

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 03 DEC 22	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS SACRAMENTO
1325 J STREET
SACRAMENTO, CALIFORNIA

SEE ITEM 7

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(✓)	9A. AMENDMENT OF SOLICITATION NO. W912P7-04-R-0001
	X	9B. DATED <i>(SEE ITEM 11)</i> 1 DEC 2003
		10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
		10B. DATED <i>(SEE ITEM 13)</i> N/A
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
**OAKLAND INNER AND OUTER AND RICHMOND INNER HARBORS
 ALAMEDA, SAN FRANCISCO, AND CONTRA COSTA COUNTIES, CALIFORNIA**

- 2 ENCLS: 1) PRICING SCHEDULE, 00100, 00700, 00110, 00120, 01005, 01305, 01330 AND 02480.
 2) ALL DRAWING SHEETS (15 TOTAL).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED

PRICING SCHEDULE

BASIC CONTRACT (365 CALENDAR DAYS FROM CONTRACT AWARD)

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0001	MOBILIZATION/ DEMobilIZATION (OAKLAND & RICHMOND)	1	LUMP SUM	LUMP SUM	\$_____
<u>OAKLAND INNER & OUTER HARBORS</u>					
0002	DREDGING INNER & OUTER HARBORS & DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
0002AA	0 TO 300,000 CY	300,000*	CY	\$_____	\$_____
0002AB	OVER 300,000 CY	160,000*	CY	\$_____	\$_____
SUBTOTAL PROJECTED PRICE					\$_____
(ITEMS 0002 THRU 0002AB)					
<u>RICHMOND INNER HARBOR</u>					
0003	DREDGING INNER HARBOR DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
0003AA	0 TO 240,000 CY	240,000*	CY	\$_____	\$_____
0003AB	OVER 240,000 CY	130,000*	CY	\$_____	\$_____
SUBTOTAL PROJECTED PRICE					\$_____
(ITEMS 0003 THRU 0003AB)					
TOTAL PROJECTED PRICE					\$_____
(BASIC CONTRACT PERIOD ITEMS 0001 THRU 0003AB)					

*** QUANTITY IS AN ESTIMATED AMOUNT. SEE SECTION 00700, FAR 52.211-18, FOR VARIATION IN ESTIMATED QUANTITY CONTRACT CLAUSE.**

PRICING SCHEDULE

OPTION YEAR 1 (365 CALENDAR DAYS FROM **EXERCISE OF OPTION**)

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1001	MOBILIZATION/ DEMobilIZATION (OAKLAND & RICHMOND)	1	LUMP SUM	LUMP SUM	\$ _____
<u>OAKLAND INNER & OUTER HARBORS</u>					
1002	DREDGING INNER & OUTER HARBORS & DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
1002AA	0 TO 300,000 CY	300,000*	CY	\$ _____	\$ _____
1002AB	OVER 300,000 CY	160,000*	CY	\$ _____	\$ _____
SUBTOTAL PROJECTED PRICE (ITEMS 1002 THRU 1002AB)					\$ _____
<u>RICHMOND INNER HARBOR</u>					
1003	DREDGING INNER HARBOR DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
1003AA	0 TO 240,000 CY	240,000*	CY	\$ _____	\$ _____
1003AB	OVER 240,000 CY	130,000*	CY	\$ _____	\$ _____
SUBTOTAL PROJECTED PRICE (ITEMS 1003 THRU 1003AB)					\$ _____
SUBTOTAL PROJECTED PRICE (ITEMS 1003 THRU 1003AB)					\$ _____
TOTAL PROJECTED PRICE (OPTION YEAR 1 ITEMS 1001 THRU 1003AB)					\$ _____

*** QUANTITY IS AN ESTIMATED AMOUNT. SEE SECTION 00700, FAR 52.211-18, FOR VARIATION IN ESTIMATED QUANTITY CONTRACT CLAUSE.**

PRICING SCHEDULE

OPTION YEAR 2 (365 CALENDAR DAYS FROM **EXERCISE OF OPTION**)

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
2001	MOBILIZATION/ DEMobilIZATION (OAKLAND & RICHMOND)	1	LUMP SUM	LUMP SUM	\$ _____
<u>OAKLAND INNER & OUTER HARBORS</u>					
2002	DREDGING INNER & OUTER HARBORS & DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
2002AA	0 TO 300,000 CY	300,000*	CY	\$ _____	\$ _____
2002AB	OVER 300,000 CY	160,000*	CY	\$ _____	\$ _____
SUBTOTAL PROJECTED PRICE (ITEMS 2002 THRU 2002AB)					\$ _____
<u>RICHMOND INNER HARBOR</u>					
2003	DREDGING INNER HARBOR DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
2003AA	0 TO 240,000 CY	240,000*	CY	\$ _____	\$ _____
2003AB	OVER 240,000 CY	130,000*	CY	\$ _____	\$ _____
SUBTOTAL PROJECTED PRICE (ITEMS 2003 THRU 2003AB)					\$ _____
TOTAL PROJECTED PRICE (OPTION YEAR 2 ITEMS 2001 THRU 2003AB)					\$ _____
GRAND TOTAL PROJECTED PRICE (ITEMS 0001 THRU 2003AB)					\$ _____

*** QUANTITY IS AN ESTIMATED AMOUNT. SEE SECTION 00700, FAR 52.211-18, FOR VARIATION IN ESTIMATED QUANTITY CONTRACT CLAUSE.**

1. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may cause the proposal to be determined "unacceptable".

2. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.

3. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined "unacceptable".

4. The lump sum, "LS", line items above are not "estimated quantity" line items and therefore are not subject to the Variation in Quantity contract clause.

5. The successful offeror grants the options listed in the Pricing Schedule to the Government. Exercise of the option occurs upon mailing of written notice to the Contractor. Exercise will be made by the Contracting Officer. The price for exercise of the option includes all work and effort associated with the scope of that item.

6. Notwithstanding any other provision of this solicitation, the award will be made to the successful offeror for all schedules and in accordance with Section 00100. Bidders must submit prices on all items, all Schedules.

Section 00100 - Bidding Schedule/Instructions to Bidders

52.204-4005 SUBMITTAL INFORMATION FOR SUPPLIERS (RFQS), BIDDERS (IFBS) AND OFFERORS (RFPS) (MAY 2003)

The following documents must be returned with your quote, bid, or offer.

--The completed Standard Form 18/1442 with continuation pages, duly executed with an original signature by an official authorized to bind the company.

--Your acknowledgement of any and all Amendments to the solicitation in accordance with the instructions on the Standard Form 30 Amendment.
Note: If the SF 18/1442 and/or the pricing schedule was changed by amendment, be sure to use the amended pages when submitting your quote, bid, or offer.

--The completed Pricing Schedule with your proposed contract line item prices inserted in the appropriate spaces. Prices must be proposed for all contract line items and priced sub-line items. Unit prices are to be extended to the actual "dollar and cents" amounts (i.e., to two decimal places). Do not round off to the nearest dollar. Check your pricing submission very carefully for mathematical and clerical errors prior to submission.

--Your completed Representations, Certifications, and Other Statements of Bidders/Offerors (Section 00600).

--Your Bid Guarantee (e.g., Standard Form 24, "Bid Bond")

--Cost or Pricing Data (See Section 00100)

-- Information Other Than Cost or Pricing Data (See Section 00100).

--Any other documents required by the solicitation (see Attachments).

52.0214-4581 INQUIRIES (NOV 2002)

Prospective offerors should submit inquiries related to this solicitation in accordance with the following (collect calls will not be accepted):

(1) For information related to ordering solicitation packages, amendments, the dates set for receipt of proposals, and for copies of the solicitation mailing list, please check our website at the following URL: <http://ebs.spk.usace.army.mil> If the site is temporarily unavailable, please FAX your inquiry to our Plan Room at (916) 557-7842

(2) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language):

Contract Specialist: James Garror
Telephone: (916) 557-5229
FAX: (916) 557-5278

(3) All technical questions on the specifications or drawings must be in writing and submitted by email to:

~~MAILING ADDRESS:
Department of the Army
U.S. Army Engineer District, Sacramento
Contracting Division (Attn: James Garror)
1325 J Street
Sacramento CA 95814-2922~~

developed considering only the subcontracts actually to be awarded. Subcontracting Plans are required only from large business firms if the contract price is over \$1 million; they are not required from small business firms regardless of the contract price.

(b) The sample Subcontracting Plan is attached to this solicitation for information purposes. Review of the Subcontracting Plan by the Government will be in accordance with FAR 19.705-4. For Invitation for Bids a Subcontracting Plan will be required only from the low bidder if the low bidder is a large business and the low bid is over \$1 million. The Subcontracting Plan is not required from the low bidder until after the Bid Opening; it is not required as part of the bid package. After the Bid Opening, if the selected bidder fails to submit an acceptable plan within the time prescribed by the Contracting Officer, the bidder will be ineligible for award. For Request for Proposals, a Subcontracting Plan is required with submission of the proposal package.

(c) A Subcontracting Plan which proposes goals less than the recommended goals below must contain support, in writing, for the lesser goals and discuss the Contractor's good faith effort to meet the recommended floors.

(d) In accordance with FAR 19.704 if the contract contains options, the cumulative value of the basic contract and all options is considered in determining whether a subcontracting plan is necessary. If a plan is necessary, the subcontracting plan shall contain separate parts, one for the basic contract period and one for each option period. It is necessary to address planned subcontracting dollars and percentages of total to be awarded to small businesses, small disadvantaged businesses, HUBZone small businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, Hispanic Servicing Institutions and Tribal Council Universities, HBCU/MIs, and qualified nonprofit agencies for the blind and other severely disabled for the basic contract period and each option period. All other parts of the subcontracting plan only need to be addressed once.

