. As part of the Contractor's Quality Control system, monitor removal operations to assure that the final total quantity in each dredging area and contract line item, as specified by the contract, is not exceeded. Material dredged beyond the contract quantity will not be paid for.

#### 3.1.2 Restriction

Dredging is not permitted below a grade 3 feet above pipes, cables, tunnels, and other submerged crossings shown on the contract drawings or indicated in these specifications (see Section 01 35 13 SPECIAL PROJECT PROCEDURES). This restriction applies for a distance of 25 feet upstream and 25 feet downstream of each channel crossing. Repair any existing crossing that is damaged due to Contractor operations at no cost to the Government.

### 3.2 INSPECTION BY CONTRACTOR

Inspect the work, keep records of work performed, and ensure that gages, targets, ranges, and other markers are in place and usable for the intended purpose.

### 3.3 DREDGING

#### 3.3.1 Dredge Plant and Equipment

a. Maintain all dredge plant and associated equipment such as, but not limited to, scows, coamings, barges, and pipelines, to meet the requirements of the work. Promptly repair leaks or breaks along pipelines.

b. The Contractor is not restricted from using any specific plant or



equipment in the work that can satisfactorily perform the required dredging, except as indicated in the Section 01 35 13 "SPECIAL PROJECT PROCEDURES".

### 3.3.2 Layout of Work

a. Provide layout charts for all dredging areas based on the schedule of work. Other pertinent information to be included with each layout package will be: payment method, required and maximum dredging depths, coordinates for the material placement site, distance one-way from dredging location to placement site, specific placement site instructions, supplemental tide gauge information, horizontal control locations, and computed hydrosurvey quantities.

b. The total estimated quantity of material to be removed is computed as that material that is within the specified limits, including side slopes, but excluding unpaid overdepth. The quantities listed are estimates only. All estimated quantities are subject to FAR 52.211-18 Variation in Estimated Quantity.

#### 3.3.2.1 Overdepth Dredging

a. To cover unavoidable inaccuracies of dredging processes, material actually removed to a depth of below the minimum required depth specified and within the dredging limits will be measured and paid for at full contract price.

b. Allowable overdepth in this contract is 1 foot below the required pay prism as shown on the contract drawing(s) and stated herein. Dredged material actually removed to maximum pay prism, as computed by the Government in accordance with Section 01 20 00 PRICE AND PAYMENT PROCEDURES, will be paid for at the contract unit price per cubic yard.

#### 3.3.2.2 Excessive Dredging

Any material removed below the overdepth allowance will be considered excessive dredging and will not be paid for.

#### 3.3.2.3 Sideslopes

The Contractor is not permitted to perform maintenance dredging outside the Federal channel limits. However, payment will be made for sideslope material above the maximum pay prism that falls into the channel limits and is removed.

#### 3.3.2.4 Shoal Removal

Nothing stated will be construed to prevent payment for the removal of shoals performed in accordance with the paragraph entitled "SHOALING" and paragraph "FINAL EXAMINATION AND ACCEPTANCE" of this Section.

### 3.3.3 Quality Control

a. Establish and maintain quality control for operations to assure compliance with contractual requirements and maintain records of this quality control for dredging operations.

b. While performing all dredging work control the horizontal positioning of the dredge with electronic positioning.



### 3.3.4 Safety of Structures

The prosecution of work must ensure the stability of piers, bulkheads, and other structures lying on or adjacent to the site of the work, insofar as structures may be jeopardized by dredging operations. Repair damage resulting from dredging operations is the responsibility of the Contractor, insofar as such damage may be caused by variation in locations or depth of dredging, or both, from that indicated or permitted under the contract. The Contractor is responsible for coordinating with the owner of the structure for any necessary repairs.

## 3.4 PLACEMENT OF DREDGED MATERIALS

### 3.4.1 General

a. Transport and place dredged material in the Government-furnished placement area(s) as shown on the contract drawing(s), and/or in an authorized Contractor-furnished placement area(s). Operate, load, and unload, all nautical vessels, pipelines, and land-based transport and conveyance systems, in such a manner as to prevent overflow, spills, leaks, waste, or other loss of any dredged material between point of pickup and point of deposition within the placement area(s). Prevent drainage over or through the sides and bottom during hauling by using hauling vessels with sufficient sidewall height and integrity.

b. Place dredged material as follows:

#### (1) Dredged Materials:

(a) For the purposes of this section, dredged materials are defined as all naturally occurring materials within the dredge prism to include, but not limited to, any sediment, cobbles, boulders, or other rock (including riprap), and woody material. Ledge rock is not included in this type of material. See paragraph "CONTINUITY OF WORK".

(b) Dispose of all dredged material based upon contract award. (If applicable, for Government-furnished Confined Disposal Facility placement: Bury large items as directed by the contracting officer, at locations within the CDF as identified by the Government. Cut any woody material greater than 10 feet in length to 10 feet or less in length prior to burial at the CDF.)

#### (2) Other Removed Materials:

(a) Other Removed Materials are defined as any materials other than "Dredged Materials" within the dredge prism to include, but not limited to, any man-made or manufactured material such as concrete, asphalt, brick, piles, wrecks, automobiles or parts thereof, shopping carts, etc.

(b) Place or dispose of Other Removed Materials at or in a contractor-furnished area or facility suitable for the material placement and comply with all Federal, State and local laws and regulations for disposal.



## 3.4.1.1 Separation of "Other Removed Materials"

Ensure Dredged materials are visually free of Other Removed Materials and the contractor develop means and methods to ensure that large and/or readily identifiable materials, or substantial quantities of such materials (as determined by the Government) are removed and handled in accordance with the contract documents.

## 3.4.2 Government-furnished Placement Areas

Perform the work in accordance with the requirements of the sub-paragraph listed below, depending on the placement location(s) specified in the award:

- a. Confined Disposal Facility (CDF) Placement (If Applicable).

## 3.4.2.1 Confined Disposal Facility (CDF) Placement (If Applicable)

The following requirements pertain to projects utilizing a Government-furnished CDF.

- a. Placement of any dredged material within the CDF is prohibited until the placement procedure has been approved by the Contracting Officer. Completely repair any damages caused to the CDF by the Contractor's operations, to the satisfaction of the Contracting Officer, at no additional cost to the Government.
- b. Conveyance Method. Submit methods, equipment, and layout of operations, and sequence of placement of dredged material prior to the placement of any dredged material. Convey dredged material into the CDF, as further described in these specifications, by an approved method (approved by the Contracting Officer) that prevents the loss of any water or material into the area outside the facility. Depositing any dredged material in the channels for the purpose of rehandling into the disposal facility is not permitted. If the dredged material is transferred from scows to the CDF by bucket type equipment, make provisions underneath the transfer equipment to catch drippings of water and dredged material and to prevent such water and material from escaping into the area outside of the CDF. If the material is conveyed from scows or hoppers to the disposal facility by pumping, water from outside the CDF may be used.
- c. Pumpout Facilities. Written approval from the Contracting Officer is required prior to the construction of any temporary mooring or pumpout facility by the Contractor. Remove any temporary mooring or pumpout facility within 10 calendar days after the completion of the dredging and placement operations of this contract unless the Contractor obtains a Department of the Army Permit to leave the structure in place. The permit would require the removal of the facility not later than the completion of the filling of the CDF. If permits are desired, apply within 30 calendar days after receipt of the Notice of Award.
- d. Dredged Material Placement. Place dredged material directly into the CDF, at the discharge location indicated on the contract drawing(s). Place dredged material directly into the indicated area(s) without re-handled in any way during the placement procedure. Place the dredged material in such a manner to insure positive drainage towards the weir. Monitor the placement of material to



prevent the development of isolated ponding areas. Placement of any dredged material within the CDF is prohibited until the placement procedure has been approved by the Contracting Officer. Repair any damages caused to the CDF by Contractor operations, to its pre-existing condition or better, at no additional cost to the Government. Adhere to the site-specific requirements specified in the Section 01 35 13 "SPECIAL PROJECT PROCEDURES."

(1) Mechanical Material Placement

(a) If dredged material will be placed in the CDF mechanically, initially place all material at the location shown on the contract drawings or as directed by the Contracting Officer. Grade all material as stated. Clearly indicate how grading operation in the appropriate submittal.

(b) Use aprons, tarping or other protective systems to prevent spillage of dredged material or water. Capture any spillage that occurs, by system/method, such that the system/method will allow for the captured material to be placed into the placement site as required. The contractor may erect any apparatus or use any equipment desired to facilitate placement. Do not permanently connect protective systems to the stone wall.

(2) Bury items which cannot be pumped into the CDF, at locations within the CDF as identified by the Government. Cut any woody material greater than 10 feet in length to 10 feet or less in length prior to burial at the CDF.

3.4.3 Misplaced Materials

Any dredged material that is deposited elsewhere than in places designated or approved by the Contracting Officer will not be paid for and the Contractor may be required to remove such misplaced material and deposit it where directed at their expense.

3.4.4 Condition of Scows, Hoppers, and Pipelines

Maintain all scows and hoppers used for transporting the dredged material in good condition with coamings in repair. Maintain doors of dump vessels in good repair and sealed in a proper manner to prevent the loss of dredged material. Clean decks of vessels by removing dredged material before leaving the dredging area.

3.4.5 Unloading of Scows

When scow unloading is performed with the use of a clamshell or bucket, return the placement area enclosure to its original condition by removing all material deposited thereon.

3.5 MEASUREMENT

a. The Government will be responsible for taking soundings before and after dredging.

b. The Government will perform the "before" contract dredging survey(s) to determine the work required, during the 14 calendar day period prior to the start of dredging operations. Notify the Contracting Officer, in writing, within 10 calendar days after award of the contract, the date on



which he proposes to begin the contract dredging. Make any changes to the proposed start date before the start of the 14 calendar day period. Within 10 calendar days after the completion of dredging (for the entire contract or mutually agreed upon section or reach), the Government will perform an "after" contract dredging survey. The Contractor, or their authorized representative will be notified when "before" and "after" surveys are to be made, and will be permitted to accompany the survey party. Additional surveys may be performed if deemed beneficial to the Government by the Contracting Officer, or at the request of the Contractor. The Government will schedule the additional surveys as soon as possible, taking into consideration the Government resources and other commitments for similar work. No time extensions will be granted or costs or damages allowed to the Contractor for any delays resulting from the taking of a second or subsequent "before" dredging survey(s).

c. Final quantities will be subject to deductions or correction of deductions previously made because of excessive overdepth, dredging outside or authorized areas, or placement of material in an unauthorized manner.

### 3.5.1 Method of Measurement

Quantity of material removed that will be paid for will be measured by cubic yard by means of volume difference from soundings taken before and after dredging. The Contractor has the option of being present when such soundings are made.

### 3.5.2 Monthly Estimates

Monthly estimates of work completed will be based on the result of soundings taken during the progress of the work, or, at the option of the Contracting Officer, on 85 percent of the scow or barge measurement. Deductions will be made for dredging and placement not in accordance with the specifications.

## 3.6 FINAL EXAMINATION AND ACCEPTANCE

a. As soon as practicable after the completion of areas, which in the opinion of the Contracting Officer, will not be affected by further dredging operations, each area will be examined by the Government by sounding or sweeping, or both. Remove shoals and lumps as required by methods approved by the Government. However, if the bottom is soft and the shoal areas form no material obstruction to navigation, removal may be waived at the discretion of the Government. The Contractor will be notified when soundings or sweepings are to be made and will be permitted to accompany the sounding or sweeping party and to inspect the data and methods used in preparing the final quantity for payment. When areas are found to be in a satisfactory condition, the work therein will be accepted as complete.

b. Re-dredging at the Contract price, within the limit of available funds, may be completed with the consent of both the Government and the Contractor when infill or shoaling beyond the Contractor's control occurs in any area previously accepted.

## 3.7 QUALITY CONTROL SURVEY

Prior to initiating Demobilization efforts, provide to the Government, a survey of the complete work performed under this contract, verifying the



horizontal and vertical extent of the dredging performed. This information will not be utilized for quantity computations.

### 3.8 TRANSPORTATION FOR INSPECTORS

Furnish, on the request of the Contracting Officer or any inspector, 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 various parts of the work. 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.

### 3.9 ACCOMMODATIONS FOR INSPECTORS

Furnish to inspectors on board the dredge or other craft upon which they are employed a suitable separate desk (with lock and chair) for office purposes in a room fully equipped, maintained, and properly heated, ventilated, and lighted to the satisfaction of the Contracting Officer. Makewashing and toilet facilities available for the inspectors. No separate payment will be made for providing and maintaining accommodations for inspectors, and include all costs associated in the payment item(s) shown in Section 00 10 00, "BIDDING SCHEDULE". If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost will be deducted from payments to the Contractor.

### 3.10 MARKING AND LIGHTING OF EQUIPMENT

- a. When not in use, lower all booms and similar unusually high equipment to below the equipment's fixed highest point. Mark tips of booms by a red light continuously lit day and night.
- b. Paint the top 15 feet of booms with fluorescent orange Federal Standard 595A, color 38903 or equal.
- c. Identify all Contractor work vehicles by company name.

### 3.11 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 approved by the Commander, U.S. Coast Guard (33 C.F.R. 80.18-80.31a and 33 C.F.R. 95.51-95-70).

### 3.12 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

- a. This provision specifies the procedures for determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension, the following conditions are required:



1. Unusually severe weather experienced at the project site during the contract period is more severe than the adverse weather anticipated for the project location during any given month.

2. Delay to completion of the project is caused by the unusually severe weather. Only delays beyond the control and without the fault or negligence of the Contractor, are acceptable.

b. The following schedule of monthly anticipated adverse weather delays is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. Reflect these anticipated weather delays for all weather dependant activities in the progress schedule.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED UPON (7) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
15	13	11	8	11	6	7	5	6	9	9	12

b. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, record on the daily CQC report, the occurrence of adverse weather and the resultant impact to normally scheduled work. To be considered an actual adverse weather delay day, work was prevented on critical activities for 50 % or more of the Contractor's scheduled work day.

c. The number of actual adverse weather delay days includes days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert and qualifying delays to calendar days, giving full consideration for equivalent fair weather days, and issue a modification.

### 3.13 CONTINUITY OF WORK

No payment will be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed.

### 3.14 LAYOUT OF WORK

a. The Government has established bench marks and horizontal control points at the site of the work. See section 01 35 13 SPECIAL PROJECT PROCEDURES.

b. From these control points, lay out the work by establishing all lines and grades at the site necessary to control the work. Be responsible for all measurements that may be required for the execution of the work to the



location and limit marks prescribed in the specifications or on the contract drawings is . Establish and maintain at the site of the work, horizontal and vertical controls. See section 01 35 13, "SPECIAL PROJECT PROCEDURES," Paragraph "Dredging Vertical Datum and Benchmarks". The above are minimum requirements. Place and establish additional stakes and markers as necessary for control and guidance of their construction operations. Record all survey data in accordance with standard and approved methods. Make all field notes, sketches, recordings and computations made by the Contractor in establishing above horizontal and vertical control points, available at all times during the progress of the work for ready examination by the Contracting Officer or their duly authorized representative.

c. Furnish all stakes, spikes, steel pins, templates, platforms, equipment, tools and material and all labor as may be required in laying out any part of the work from the control points established by the Government. Maintain and preserve all stakes and other markers established until authorized to remove them. If any of the control points established at the site by the Government are destroyed by or through the negligence of the Contractor prior to their authorized removal, they may be replaced by the Contracting Officer, and the expense of replacement will be deducted from any amount due or which may become due the Contractor. The Contracting Officer may require that work be suspended at any time when horizontal and vertical control points established at the site by the Contractor are not reasonably adequate to permit checking the work. Such suspension will be withdrawn upon proper replacement of the control points.

d. Be responsible for the execution of the work to such lines and grades as may be established or indicated by the Contracting Officer.

### 3.15 REPORT OF DREDGING OPERATIONS

Complete daily, either ENG Form 4267 (Report of Operations - Pipeline, Dipper or Bucket Dredges) or ENG Form 27 (Report of Operations - Hopper Dredges), as appropriate to the type of work being performed. Furnish the completed forms, to the Contracting Officer. Blank copies of both forms are attachments to this Solicitation. An adequate supply will be provided to the Contractor by the Contracting Officer. Obtain approval of the Contracting Officer prior to the use of any other form.

### 3.16 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 limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

### 3.17 CONTRACTOR PERFORMANCE EVALUATIONS

The Construction Contractor's performance will be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation (ER) ER 415-1-17, to fulfill Federal Acquisition Regulation (FAR) Part 42, Subpart 42.15. The USACE will evaluate the Contractor's performance and prepare a performance report using the Contractor Performance Assessment System (CPARS), which is a web-based system. After an evaluation (interim or final) is written up by the USACE, the Contractor will have the ability



to access, review and comment on the evaluation for a period of 30 calendar days. Current information about the CPARS process can be found on the web site: <http://www.cpars.gov/>. Participate in the performance evaluation process using the CPARS system. No separate payment will be made to the Contractor for using the CPARS system.

### 3.18 PLANT REMOVAL

Upon completion of the work, remove all dredging plant, including ranges, buoys, piles, and other markers or obstructions.

-- End of Section --



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## SECTION 35 20 23.13

NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM - SCOW MONITORING PROFILE  
02/22

## PART 1 GENERAL

## 1.1 DESCRIPTION

a. The work under this contract requires use of the National Dredging Quality Management Program (DQM) to monitor the dredge's status at all times during the contract and to manage data history. For the purpose of these specifications, a scow is defined as any non-self-propelled vessel used to transport dredged material. This includes, but is not limited to, split-hull scows, pocket scows, hopper barges, and deck barges.

b. This performance-based specification section identifies the minimum required output and the precision and instrumentation requirements. The requirements may be satisfied using equipment and technical procedures selected by the Contractor.

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" classification. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-07 Certificates

National Dredging Quality Management Program Certification, Buffalo District; G, SAM

## 1.3 PAYMENT

Separate payment for installation, operation, and maintenance of the DQM-certified system as specified, for the duration of the dredging operations, is not allowed; all costs are considered a subsidiary obligation and are covered under the contract unit price for dredging in the bidding schedule.

## 1.4 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION

## 1.4.1 Certification

a. The Contractor is required to have a current certification from DQM for the scow instrumentation system to be used under this contract. Criteria for certification is based on the most recent specification posted on the DQM website <http://dqm.usace.army.mil/Specifications/Index.aspx>, Verify compliance with these criteria by onsite quality assurance (QA) checks conducted by the DQM Support Center Data Acquisition and Analysis Team and by periodic review of the transmitted data. If a system is installed specifically for this contract, in order to ensure that it is capable of transmitting quality data to the DQM database, perform QA checks either prior to the start of the contract or, with prior approval of the local USACE District, as soon as practical after dredging commences. DQM Certification is valid for one year from the date of certification and is contingent upon the system's ability to meet the performance requirements



as outlined in paragraph PERFORMANCE REQUIREMENTS. If issues with data quality are not corrected within 48 hours, the system certification will be revoked and additional QA checks by the Data Acquisition and Analysis Team may be necessary. Annual DQM Certification must be based on the following:

- (1) A series of QA checks as outlined on the DQM website <https://dqm.usace.army.mil/Certifications/Index.aspx>
- (2) (Verification of data acquisition and transfer as described in paragraph PERFORMANCE REQUIREMENTS
- (3) Review of the Dredge Plant Instrumentation Plan (DPIP) as described in paragraph DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

#### 1.4.2 Quality Assurance (QA)

a. Employ personnel who are familiar with the system instrumentation and who have the ability to recalibrate the sensors on site during the QA process. Coordinate pickup times and locations and provide transportation to and from any platform with a DQM system to team personnel in a timely manner. Also have on site for the QA checks a tug capable of towing the scow. As a general rule, DQM Data Acquisition and Analysis Team personnel will come with personal protective equipment (PPE) consisting of hardhats, steel toe boots, and life jackets. If additional safety equipment is needed, such as eye protection, safety harnesses, work gloves, or personal location beacons, provide these items to the team while on site. Submit a test data package to the DQM database from the system on each scow and have it accepted by the DQM Support Center prior to scow compliance checks. Also submit data collected during the QA Checks from the scow monitoring system to the DQM database and the Data Acquisition and Analysis Team personnel while on site. Inform the QA team if the location designated for the QA checks has any site-specific safety concerns prior to their arrival on site.

b. For all scows, contact DQM at [DQM-AnnualQA@rpsgroup.com](mailto:DQM-AnnualQA@rpsgroup.com) on an annual basis, or at least three weeks prior to the proposed beginning of dredging, to schedule QA checks. This notification is meant to make the Data Acquisition and Analysis Team aware of a target date and the contract on which the plant will be used. At least one week prior to the target date, contact the Data Acquisition and Analysis Team and verbally coordinate a specific date and location. Follow up this conversation with a written email confirmation. Coordinate the QA checks with all local authorities including, but not limited to, the local USACE Contracting Officer.