(e) Subcontracts awarded to HUBZone small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, Hispanic Servicing Institutions and Tribal Council Universities, HBCU/MIs, and qualified nonprofit agencies for the blind and other severely disabled count toward the overall small business goal. HBCU/MIs are counted as a subset of the small disadvantaged business goal. The Corps of Engineers has not been assigned separate goals for qualified nonprofit agencies for the blind and other severely disabled, HBCU/MIs, Hispanic Servicing Institutions and Tribal Council Universities, or for HUBZone small business concerns.

(f) Qualified nonprofit agencies for the blind and other severely disabled, that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48), are eligible to participate in the program as a result of 10 U.S.C. 2410d and Section 9077 of Pub. L. 102-396 and similar sections in subsequent Defense appropriations acts. Under this authority, subcontracts awarded to such entities may be counted toward the prime contractor's small business subcontracting goal.

(g) Contact - Ms. Nancy Mahoney (415)977-8808, Deputy for Small Business, with questions on the Subcontracting Plan requirements and further instructions on submission of Standard Forms 294 and 295 as required by FAR 52.219-9. These forms with clarifying instructions will be furnished by the Deputy for Small Business to the Contractor's Subcontracting Plan Administrator after contract award.

(h) The accepted Subcontracting Plan will be incorporated into and made a material part of the contract.

(i) The Corps of Engineers highly encourages all bidders/offerors to meet the recommended subcontracting goals as follows:

Small Businesses	57.2%
Small, Disadvantaged Businesses	10.0%

Women-Owned Small Businesses	10.0%
HUBZone Small Business	3.0%
Service Disabled Veteran Owned Small Business	3.0%

The goals are calculated as a percentage of the TOTAL SUBCONTRACTING DOLLARS, NOT THE TOTAL CONTRACT AMOUNT.

52.0228-4504 PERFORMANCE AND PAYMENT BONDS (MAY 2000)

The bidder/offeror whose bid/offer is accepted will, within the time established in the contract, furnish performance and payment bonds in accordance with FAR 52.228-15 located in Section 00700.

52.0228-4506 INDIVIDUAL SURETIES IN SUPPORT OF BID BONDS (AUG 1991)

Bidders/offerors utilizing individual sureties in support of a bid bond shall include a Standard Form (SF) 28 (Affidavit of Individual Surety), accompanied by a pledge of acceptable assets from each person acting as an individual surety, and include these with the SF 24 (Bid Bond), and the bid itself (see clause titled "Pledges of Assets," FAR 52.228-11).

Pledges of acceptable assets shall be in the form of (1) evidence of an escrow account and/or (2) a recorded lien on real estate. If this is an IFB, failure to provide pledges of acceptable assets, with the bid, in the specified form, accompanied by a properly executed SF 24 and SF 28, will render the bidder nonresponsible and thus ineligible for award. If this is an RFP, failure to provide required documentation described herein may cause the offeror to be deemed "unacceptable".

52.228-4507 BID GUARANTEE FORM AND AMOUNT (NOV 2000)

The offeror shall furnish a separate bid guarantee in accordance with the solicitation provision titled "Bid Guarantee", FAR 52.228-1. In accordance with FAR 28.101-2 the bid guarantee amount shall be at least 20 percent of the "bid price" but shall not exceed \$3 million. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated. If there are option line items on the Pricing Schedule (Section 00010), the term "bid price" is hereby defined as the total bid not to include any amount for line items designated as "options". In bids/proposals that contain "additives", the "bid price" is defined as the total of all bid items including additive line items. FAR 28.106-1 states that a Standard Form (SF) 24 shall be used for the bid bond. In accordance with FAR 28.202(a)(1), corporate sureties utilized must appear on the list contained in the Department of Treasury Circular 570 titled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

52.0236-4507 ACCEPTANCE OF OFFERS (AUG 1991)

A written award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional

Option Schedule - Year 1, if awarded, the dredging shall commence between 1 June and 30 November **for Richmond Inner Harbor, and 1 August and 30 November for Oakland Inner and Outer Harobor**, and shall be completed not later than 165 days after receipt of the notice to proceed. The Government will exercise the option dredging by issuance of Standard Form 30 "Modification of Contract" and the exact job requirements and duration will be stated.

Option Schedule - Year 2, if awarded, the dredging shall commence between 1 June and 30 November **for Richmond Inner Harbor, and 1 August and 30 November for Oakland Inner and Outer Harobor**, and shall be completed not later than 165 days after receipt of the notice to proceed. The Government will exercise the option dredging by issuance of Standard Form 30 "Modification of Contract" and the exact job requirements duration will be stated.

Should the total quantity of material to be paid for actually removed under the contract exceed the limit established in the Special Clause VARIATIONS IN ESTIMATED QUANTITIES DREDGING, additional time will be allowed at the rate of one (1) calendar day for each 5,000 cubic yards in excess of the established limit. The time for completion shall include final clean up of the premises.

(End of clause)

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

If the Contractor fails to complete the work within the time specified in the contract or any extension, the Contractor shall pay the Government as Liquidated Damages the sum of \$9,200.00 for each day of delay.