#### 1.4.3 Recertification

Recertification is required for any yard work which produces modification to displacement (for example, a change in scow lines, or repositioning or repainting hull marks), modification to bin volume (change in bin dimensions or addition or subtraction of structure), or changes in sensor type or location; report these changes in the sensor log section of the DPIP. A system does not have to be transmitting data between jobs; however, in order to retain certification during this period, do not disconnect the system sensors or hardware; or remove them from the scow. If the system is powered down, retain calibration coefficients.



## 1.5 DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

a. Maintain a digital copy of the DPIP on file with the DQM Support Center. While working on site, also maintain on the dredge a copy of the DPIP which is easily accessible to Government personnel at all times. This document must describe the sensors used, configuration of the system, how sensor data will be collected, how quality control on the data will be performed, and how sensors/data reporting equipment will be calibrated and repaired if they fail. Include a description of computed scow-specific data and how the sensor data will be transmitted to the DQM database. The submit to the DQM Support Center any addendum or modifications made to the plan, subsequent to its original submission, prior to start of work.

b. A complete list of the required DPIP contents is provided on the DQM website <https://dqm.usace.army.mil/Certifications/Index.aspx>. Submit to the DQM Support Center any addendum or modifications made to the plan, subsequent to its original submission, prior to the start of work. Obtain approval of the DQM Support Center for any changes to the computation methods, prior to their implementation.

## PART 2 PRODUCTS

Not used.

## PART 3 EXECUTION

## 3.1 REQUIREMENTS FOR REPORTED DATA

a. Provide, operate, and maintain all hardware and software to meet these specifications. The Contractor is responsible for replacement, repair, and calibration of sensors and other necessary data acquisition equipment needed to supply the required data. Complete repairs within 48 hours of any sensor failure. Notify the Contracting Officer upon completion of a repair, replacement, installation, modification, or calibration. The Contracting Officer may request recalibration of sensors or other hardware components at any time during the contract as deemed necessary.

b. Keep a log of sensor repair, replacement, installation, modification, and calibration in the onsite copy of the DPIP, to include a three-year history of sensor maintenance, including the time of sensor failures (and subsequent repairs), the time and results of sensor calibrations, the time of sensor replacements, and the time that backup sensor systems were initiated to provide the required data. Include the name of the person responsible for the sensor work. Install sensors that are capable of collecting parameters within specified accuracies and resolutions indicated in the following subparagraphs.

c. With the exception of position and any value calculated, report sensor values representing a weighted average with the highest and lowest values not included in the calculated average for the given interval. Use an averaging routine consistent across all event triggers. Document this information in the DPIP sections that say "Calculations done external to the instrumentation." These data-reporting requirements cover the collection of electronic data on a scow through the entire dredging cycle. Disposal events can consist of both open-water disposal and offloading. Open-water disposal is the placement of material via bottom doors or split hull. Offloading is the placement of material via either hydraulic or mechanical means.



## 3.1.1 Scow Name

Assign a unique name for each scow that will remain constant from one dredging operation to the next.

## 3.1.2 Contract Number

Report the USACE-assigned contract number for the project.

## 3.1.3 Load Number

Use the DQM load number to document the end of a disposal event for a given scow.

## 3.1.4 Horizontal Positioning

Record horizontal positioning as the geographic coordinates of the vessel as indicated by the location of the Global Positioning System (GPS) antenna. Obtain all locations using a positioning system operating with a minimum accuracy level of 3 to 10 feet horizontal Circular Error Probable (CEP). Report positions as Latitude/Longitude WGS 84 in decimal degrees. West Longitude and South Latitude values are reported as negative.

## 3.1.5 Date and Time

Report the date and time to the nearest second and referenced to Universal Time Coordinated (UTC) based on a 24-hour format: yyyy-mm-dd hh:mm:ss.

## 3.1.6 Hull Status

Hull status is meant to reflect a condition when material could be removed or released from the scow. For this contract, register the hull status closed prior to leaving the disposal area.

## 3.1.6.1 Open-Water Disposal

Indicate an open split hull or open bottom door of a scow by reporting an "OPEN" value. Indicate a closed split hull or closed bottom door of a scow by reporting a "CLOSED" value. Indicate an open status as the bin starts to open, and indicate a closed status once the bin is fully closed. For pocket scows, correspond the open/closed status to the compartment which is first to open and last to close.

## 3.1.6.2 Offloading

For non-dumping scows, an "OPEN" value indicates that the bin is in the process of being unloaded, either by pumping or mechanical means.

## 3.1.7 Course

Provide scow course-over-ground (COG) using industry-standard equipment. Provide scow course-over-ground (to the nearest whole degree) with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention.

## 3.1.8 Speed

Provide scow speed-over-ground in knots using industry-standard equipment with a minimum accuracy of 1.0 knot and resolution to the nearest 0.1 knot.



### 3.1.9 Heading

Provide scow heading using industry-standard equipment, accurate to within 5 degrees and reported to the nearest whole degree with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention.

### 3.1.10 Draft

Report all draft measurements in feet, tenths, and hundredths with an accuracy of plus or minus 0.1 foot relative to observed physical draft readings. Report the measurements at a resolution of two decimal places (hundredths of a foot). Make the reported forward draft value equal to the sum of the visual forward port and starboard draft mark readings divided by two. Report the aft draft value equal to the sum of the visual aft port and starboard draft mark readings divided by two. Forward draft, aft draft, and average draft will be reported. Place sensors at an optimum location on the scow to be reflective of observed physical draft mark readings at any trim or list. Minimum accuracies are conditional to relatively calm water. The reported sensor value is an average of at least ten samples per event, with at least one maximum value and one minimum value removed, and the minimum eight remaining values averaged. When the average draft is calculated for the purpose of determining displacement, maintain significant digits for average draft such that if forward draft were 0.15 and aft draft were 0.1, then the average draft would be 0.125.

## 3.2 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM REQUIREMENTS

Use a DQM system capable of collecting, displaying, and transmitting information to the DQM database. Parameters to be reported to the DQM database include trip number, date and time, hull status, scow course, scow speed, scow heading, draft, displacement, ullage, and bin volume. Provide an easily accessible, permanent visual display on the scow to show in real time the parameters collected by the system in the same units as the data submitted to the DQM database. In the event a reported parameter is calculated based on multiple sensors, provide for viewing, the sensor values as used in the equation, in addition to the required parameter. If a hardware problem occurs, or if a part of the system is physically damaged, repair the hardware within 48 hours of determination of the condition.

### 3.2.1 Telemetry

a. The Contractor may select any commercial satellite, cellular phone, or other data communications systems available, as long as it is capable of transmitting real-time data as well as enough additional bandwidth to clear historically queued data when a connection is reobtained. If connectivity is lost, queue and transmit unsent data upon restoration of connectivity. Delays in pushing real-time data to the DQM database cannot exceed four hours. Exceptions to these requirements may be granted by the DQM Center on a case-by-case basis with consideration for contract-specific requirements, site-specific conditions, and extreme weather events.

b. Automate the data transmission process from the scow to the DQM database. The data may be sent from the scow directly to the DQM



database or to a shore-based system. Transmit raw data to the DQM database; perform any processing of the data on shore, using repeatable automated software or programming routine. Include a description of this process in the DPIIP.

### 3.2.2 Data Reporting Frequency

Log disposal activities with high temporal and spatial resolution. Log data as a series of events. Each set of measurements (time, position, etc.) will be considered an event. Collect any required information in paragraph REQUIREMENTS FOR REPORTED DATA, that is not an averaged variable (that is, draft and ullage) within 1 second of the reported time. Measure data with sufficient frequency by the scow system to resolve the events to the accuracy specified in the following table. Collect and compute any averaged variable within this sampling interval. Event types "Sailing," "Loading/Stationary," "Offloading," and "Open Water Disposal" are triggered by a time criterion; the criterion should be consistent across the "Sailing" and "Open Water Disposal" event types and should not change for the data collected on a given scow. Document this criteria in the DPIIP.

Event Type	Event Trigger Descriptions	Event Time Resolution	Event Position Resolution
Loading/ Stationary	<b>No change in position with hull status closed</b> An elapsed time of 1 hour since the last event.  NONCLOSURE In the event a scow has completed an open water disposal and transited back to a holding station without closing the hull, the sampling must be changed to once per hour.	1 minute	N/A
Sailing	<b>Change in position with hull status closed</b> Time from the last sample equals 1 minute.	1 second	plus or minus 10 ft
Open Water Disposal	<b>Hull status open</b> A position must be recorded within 1 second of the hull status going from closed to open and again within 1 second of the hull status going from open to closed. Report the position at any equal interval from 6 to 12 seconds. This interval must always remain consistent for the dredge plant.	1 second	plus or minus 10 ft







```

<SCOW_SPEED>0.0</SCOW_SPEED>
<SCOW_COURSE>0.0</SCOW_COURSE>
<HULL_STATUS>OPEN</HULL_STATUS>
<SCOW_HEADING></SCOW_HEADING>
<SCOW_FWD_DRAFT></SCOW_FWD_DRAFT>
<SCOW_AFT_DRAFT></SCOW_AFT_DRAFT>
<SCOW_AVG_DRAFT></SCOW_AVG_DRAFT>
<ULLAGE_FWD></ULLAGE_FWD>
<ULLAGE_AFT></ULLAGE_AFT>
<ULLAGE_AVG></ULLAGE_AVG>
<SCOW_BIN_VOLUME></SCOW_BIN_VOLUME>
<SCOW_DISPLACEMENT></SCOW_DISPLACEMENT>
<SCOW_LIGHTSHIP></SCOW_LIGHTSHIP>
<SCOW_TDS></SCOW_TDS>
<ADDITIONAL_DATA>Some more scow info, if needed</ADDITIONAL_DATA>
</SCOW_DREDGING_DATA>

```

b. Format DATE\_TIME values as YYYY-MM-DD HH:MM:SS, as shown above. If, for any reason, a field has no value, send the enclosing XML tags with nothing between them (for example, <DRAFT\_AFT></DRAFT\_AFT>). The web service cannot handle a "null" value or any other indicators of no value collected.

### 3.2.5 Contractor Data Backup

a. Maintain an archive of all data sent to the DQM database during the dredging contract. The Contracting Officer may require, at no increase in the contract price, a copy of these data covering specified time periods. Provide the data in the HTML format which would have been transmitted to the DQM database. Submit data via storage medium acceptable to the Contracting Officer.

b. At the end of the dredging contract, contact the DQM Support Center prior to discarding the data. The DQM Support Center will verify that all data has been received and appropriately archived before giving the Contractor discard permission. Record in a separate section at the end of the scow's onsite copy of the DPIP the following information:

Person who made the call  
Date of the call  
DQM representative who gave permission to discard

### 3.3 PERFORMANCE REQUIREMENTS

Make the DQM system fully operational at the start of dredging operations and fully certified prior to moving dredge material on the contract (see paragraph NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION). To meet contract requirements for operability, in addition to certification, provide a data string with values for all parameters while operating, as described within the specifications. Additionally, use hardware compliant with DPIP requirements (see paragraph DREDGE PLANT INSTRUMENTATION PLAN (DPIP)). Quality data strings are considered to be those providing values for all parameters reported when operating according to the specification. Make repairs necessary to restore data return compliance within 48 hours. Failure to report the required data within the specified time window for scow measurements (see paragraph DATA REPORTING FREQUENCY, and paragraph DATA TRANSMISSION TO THE WEB SERVICE) and failure to receive DQM certification prior to dredging will result in withholding of up to 10 percent of the contract progress payment per FAR 52.232-5 Payments under



Fixed-Price Construction Contracts.

3.4 LIST OF ITEMS TO BE PROVIDED BY THE CONTRACTOR

DPIP

<https://dqm.usace.army.mil/Certifications/Index.aspx>  
Paragraph DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

DQM SYSTEM

Sensor instrumentation - Paragraph REQUIREMENTS FOR REPORTED DATA

SCOW DATA

Event documentation - Paragraph DATA REPORTING FREQUENCY  
Data reports - Paragraph DATA TRANSMISSION TO THE WEB SERVICE

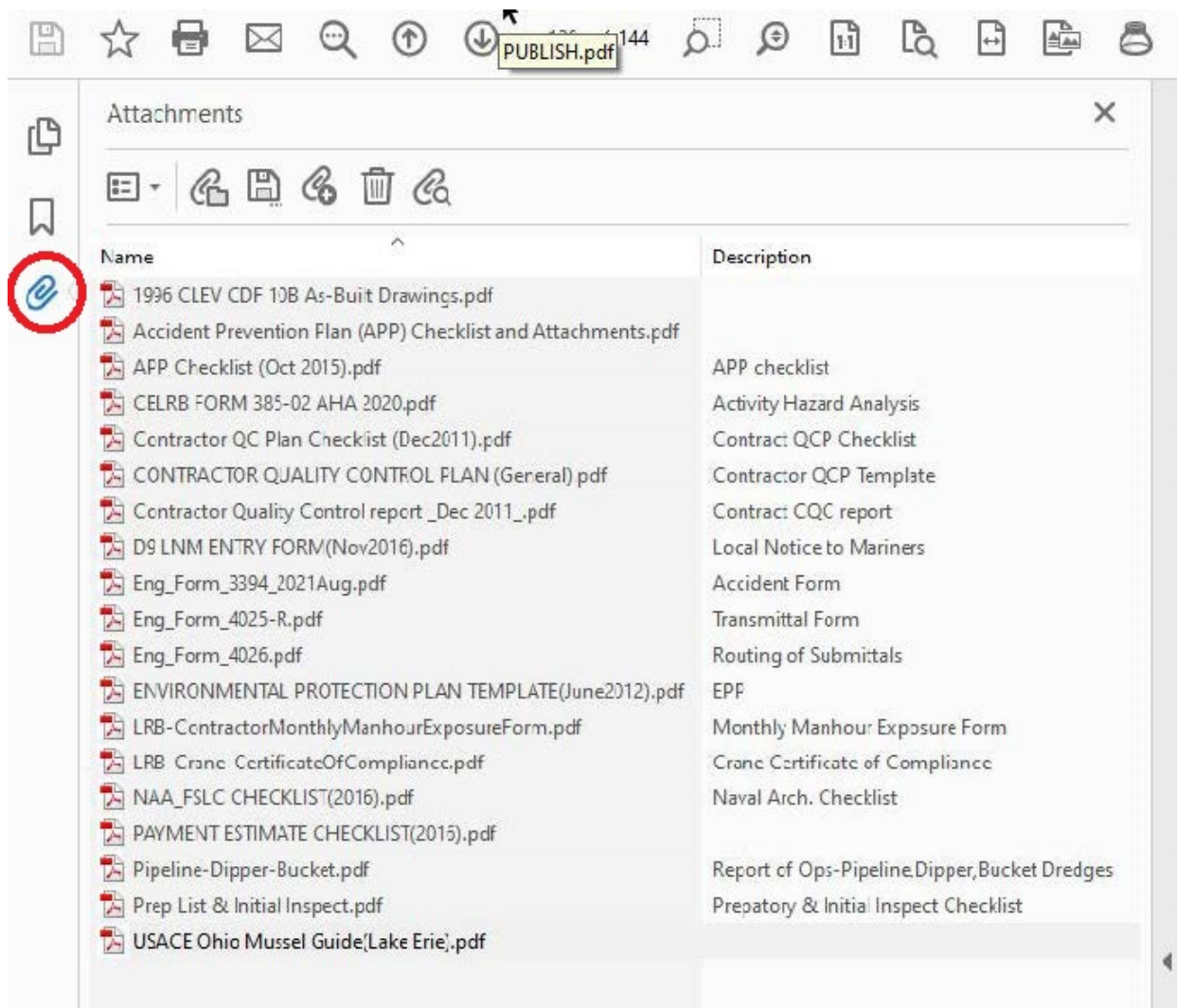
QA EQUIPMENT ON THE DREDGE

Clear and accurate draft marks

-- End of Section --



**ALL ATTACHMENTS CAN BE FOUND IN THE “ATTACHMENTS” PANEL OF THIS ADOBE FILE. DOUBLE-CLICKING ON THE NAME WILL OPEN THE FILE SO THAT IT MAY BE SAVED DIRECTLY TO YOUR COMPUTER.**







A vicinity map of Cleveland, Ohio, and its surrounding areas. The map shows the Great Lakes region, including Lake Michigan, Lake Huron, Lake Erie, and Lake Ontario. Major cities and locations marked include Detroit, Windsor, Toledo, London, Akron, Columbus, Cleveland (highlighted with a red dot), Erie, Buffalo, Saint Catharines, and Mississauga. Major highways are shown with route numbers: 96, 69, 94, 275, 475, 280, 90, 75, 71, 76, 80, 11, 79, 376, 86, and 90. The map also shows the international border between the United States and Canada, and the state borders between Ohio, Michigan, Pennsylvania, and New York. A scale bar at the bottom indicates distances in miles (0, 50, 100).



<p>THIS PROJECT WAS DESIGNED BY THE BUFFALO DISTRICT OF THE U.S. ARMY CORPS OF ENGINEERS. THE INITIALS OR SIGNATURES AND REGISTRATION DESIGNATIONS OF INDIVIDUALS APPEAR ON THESE PROJECT DOCUMENTS WITHIN THE SCOPE OF THEIR EMPLOYMENT AS REQUIRED BY ER 1110-1-5152.</p>	<p>APPROVAL RECOMMENDED BY:</p>
<p>THE INITIALS AND SIGNATURES AFFIXED TO THIS SHEET INDICATE OFFICIAL RECOMMENDATION AND APPROVAL OF ALL BUFFALO DISTRICT DRAWINGS WITHIN THIS PROJECT SET AS INDEXED ON THE FOLLOWING SHEET.</p>	<p>NILSEN.AUSTIN.R.15 23583430</p> <p>Digitally signed by NILSEN.AUSTIN.R.1523583430 Date: 2022.12.22 13:54:56 -05'00'</p> <p>CHIEF, CIVIL/STRUCTURAL DESIGN TEAM, P.E.</p> <p>DATE</p>

DESIGN FILE	SHEET NO.	DESCRIPTION
141089-LRB-CLV120-G-001XXX.DGN	G-001	COVER DRAWING
141089-LRB-CLV120-C-101XXX.DGN	C-101	GENERAL PLAN UPPER CUYAHOGA RIVER, DO NOT DREDGE AREA, CHANNEL COORDINATES
141089-LRB-CLV120-C-102XXX.DGN	C-102	GENERAL PLAN LOWER CUYAHOGA RIVER
141089-LRB-CLV120-C-103XXX.DGN	C-103	GENERAL PLAN LOCALITY PLAN CDF 10B
141089-LRB-CLV120-C-102XXX.DGN	C-104	GENERAL PLAN CDF10B GRADING LIMITS AND WORK HEIGHT LIMITS WITHIN CDF 10B
141089-LRB-CLV120-C-301XXX.DGN	C-301	TYPICAL SECTIONS

[illegible]

U.S. ARMY CORPS OF ENGINEERS BUFFALO DISTRICT 1776 NIAGARA STREET BUFFALO, NY 14207	DESIGNED BY:	ISSUE DATE:
	PLOT BY:	DECEMBER 2022
	CHECKED BY:	PROJECT NO.:
	D. TELLINGHUISEN	W912P2423B0001
	SUBMITTED BY:	CONTRACT NO.:
	D. TELLINGHUISEN	
	SCALE:	