CONDITIONS"

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

SECTION 00110

PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1. REQUIREMENT FOR SEPARATE PRICE AND TECHNICAL PROPOSALS

- a. Each Offeror must submit both a Price Proposal and a Technical Proposal. The Price Proposal and the Technical Proposal must be submitted as separate, physically distinct volumes. Ensure that the outside of each separate volume is clearly marked to indicate its contents and the identity of the offeror. Additionally, clearly identify the original price proposal and the original technical proposal on the outside cover.
- b. Both the Price Proposal and the Technical Proposal must be received by the closing date and time set for receipt of proposals.
- c. No dollar amounts from the Price Proposal are to be included in the Technical Proposal, except as expressly required under TAB 3, Socio-Economic Considerations.
- d. All information intended by the Offeror to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not merely cross-reference similar material from the Price Proposal.
- e. Do not include exceptions to the contractual terms and conditions to the solicitation (e.g., standard company terms and conditions) in either the technical or price proposal.

2. ORAL PRESENTATIONS

The Government reserves the right to require oral presentations for this solicitation as part of discussions, if the Government is unable to make award based on the initial offers. If the Government enters into discussions, and if oral presentations will be required as part of those discussions, the details and instructions pertaining to the oral presentations will be provided to all Offerors determined to be in the competitive range after discussions are opened. Presentations that occur during the discussion process following the establishment of the competitive range will be controlled by the negotiation rules in FAR Part 15.

3. GENERAL INSTRUCTIONS

- a. Submit only typed/printed hard-copy paper documents unless electronic files are specifically authorized and/or required elsewhere in this section. All submissions must be clearly legible.
- b. Use only 8 ½ by 11 inch paper for hard copy submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use 11” x 14” or 11” x 17” fold-out sheets unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 10, an unusual font style such as script, or condensed print for any narrative submission. Smaller font sizes may be used for non-narrative submissions (e.g., charts, graphs, etc.) as long as the text is clearly legible. All page margins must be at least 1 inch wide, but may include headers and footers. Do not justify the right margin.
- c. The preferred method for assembling your proposals is to use three-ring binders; however, the use of pressboard or other report covers with compression or other type fasteners is acceptable. Do not use spring clamps or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages.
- d. “Confidential” projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can nonetheless be provided to the Government as part of the Offeror’s technical proposal. Offerors that include in their proposals information that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must be clearly marked in accordance with the

instructions at FAR 52.215-1, "Instructions to Offeror—Competitive Acquisition", paragraph (3), "Restriction on disclosure and use of data".

e. In the case of an Offeror that is part of a large, multi-segmented business concern, provide information directly pertaining to the specific segment of the business concern (i.e., the division, group, unit, etc.) that will perform work under the prospective contract with its own workforce. Do not provide information pertaining to the business concern in general or pertaining to other affiliated concerns which will not be self-performing work under the prospective contract with their in-house workforces.

f. For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on the back and front of one piece of paper will be counted as two pages. Where authorized, fold-out sheets will count as one page. Pages furnished for organizational purposes only, such as an index, "Table of Contents," or divider tabs, are not included in the page limitation.

4. SUBCONTRACTING PLANS

a. The requirement for submitting an acceptable subcontracting plan prior to contract award applies only to large business concerns. Small business concerns will not be required to submit subcontracting plans.

b. Large businesses **ARE not** required to submit subcontracting plans **with their initial offers**. However, the Government reserves the right, in accordance with FAR 19.702, to require the submission of subcontracting plans from large businesses at any time subsequent to the receipt of initial offers. The format for submitting a subcontracting plan, in response to a request from the Contracting Officer, is provided in the Attachments Section of the solicitation.

~~e. Regardless of its timing, the Government's request for a subcontracting plan from large businesses will not constitute discussions; additionally, an Offeror's submission of a subcontracting plan will not constitute proposal revisions. The negotiation of an acceptable subcontract plan prior to contract award to a large business is a contractual requirement that is separate from the "best value" source selection process.~~

5. SPECIFIC INSTRUCTIONS FOR THE PRICE PROPOSAL

a. Number of Sets of the Price Proposal

Submit the original and two additional copies of the Price Proposal.

b. Format and Contents of the Price Proposal/List of Tabs

The Price Proposal shall be appropriately labeled as such and shall be organized as indicated in the following chart.

TAB	CONTENTS OF THE PRICE PROPOSAL
#1	The Proposal Cover Sheet
#2	<p>The SF 1442 completed by the Offeror and duly executed with an original signature by an official authorized to bind the company in accordance with the instructions at FAR 4.102.</p> <p>Acknowledgement of any and all amendments to the solicitation in accordance with the instructions on the Standard Form 30 Amendment.</p>
#3	<p>The completed Pricing Schedule with the Offeror’s proposed contract line item prices inserted in the appropriate spaces. Prices must be proposed for all contract line items and priced sub-line items. Unit prices are to be extended to the actual “dollar and cents” amounts (i.e., to two decimal places). Do not round off to the nearest dollar. Check your pricing submission very carefully for mathematical and clerical errors prior to submission.</p>
#4	<p>“Representations, Certifications, and Other Statements of Bidders/Offerors” (Section 00600) completed by the Offeror</p>
#5	<p>A Bid Guarantee (e.g., Standard Form 24, “Bid Bond”)</p>
#6	<p>A completed Pre-Award Survey (see format in the Attachments Section of the solicitation)</p>
#7	<p>If the Offeror is a Joint Venture (JV), include a copy of the JV Agreement and indicate its status.</p>
#8	<p>Subcontracting Plan (Required from Large Businesses Only) – see format in the Attachments section of this solicitation.</p>

c. Format for the Proposal Cover Sheet

The proposal cover sheet is required by FAR 52.215-1(c)(i)-(v). This provision, titled “Instructions to Offerors—Competitive Acquisition,” has been provided in full text in Section 00100. The format is as follows:

<p style="text-align: center;">PROPOSAL COVER SHEET</p> <ol style="list-style-type: none">1. Solicitation Number: 2. The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available): 3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. 4. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror’s behalf with the Government in connection with this solicitation: 5. Name, title, and <u>signature</u> of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

6. SPECIFIC INSTRUCTIONS FOR THE TECHNICAL PROPOSAL

a. Number of Sets of the Technical Proposal

Submit the original and seven additional sets of the Technical Proposal.

b. Format and Contents of the Technical Proposal/List of Tabs

The original and all additional sets of the technical proposal will be appropriately labeled as such. Each set shall be organized using the tabs specified in the following chart. **The main tabs directly correlate to the evaluation factors identified in Section 00120.**

TABS	CONTENTS OF THE TECHNICAL PROPOSAL
#1 #1-1 #1-2 #1-3 #1-4 #1-5 #1-6 #1-7 #1-8 #1-9	TECHNICAL APPROACH AND METHODS Narrative describing the proposed project team Letters of commitment from key subcontractors Organization chart Resumes of proposed key personnel Dredging plant and equipment schedule Dredging plan Approach to environmental protection Approach to quality control Preliminary hydrographic survey quality control plan
#2	REFERENCE PROJECTS DEMONSTRATING CAPABILITY (EXPERIENCE AND PAST PERFORMANCE) (NTE five projects total)
#3 #3-1 #3-2 #3-3	SOCIO-ECONOMIC CONSIDERATIONS Proposed small business participation Proposed HBCU/MI participation Participation of SDBs under the authorized codes and regions

TAB 1: TECHNICAL APPROACH AND METHODS

1. GENERAL

- a. The offeror is required to propose a specific project team including key personnel and key subcontractors, if any, for evaluation in response to this Request for Proposals.
- b.. The Offeror’s attention is directed to the clause in Section 00800 titled “Key Personnel, Subcontractors, and Outside Associates or Consultants”.

2. SUBMISSION REQUIREMENT: DEMONSTRATE YOUR APPROACH TO SUCCESSFULLY ACCOMPLISHING THE REQUIRED WORK WITHIN THE REQUIRED PERFORMANCE PERIOD AND IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS BY SUBMITTING THE FOLLOWING INFORMATION:

1. Organization, Qualifications, and Commitment of the Project Team Proposed for this Project

- a. Narrative submission (NTE one 8 ½ x 11 inch page) describing the proposed project team.

Include:

- (1) Identification of the work to be self-performed by Offeror’s in-house work force;
- (2) Identification of the work to be subcontracted;
- (3) Identification of the personnel proposed for the following key positions by name, job title, and employer under the prospective contract:
 - (a) Project Manager;
 - (b) On-site Field Superintendent;
 - (c) CQC System Manager (see Section 01405, Paragraph 3.4.2 and 3.4.3);
 - (d) QC Manager for Hydrographic Survey Quality Control (see Section 01330, Paragraph 4.3(3)); and
 - (e) Independent Licensed Hydrographic Surveyor (see Section 01330, paragraph 2).
- (4) Identification of key subcontractors by business name and address and specific work to be performed by each. [Any subcontractor who will be performing harbor dredging and ocean disposal services under the prospective contract is considered a key subcontractor for purposes of this submission.]

b. Letters of Commitment from Key Subcontractors

The offeror is to provide a letter of commitment and authorization from each proposed key subcontractor, as defined above. The letter is to be on the subcontractor’s letterhead and is to be signed by a principal of the business concern. The letter is to:

- (a) State the business concern’s intent to work on this project in the specified capacity if the Offeror is awarded the contract; and

(b) Provide authorization for the Government to discuss the key subcontractor 's past performance record with the Offeror in conjunction with the Government's evaluation of the Offeror's proposal.

c. Organization Chart (NTE one 11" x 17" fold-out page) reflecting :

- (1) Prime Contractor;
- (2) Key Subcontractors;
- (3) Key Personnel; and
- (4) Lines of authority.

d. Qualifications of Key Personnel

Submit the qualifications of each person proposed for a key position in resume format. Submit the qualifications of only one person for each key position. Each resume is limited to five 8 ½" x 11" pages. Begin the information about each key person on a new page. Required documentation (e.g., course certificates, copies of diplomas, or copies of professional registration/license) is excluded from the page limitation.