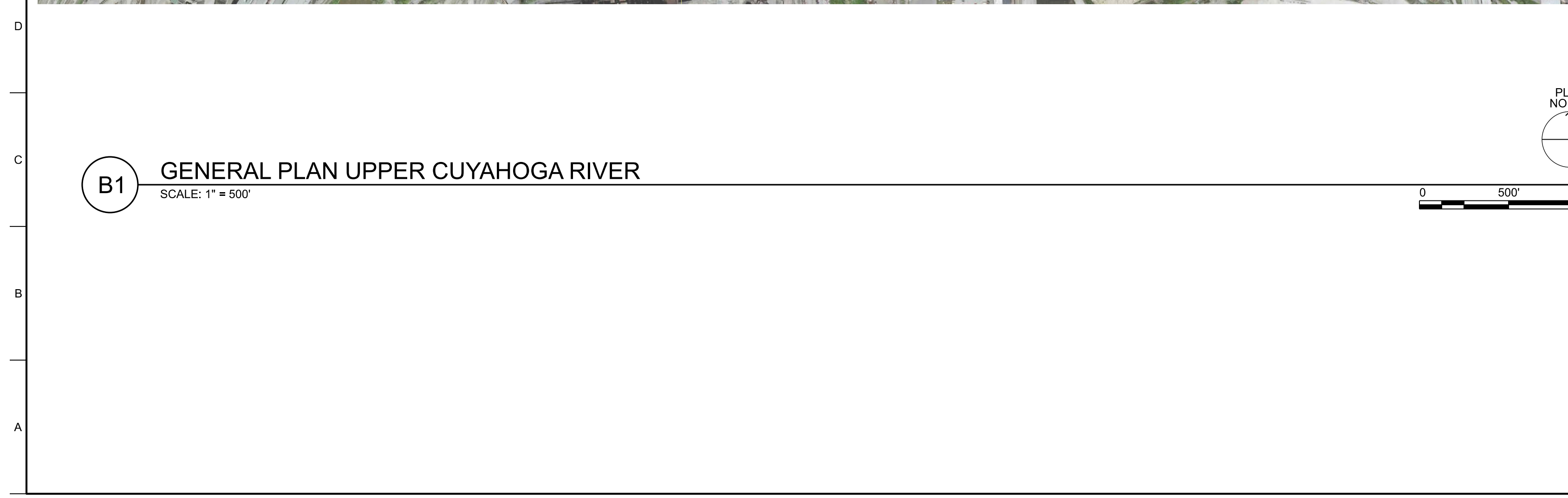
CLEVELAND, OHIO  
CLEVELAND HARBOR  
DREDGING  
FY23

COVER SHEET

SHEET ID

G-001





1. DEPTHS AND ELEVATIONS ARE IN FEET AND ARE REFERRED TO LOW WATER DATUM ELEVATION 569.2 FEET ABOVE MEAN WATER LEVEL AT RIMOUSKI, QUEBEC (IGLD 1985) (INTERNATIONAL GREAT LAKES DATUM 1985).
2. A) STATIONING SHOWN ON THIS SHEET CORRESPOND TO THE STATIONS FOR THE ACCEPTANCE SECTIONS LISTED IN SECTION 01 35 13 "SPECIAL PROJECT PROCEDURES".  
B) STATION 28 ~ 39 IS A SEPARATE ITEM ON BID FORM.
3. FOR UP-TO-DATE FEDERAL AND CITY REGULATIONS GOVERNING THE USE, NAVIGATION, AND ADMINISTRATION OF CLEVELAND HARBOR, SEE THE LATEST VERSION OF THE "UNITED STATES COAST PILOT NO. 6", PUBLISHED BY THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION.
4. ALL INDICATED MILE DISTANCES ARE "STATUTE" MILES AND MILES ABOVE WEST PIER LIGHT SHOWN AS "③2".
5. CONTRACT LIMITS ARE CHANNEL LIMITS UNLESS OTHERWISE NOTED.
6. CHANNEL CROSSINGS ARE MARKED - (A) DETAILS ARE PROVIDED AS AN ATTACHMENT TO THE CONTRACT DOCUMENTS. DREDGING WILL NOT BE REQUIRED IN AREAS BETWEEN STATIONS 65+00 TO 68+00 WHERE OVERHEAD OBSTRUCTIONS OR SUBMERGED PIPELINES POSE A HAZARD TO STANDARD DREDGE EQUIPMENT.
7. THE CONTRACTOR IS ADVISED THAT THE MATERIAL AT THE UPPER END OF THE CUYAHOGA RIVER TENDS TO BE DENSE, COMPOSED OF SAND, GRAVEL AND ORGANICS.
8. PLACE ALL MATERIAL IN THE PLACEMENT SITE ACCORDING TO CONTRACT AWARD, AS STATED BELOW:  
A) SCHEDULE A: PLACE MATERIAL DREDGED FROM STA. 0+00 TO STA. 40+00 IN CONTRACTOR-FURNISHED PLACEMENT SITE, PLACE ALL OTHER MATERIAL IN THE GOVERNMENT-FURNISHED PLACEMENT SITE.  
B) SCHEDULE B: PLACE ALL MATERIAL DREDGED IN THE GOVERNMENT-FURNISHED PLACEMENT SITE.
9. SEE SHEET C-104 FOR CDF PLANS.
10. COMPLY WITH AIRSPACE REQUIREMENTS FOR BURKE LAKEFRONT AIRPORT, AS INDICATED ON DRAWING C-103. (SEE SPECIFICATION SECTION 01 35 13, "SPECIAL PROJECT PROCEDURES".)
11. CHANNEL COORDINATES (NAD83, OHIO NORTH, FEET)

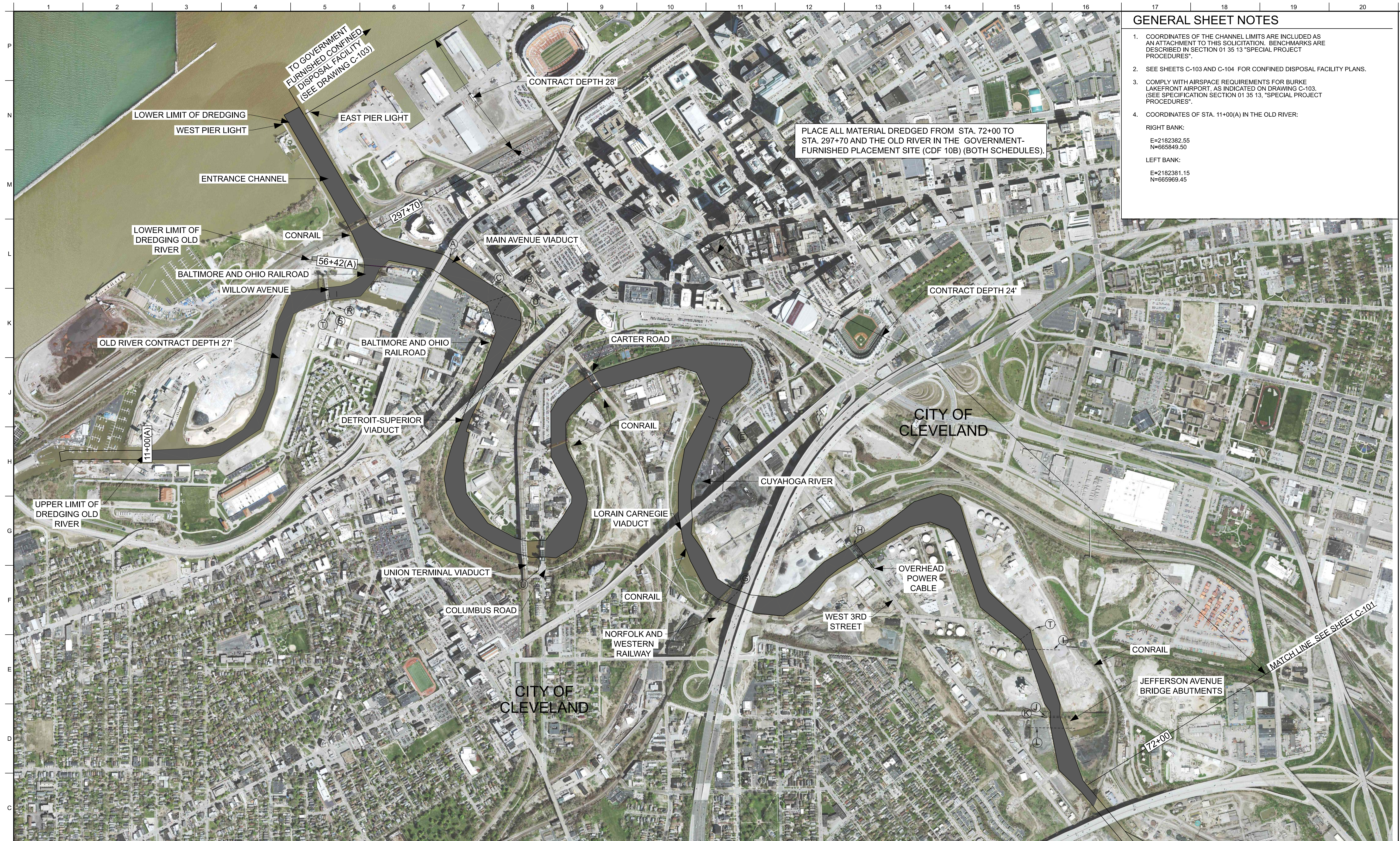
12. BACKGROUND IMAGERY FROM THE OHIO GEOGRAPHICALLY REFERENCED INFORMATION PROGRAM (v. 2011)

[illegible]

U.S. ARMY CORPS OF ENGINEERS  
BUFFALO DISTRICT  
1776 NIAGARA STREET  
BUFFALO, NY 14207

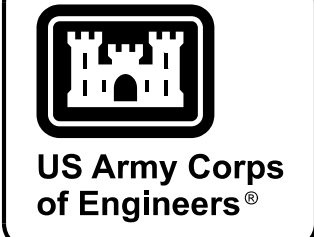
SHEET ID  
C-101





## GENERAL SHEET NOTES

1. COORDINATES OF THE CHANNEL LIMITS ARE INCLUDED AS AN ATTACHMENT TO THIS SOLICITATION. BENCHMARKS ARE DESCRIBED IN SECTION 01 35 13 "SPECIAL PROJECT PROCEDURES".
  2. SEE SHEETS C-103 AND C-104 FOR CONFINED DISPOSAL FACILITY PLANS
  3. COMPLY WITH AIRSPACE REQUIREMENTS FOR BURKE LAKEFRONT AIRPORT, AS INDICATED ON DRAWING C-103. (SEE SPECIFICATION SECTION 01 35 13, "SPECIAL PROJECT PROCEDURES".
  4. COORDINATES OF STA. 11+00(A) IN THE OLD RIVER:
- RIGHT BANK:
- E=2182382.55  
N=665849.50
- LEFT BANK:
- E=2182381.15  
N=665969.45

[illegible]

U.S. ARMY CORPS OF ENGINEERS BUFFALO DISTRICT 1776 NAGARA STREET BUFFALO, NY 14207	DESIGNED BY:	ISSUE DATE:
	PLOT	DECEMBER 2022
	ADOWN BY:	ADOWN NO.:
	CHECKED BY:	CONTRACT NO.:
	D. TELLINGHUSEN	P2 PROJECT NO.:
	SUBMITTED BY:	141089
	SHEET TELLINGHUSEN	
	SIZE:	