The Offeror is not precluded from using the same person in more than one capacity, provided that the duties of the position do not prohibit the person from serving in more than one capacity. If a person is proposed for more than one key position and only one resume is submitted, the resume must clearly demonstrate the qualifications of that person for all proposed positions. At the discretion of the Offeror, separate resumes could be submitted.

A sample format is provided to illustrate the level of detail desired by the Government. Use of the sample format is encouraged but is not mandatory. However, if you choose to use an alternate format, you are cautioned that failure to provide detailed, specific information relevant to this procurement could result in a lower rating.

The resume must demonstrate that the person proposed for a key position meets all of the minimum qualification criteria specified in the solicitation for that position.

SAMPLE RESUME FORMAT

1. The individual's name and the proposed key position:

2. The total cumulative number of years the individual has worked in the proposed position:

3. Availability:

___ Full-time ___ Less than Full-time

4. The proposed person [] is a U.S. citizen [] is not a U.S. citizen *

5. The proposed person [] will [] will not be an employee of the prime contractor.

6. The proposed person [] will [] will not have additional duties and responsibilities other than in the capacity specified above.

7. Individual's relevant education: *(Specify Degree/Year/Specialization and attach copy of diploma):*

8. **Relevant Specialized Training:** *(Important Note: for the Construction Quality Control System Manager, a certificate showing completion of the Government course "Construction Quality Management for Contractors" must be attached to the resume. The completion certificate must not have expired as of the date of offer submission.)*

9. Individual's specific qualifications and experience relevant to this project:

(Provide any other information pertaining to the qualifications of this person for this project not specifically addressed above that directly relates to this person's qualifications for the position. A complete list of the individual's prior experience is neither required nor desired; however, sufficient information (including verifiable dates of employment) must be furnished to fully substantiate that the proposed person meets any minimum experience requirements specified in the RFP for the position. When providing project information, provide sufficient detail to establish the relevancy of the experience to this acquisition.)

10. Attachments:

(Submit as applicable. The attachments are not included in the page limitation.)

--For the CQC System Manager, a current Certificate of Completion for the "Construction Quality Management for Contractors" course. The certificate must not have expired as of the date of offer submission.

--A copy of the individual's active registration or current license(s).

--Letter of Commitment: *(Attach a letter of commitment signed by the proposed key person stating his or her intent to work on this project in the specified capacity if the Offeror is awarded the contract. This letter is not included in the page limitation.)*

--Relevant Letters of Appreciation: *(If the proposed key person received letters of appreciation, commendation, recommendation, etc. in conjunction with work in the same capacity on a relevant project, so indicate and attach copies. If the relevance of the project to this acquisition is not clear, explain. This attachment is not included in the page limitation. Note: The Government is not requesting the Offeror to submit letters written "after the fact" for the purpose of this solicitation.)*

***NOTE:** *If the proposed person is a foreign national (e.g., not a U.S. citizen), and the offeror is selected for contract award, documentation verifying that the person was legally admitted into the United States and has authority to work in the U.S. must be provided in accordance with 52.204-4003 (see Section 00800).*

2. Conforming Plant and Equipment Committed and Dedicated to this Project (no page limitation)

Submit a completed Dredging Plant and Equipment Schedule in accordance with the following sample format and instructions. Only list plant and equipment that will be committed and dedicated to this project. Only list plant and equipment that fully conforms to the contract requirements or that will be modified prior to use under the prospective contract to be in full compliance with the contract requirements by the addition of required DDLS and Acoustic Sensor equipment. Only list equipment that complies with the restrictions of the Foreign Dredge Act of 1906 (e.g., unless an exception applies, a vessel must not be less than 75% U.S.-citizen owned and the charterer of a vessel used under this prospective contract must be a U.S. citizen or an entity with at least 75% U.S.-citizen control).

Sample Format

(NOTE: 11" x 17" foldout sheets are authorized for this submission.)

DREDGING PLANT AND EQUIPMENT SCHEDULE

Plant to be Used on Proposed Project

Number	Type	Capacity	Manufacturer	Age and Condition	Location	Overall Dimensions	DDLS
Dredges (List each separately)							
Scows (List each separately)							
Tugboats (List each separately)							
Survey Boat (Quantity Measurement Equipment) (List each separately)							
Are any of the dredges listed above less than 75% U.S.-Citizen owned? ____ NO ____ YES. If yes, indicate which:							
Is the charterer of a vessel used under the proposed contract a U.S. citizen or an entity with at least 75% U.S.-citizen control? ____ YES ____ NO. If no, indicate which:							

Instructions for completing the Dredging Plant and Equipment Schedule

- a. Number. For dredges give identifying number or name.
- b. Type. Under this heading give description as follows: For clamshell dredge show bucket capacity in in-situ

cubic yards, for clamshell and/or pipe-line dredges show inside diameter of intake and discharge pipe, horsepower of pump engine, and type of power; for hopper dredges show capacity at overflow, number of dredge pumps, suction pipe size, propulsion type and horsepower, dredge length O/A and beam O/A.

c. Capacity. Under this heading, state the estimated capacity of the plant in cubic yards per month when working materials similar to those which it is anticipated will be encountered in the performance of the work for clamshell, hopper, pipeline, and scow.

d. Manufacture. Self-explanatory.

e. Age and Condition. Self-explanatory.

f. Current Location. Self-explanatory.

g. Overall Dimensions. State overall length, beam and draft.

h. DDLS. List the DDLS equipment and number of each that will be used in accordance with Appendix 10 of the specifications.