CLEVELAND, OHIO  
CLEVELAND HARBOR  
DREDGING  
FY23

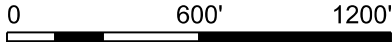
GENERAL PLAN LOWER CAYUHOGA RIVER

SHEET ID

C-102

**CERTIFIED FINAL DOCUMENTS - RTA**

SCALE: 1" = 600'



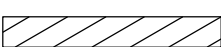
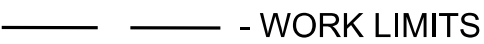




GENERAL SHEET NOTES

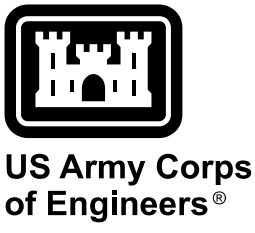
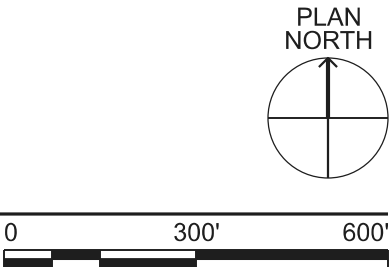
1. STAGE EQUIPMENT WITHIN THE WORK LIMITS SHOWN.
2. BE AWARE OF ALL CATCH BASINS/DRAINS AND OTHER APPURTENANCES ALONG ACCESS ROADS. PREVENT ANY MATERIAL OF ANY NATURE FROM ENTERING INTO THE CATCH BASINS AND DRAINS, AND TAKE ANY NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO THEM. REPAIR ANY DAMAGE AT NO COST TO THE GOVERNMENT. THIS INCLUDES DAMAGE TO EXISTING ROADS. RECORD THE CURRENT CONDITION OF ALL SUCH ITEMS IN THE "JOINT PRE-CONDITION SURVEY".
3. SEE SPECIFICATIONS FOR INFORMATION REGARDING ACCESS TO THE AIRPORT AND FAA RESTRICTIONS.
4. USE THE CONTROL POINTS SHOWN TO ESTABLISH SURVEY CONTROL.
  - A. CONTROL POINT 5 IS A PK NAIL IN THE CENTER OF THE CONCRETE PAD OF THE WEIR ON CDF 10B.
  - B. CONTROL POINT 6 IS A PK NAIL IN THE ACCESS ROAD BETWEEN THE RUNWAY AND THE AIRPORT NAVIGATION AID.
5. COORDINATE ACTIVITIES WITH OTHER CONTRACTORS WORKING IN AND AROUND THE SITE.
6. FEATURES SHOWN ON THIS SHEET ARE EXISTING UNLESS DESCRIBED AS POTENTIAL OR PROPOSED.
7. BACKGROUND IMAGERY IS FROM SCREEN CAPTURES OF DIGITAL GLOBE DATA. IMAGERY DATE IS 13 MARCH 2020.
8. PRINT THIS SHEET IN COLOR.

LEGEND

-  - EXISTING VEHICLE ACCESS
-  - WORK LIMITS

WORK LIMITS (NAD83-OHIO NORTH)		
WL	EASTING	NORTHING
1	2193235.95	676526.04
2	2192647.47	677144.57
3	2194160.58	678350.24
4	2194456.52	677901.71
5	2193779.14	677390.93
6	2194012.65	677013.74

CONTROL POINTS			
PT	EASTING	NORTHING	ELEVATION ABOVE L.W.D.
5	2193921.74	678109.20	+16.02
6	2194019.22	677057.82	+10.46



MARK		DESCRIPTION	DATE

DESIGNED BY:		ISSUE DATE:
POT	DECEMBER 2022	
DRAWN BY:		SOLICITATION NO.:
D. TELLINGHUSEN		191225001
CHECKED BY:		CONTRACT NO.:
D. TELLINGHUSEN		
SUBMITTED BY:		SIZE:
D. TELLINGHUSEN		
U.S. ARMY CORPS OF ENGINEERS BUFFALO DISTRICT 1776 NIAGARA STREET BUFFALO, NY 14207		

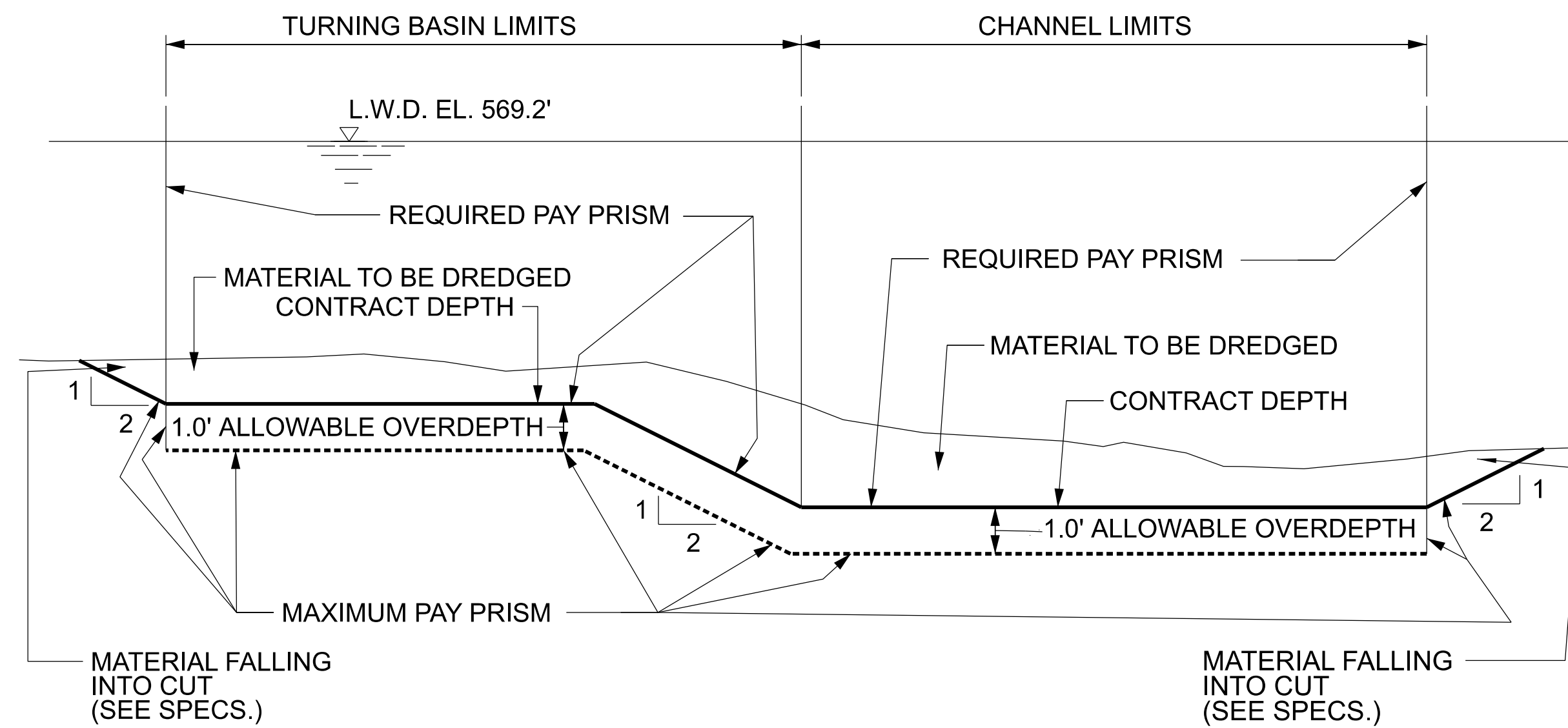
CLEVELAND OHIO CLEVELAND HARBOR DREDGING FY23	GENERAL PLAN LOCALITY PLAN CDF 10B
--	------------------------------------

SHEET ID
C-103

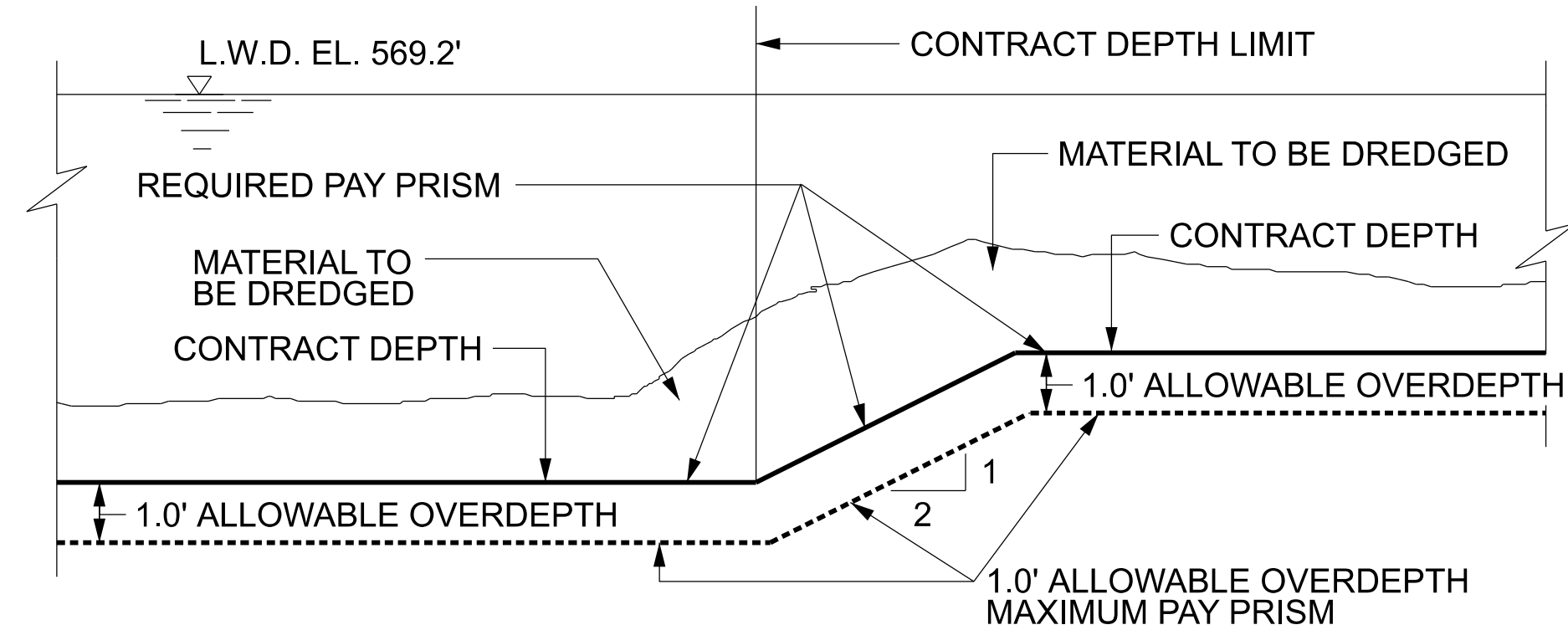




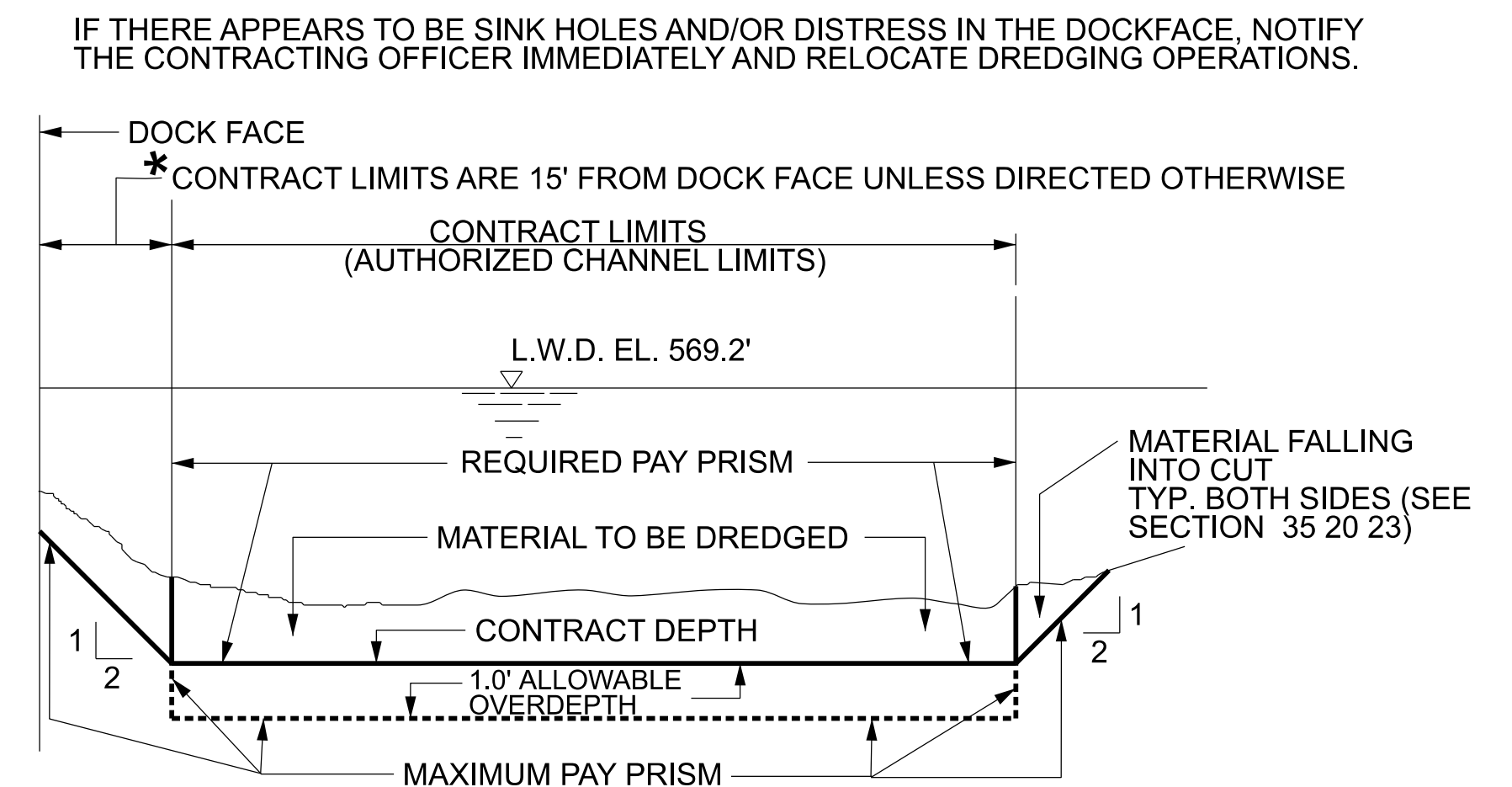




TYPICAL SECTION FOR TURNING BASIN

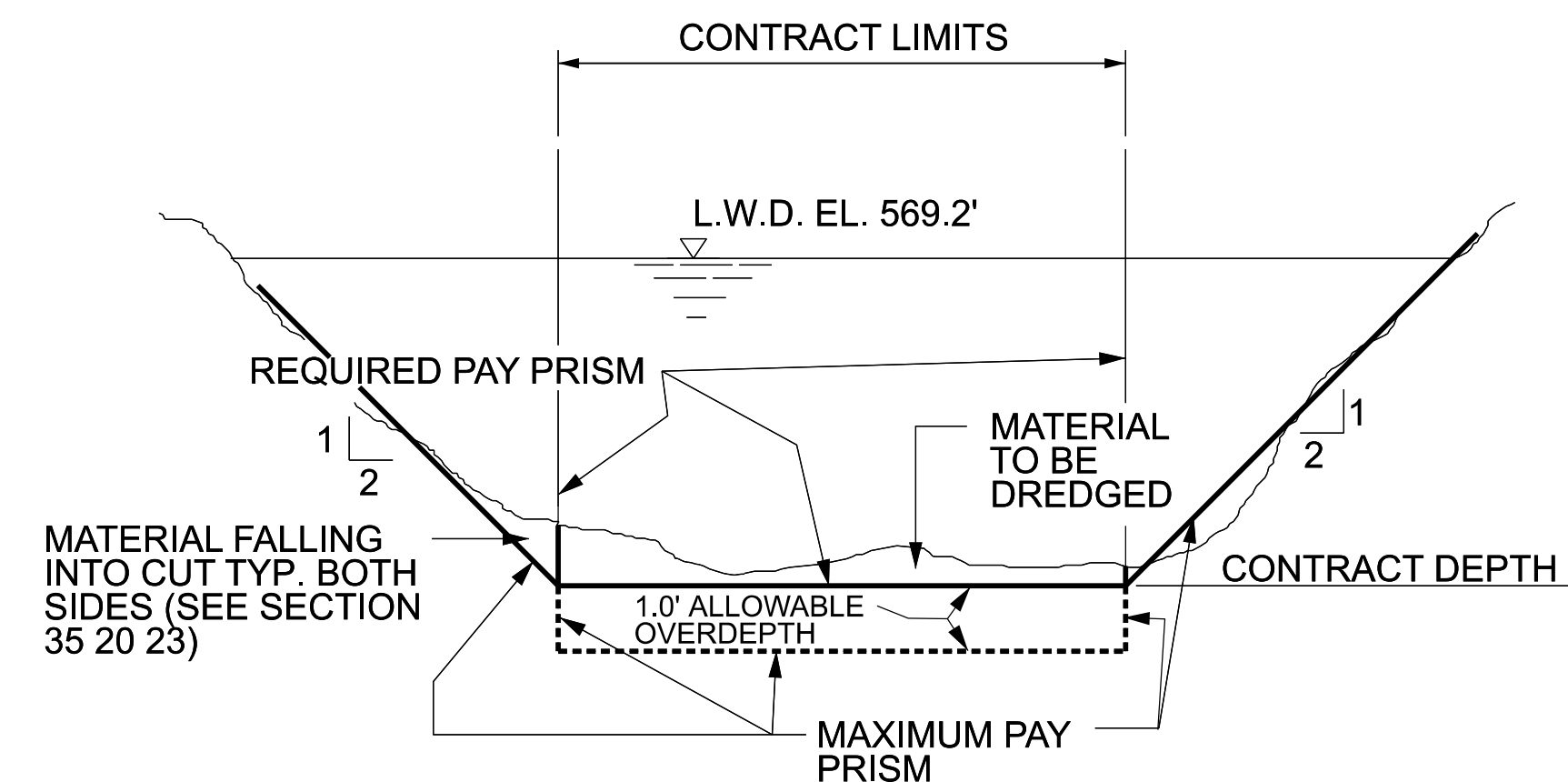


TYPICAL SECTION FOR CHANGE IN CONTRACT DEPTH

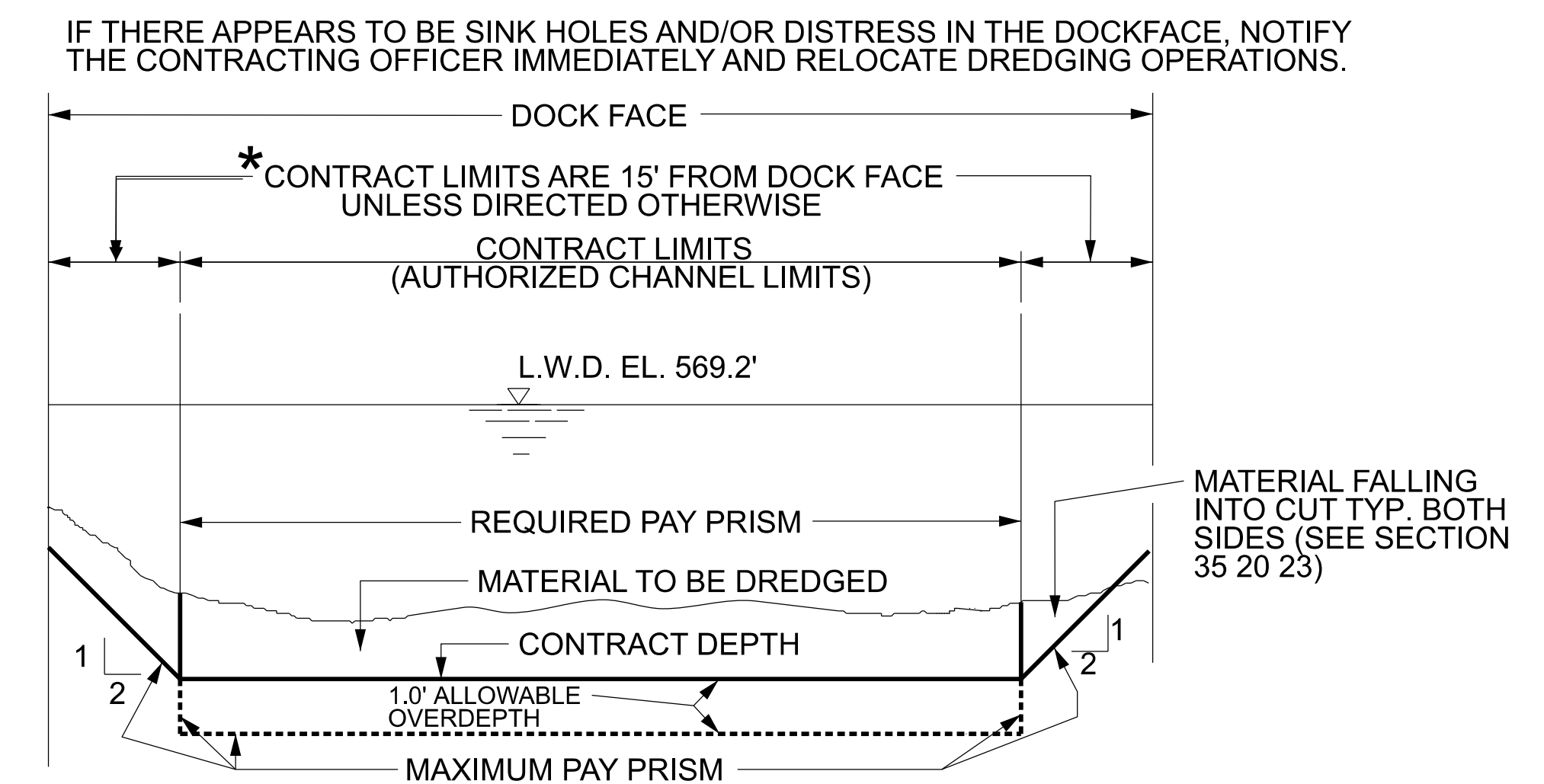


TYPICAL SECTION WITH DOCK FACE

\* - THE CONTRACT LIMITS WILL BE 15' FROM THE DOCK FACE, IN LOCATIONS WHERE THE AUTHORIZED CHANNEL LIMIT IS LESS THAN 15' FROM THE DOCK FACE.



TYPICAL SECTION WITHOUT DOCK FACE



TYPICAL SECTION WITH DOCK FACE(S)

\* - THE CONTRACT LIMITS WILL BE 15' FROM THE DOCK FACE, IN LOCATIONS WHERE THE AUTHORIZED CHANNEL LIMIT IS LESS THAN 15' FROM THE DOCK FACE.



**U.S. Army Corps  
Engineers®**

[illegible]

	DRAWN BY:	
	A. MATTHEWS	
	CHECKED BY:	
	D. TELLINGHUSEN	
	SUBMITTED BY:	
	D. TELLINGHUSEN	
	SIZE:	

TYPICAL SECTIONS  
 DREDGING  
 FY23

SHEET ID  
C-301



"General Decision Number: IL20230018 01/06/2023

Superseded General Decision Number: IL20220018

State: Illinois

Construction Types: Heavy (Dredging and Marine)

Counties: Illinois Statewide.

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO, PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION  
Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all</li> </ul>



	hours spent performing on that contract in 2023.
--	--

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/06/2023

SUIL2003-001 01/01/2021

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

Rates                      Fringes

Dredging:

Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations)		
Pipeline men (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats)		
Rangeman, Tankerman, Sweepman and service Truck Driver.....	\$ 22.51	7.61+a+b
Lead Deckhand.....	\$ 29.68	7.61+a+b

Hydraulic Dredging

LAUNCH OPERATOR - Vessel		
800 Horse- Power Or Less....	\$ 25.15	7.61+a+b
TUG ENGINEER.....	\$ 26.49	7.61+a+b
TUG OPERATOR - Vessel Over		
800 Horse-Power.....	\$ 26.49	7.61+a+b
TUG WORKERS: Fireman, Lineman, Oiler, Deckhand, Tankerman, Scowman, (on/or with tugboats, launches, or other self-propelled boats).....	\$ 22.51	7.61+a+b

MECHANIC (Undefined)

FLOATING EQUIPMENT:		
Illinois		
Class I.....	\$ 59.35	43.00+b&c
Class II-A.....	\$ 57.85	43.00+b&c
Class II-B.....	\$ 60.85	43.00+b&c
Class III.....	\$ 51.50	43.00+b&c



Class IV.....	\$ 42.80	43.00+b&c
FLOATING EQUIPMENT: Indiana		
Class I.....	\$ 49.30	36.50+b&c
Class II-A.....	\$ 47.80	36.50+b&c
Class II-B.....	\$ 49.80	36.50+b&c
Class III.....	\$ 42.55	36.50+b&c
Class IV.....	\$ 35.40	36.50+b&c
FLOATING EQUIPMENT:		
Michigan		
Class I.....	\$ 47.00	31.72+b&c
Class II-A.....	\$ 45.50	31.72+b&c
Class II-B.....	\$ 47.00	31.72+b&c
Class III.....	\$ 40.95	31.72+b&c
Class IV.....	\$ 34.75	31.72+b&c
FLOATING EQUIPMENT:		
Minnesota		
Class I.....	\$ 48.95	21.55+b&c
Class II-A.....	\$ 47.45	21.55+b&c
Class II-B.....	\$ 47.95	21.55+b&c
Class III.....	\$ 42.23	21.55+b&c
Class IV.....	\$ 35.11	21.55+b&c
FLOATING EQUIPMENT:		
New York:(Albany, Herkimer, Montgomery, Saratoga and Schenectady Counties)		
Class I.....	\$ 54.75	28.40+b&c
Class II-A.....	\$ 53.25	28.40+b&c
Class II-B.....	\$ 56.25	28.40+b&c
Class III.....	\$ 47.40	28.40+b&c
Class IV.....	\$ 39.40	28.40+b&c
FLOATING EQUIPMENT:		
New York:(Cattaraugus, Chautauga, Erie, Niagara and Orleans Counties)		
Class I.....	\$ 48.80	32.14+b&c
Class II-A.....	\$ 47.30	32.14+b&c
Class II-B.....	\$ 50.30	32.14+b&c
Class III.....	\$ 42.10	32.14+b&c
Class IV.....	\$ 35.00	32.14+b&c
FLOATING EQUIPMENT:		
New York:(Cayuga, Jefferson, Madison, Oneida, Oswego and St. Lawrence Counties)		
Class I.....	\$ 51.60	27.15+b&c
Class II-A.....	\$ 50.10	27.15+b&c
Class II-B.....	\$ 53.10	27.15+b&c
Class III.....	\$ 44.60	27.15+b+c
Class IV.....	\$ 37.10	27.15+b&c
FLOATING EQUIPMENT:		
New York:(Monroe, Ontario and Wayne Counties and the City of Rochester)		
Class I.....	\$ 52.45	30.73+b&c
Class II-A.....	\$ 50.95	30.73+b&c
Class II-B.....	\$ 53.95	30.73+b&c
Class III.....	\$ 45.35	30.73+b&c
Class IV.....	\$ 37.70	30.73+b&c
FLOATING EQUIPMENT:		
Ohio:(Ashtabula, Cuyahoga, Erie,Lake, and Lorain Counties)		
Class I.....	\$ 48.39	15.55+b&c
Class II-A.....	\$ 46.89	15.55+b&c



Class II-B.....	\$ 46.89	15.55+b&c
Class III.....	\$ 41.97	15.55+b&c
Class IV.....	\$ 34.74	15.55+b&c
FLOATING EQUIPMENT:		
Ohio:(Lucas, Henry, Ottawa, Wood and Sandusky Counties)		
Class I.....	\$ 47.00	15.55+b&c
Class II-A.....	\$ 45.50	15.55+b&c
Class II-B.....	\$ 45.50	15.55+b&c
Class III.....	\$ 40.95	15.55+b&c
Class IV.....	\$ 34.75	15.55+b&c
FLOATING EQUIPMENT:		
Pennsylvania:(Erie County):		
Class I.....	\$ 47.00	22.73+b&c
Class II-A.....	\$ 45.50	22.73+b&c
Class II-B.....	\$ 48.50	22.73+a&b
Class III.....	\$ 40.95	22.73+b&c
Class IV.....	\$ 34.75	22.73+b&c
FLOATING EQUIPMENT:		
Wisconsin:Includes all marine/floating type work on projects in the Superior/Duluth Harbor, Lake Superior.		
Class I.....	\$ 49.40	23.88+b&c
Class II-A.....	\$ 47.90	23.88+b&c
Class II-B.....	\$ 48.40	23.88+b&c
Class III.....	\$ 42.65	23.88+b&c
Class IV.....	\$ 35.45	23.88+b&c

## PAID HOLIDAYS (WHERE APPLICABLE):

- A- NEW YEAR'S DAY
- B- MEMORIAL DAY
- C- INDEPENDENCE DAY
- D- LABOR DAY
- E- THANKSGIVING DAY
- F- CHRISTMAS DAY
- G- PRESIDENT'S DAY
- H- VETERANS DAY.

## FOOTNOTES:

- a. \$30.10 per day per employee for medical
- b. Eight paid holidays: A thru H
- c. Hazardous/Toxic Waste Material:
  - \*Level A \$2.50 per hour
  - \*Level B 2.00 per hour
  - \*Level C 1.00 per hour
  - \*Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. \*Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.

## CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct  
 Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)  
 Class II-A Crane/Backhoe Operator, 70 Ton or over Tug Operator, Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender  
 Class II-B Friction, Lattice Boom, or any Crane Certifications



Class III - Deck Equipment Operator (Machineryman)  
Maintenance of Crane (over 50 ton capacity) or Backhoe  
(115,000 pounds or more), Tug/launch operator, Loader/dozer  
and like equipment on Barge, breakwater wall, slip/dock,  
Scow, Deck Machinery, etc.

Class IV - Deck Equipment Operator(Machineryman/Fireman)  
(Four equipment units or more) Off Road Trucks, Deck Hand,  
Tug Engineer and Crane Maintenance 50 ton capacity and  
under or Backhoe weighing 115,000 pounds or less,  
assistant tug operator.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for reasons  
resulting from, or to assist a family member (or person who is  
like family to the employee) who is a victim of, domestic  
violence, sexual assault, or stalking. Additional information  
on contractor requirements and worker protections under the EO  
is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

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

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of ""identifiers"" that indicate whether the particular  
rate is a union rate (current union negotiated rate for local),  
a survey rate (weighted average rate) or a union average rate  
(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than ""SU"" or  
""UAVG"" denotes that the union classification and rate were  
prevailing for that classification in the survey. Example:  
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of  
the union which prevailed in the survey for this  
classification, which in this example would be Plumbers. 0198  
indicates the local union number or district council number



where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for



the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"