3. Dredging Plan (no page limitation):

Submit your plan for accomplishing the required maintenance dredging and deep ocean disposal services within the required time periods utilizing only the plant and equipment listed on the completed Dredging Plant and Equipment Schedule. Specifically address:

(a) Planned use of listed plant and equipment to dredge and dispose of the estimated quantities within the specified dredging windows;

(b) Manpower availability and utilization (crews, shifts, hours, etc.);

(c) The Offeror's plan for remaining on schedule/timely completion, notwithstanding contingencies (e.g., equipment malfunction; unsuitable sea conditions; boat traffic congestion; spills; environmental restrictions, etc.)

4. Offeror's Approach to Environmental Protection/Quality Control/Hydrographic Surveys (no page limitation)

a. Address measures that will be taken to ensure adequate protection of the environment, including

(1) Methods and measures to be taken to control turbidity;

(2) Methods and measures to be taken to ensure accurate placement of the dredged material within the boundaries of the designated disposal area; and

(3) Pollution prevention.

b. Address the means by which quality control will be achieved on this project. Your discussion should include key personnel responsibilities; lines of internal and external communications; and the use of automated information management/tracking systems, to include Corps-specific requirements.

c. Submit a preliminary Survey QC Plan as described in Section 01330, paragraph 4.3.

TAB 2: REFERENCE PROJECTS DEMONSTRATING TEAM CAPABILITY

(EXPERIENCE AND PAST PERFORMANCE)

a. For the purpose of the submission requirement for reference projects under this tab, the terms “team” or “team member” refers to either the Offeror/prospective prime contractor and/or to a proposed key subcontractor, NOT TO AN INDIVIDUAL.

b. Provide information and references on no more than five projects total which best demonstrate the capability of the Offeror’s proposed project team to successfully complete the current acquisition. At least one of the projects must demonstrate the capability of the prime contractor. If you propose to subcontract any of the harbor maintenance dredging or ocean disposal work, submit at least one reference project for each subcontractor that will be performing dredging and/or disposal services.

c. Use the standardized format for submitting reference projects that follows these instructions. You are limited to five 8 ½” x 11” pages total for each project. Begin each referenced project on a new page.

d. The following instructions are provided in order to assist you in determining which projects to use as references.

--Only submit **recent** projects that were physically completed or accepted by the customer within five years of the issue date of this solicitation, or which are nearing completion (e.g., which are substantially complete).

--Only submit **relevant** projects (i.e., projects similar in type, scope, size, dollar value, and/or complexity to this procurement).

NOTE: Reference projects that are not considered by the Government to be both recent and relevant will not be evaluated.

--The Government is specifically interested in projects which demonstrate experience with harbor maintenance dredging contracts that involve deep ocean disposal.

e. In your discussion of the relevance of the referenced project to the current acquisition, provide detailed, specific information. Include any information necessary for the Government to determine the relevance of the referenced project to the current acquisition.

STANDARDIZED FORMAT FOR SUBMITTING REFERENCE PROJECTS

REFERENCE PROJECT # ____
DEMONSTRATING TEAM CAPABILITY
(EXPERIENCE AND PAST PERFORMANCE)

A. IDENTIFICATION OF THE TEAM MEMBER (E.G., THE PROSPECTIVE PRIME CONTRACTOR OR PROSPECTIVE SUBCONTRACTOR) WHOSE EXPERIENCE AND PAST PERFORMANCE INFORMATION IS PROVIDED BELOW TO DEMONSTRATE THE TEAM'S CAPABILITY:

(Provide firm name, business unit/division, if applicable, and complete address)

B. GENERAL INFORMATION PERTAINING TO THE PROJECT PROVIDED AS A REFERENCE FOR THE CONSTRUCTION TEAM MEMBER:

1. Project Title and Location:
2. Complete name and address of customer/project owner (Government agency, commercial firm, or other organization):
3. Name and address of the prime contractor:
4. Prime contract/reference number:
5. If the team member was a subcontractor for this project, the name and address of the firm the subcontractor was hired by and the applicable subcontract/reference number.
6. Team member's role on the referenced project: Prime Subcontractor Other:
7. Percentage and type of work on the referenced project self-performed by the team member:
8. Percentage and type of work on the referenced project subcontracted by the team member:

C. SPECIFIC CONTRACT INFORMATION: *(If the team member was a subcontractor on the above project, provide information pertaining to the team member's subcontract, not the prime contract.)*

1. Contract type: Fixed-Price or Cost-Reimbursement
2. Contract price for work performed by the team member:

Original: \$

Current or Final: \$:

If the above amounts differ, briefly explain:

D. CURRENT STATUS OF TEAM MEMBER'S CONTRACT: *(Choose one.)*

- Work completed, no further action pending or underway.
- Work completed, routine administrative action pending or underway.
- Work completed, claims negotiations pending or underway.
- Work completed, litigation pending or underway.
- Terminated for convenience.
- Terminated for default.
- Other (explain):

E. PERIOD OF PERFORMANCE FOR TEAM MEMBER'S CONTRACT:

1. Contract award date:
2. Original period of performance:
3. Dates performance: Started: Completed:
4. Explain primary causes of any slippage from original schedule:

F. REFERENCES/PRIMARY POINTS OF CONTACT: *(For prime contractors, use the project owner. For subcontractors, use the business concern that awarded the subcontract. If possible, provide at least one reference from each category below. Ensure that all contact information is accurate, current, and complete.)*

1. Technical/Program Manager

Name:
Telephone:
Facsimile:
E-mail, if known:

2. Contracting Officer(s):

Name:
Telephone:
Facsimile:
E-mail, if known:

G. SPECIFICALLY EXPLAIN THE RELEVANCE OF THE WORK THAT YOU PERFORMED UNDER THIS PROJECT TO THE CURRENT ACQUISITION. INCLUDE THE FOLLOWING:

- a. Describe the general scope of the project.
- b. Were any of the key personnel proposed for the current acquisition utilized in the same capacity on this project? If so, state which.
- c. Summarize the team member's role on the project. Describe the nature and scope of the work that was performed. Address the relevance of the experience gained on this project to the current acquisition. Provide specific details, not general statements, with emphasis on similarities in the type of work performed, the size, scope and complexity of the project, etc.
- d. Provide any other relevant information pertaining to this project not specifically address above that directly pertains to the construction team member's capability to successfully perform the current acquisition:

H. COMPLIANCE WITH FAR 52.219-8 and FAR 52.219-9 *(Applicable only if the prime contract was awarded by a federal agency and contained one or both of these clauses.)* Address the construction team member's compliance under this contract with the requirements of FAR 52.219-8, currently titled "Utilization of Small Business Concerns". If the construction team member was subject to a subcontracting plan, also address compliance under the referenced contract with the requirements of FAR 52.219-9, currently titled "Small Business Subcontracting Plan". *NOTE: Standard Form 294, Subcontracting Report for Individual Contracts, may be submitted by large businesses to document their compliance in this area. This form will not be included in the page limitation.*

I. PROBLEMS ENCOUNTERED AND THEIR RESOLUTION: *(Provide applicable details. Describe any actions that were taken or are planned to correct any performance shortcomings. Include any problems related to schedule slippage and all safety and environmental citations. Describe any pending, on-going, or competed litigation.)*

J. LETTERS OF APPRECIATION/COMMENDATION/RECOMMENDATION *(If the team member received letters of appreciation, commendation, recommendation, etc. either during contract performance or in conjunction with the completion and acceptance of this project, so indicate and attach copies. This attachment is not included in the page limitation. Note: The Government is not requesting the Offeror to submit letters written “after the fact” for the purpose of this solicitation.)*

K. QUALITY AWARDS RECEIVED FOR THIS PROJECT: *(Provide details and attach a copy of the certificate or other documentation. This attachment is not included in the page limitation.)*

L. THE OVERALL PERFORMANCE RATING RECEIVED FOR THIS PROJECT:
(If an official performance rating/evaluation was received, attach a copy. This attachment is not included in the page limitation. If a written performance rating was not received, send a copy of the past performance questionnaire provided at the end of this section to the references and state in this block that the references have been provided with copies of the questionnaire. The accompanying letter to the references must request that the completed questionnaires be FAXED directly to the attention of the contract specialist, James Garror, at (916) 557-7854/5278 no later than the date set for receipt of proposals.)

TAB 3: SOCIO-ECONOMIC CONSIDERATIONS

GENERAL INSTRUCTIONS:

1. All Offerors, regardless of business size or status, must address each part.
2. There are three separate parts to this submission requirement. Begin the narrative for each part on a separate page.
3. Do not provide a Small Business Subcontracting Plan as part of your technical proposal, either in lieu of or in addition to the information required below. (NOTE: If you are a large business, you are required to submit your subcontracting plan with your price proposal.)

PART I. PROPOSED SMALL BUSINESS PARTICIPATION

Submittal Instructions for Part I:

Address the proposed participation of Small Business Concerns (SBCs) in the performance of work under the prospective contract. You are limited to a total of three 8 ½" x 11" pages which may consist of narrative and/or charts. Include the following information:

- a. The extent of proposed participation of SBCs in terms of the total value of the contract.
- b. Specific identification by name of the proposed SBCs;
- c. Extent of Offeror's commitment to use the specifically identified SBCs;
- d. The Offeror's teaming arrangement with the specifically identified SBCs (e.g., joint venture participant or subcontractor); and
- e. The complexity and variety of the work the specifically identified SBCs will perform.

Important Note: The part addresses the Offeror's proposed utilization of all small business concerns, irrespective of their classification into other subgroups (e.g., veteran-owned SBCs; service-disabled veteran-owned SBCs, HUBZone SBCs, Small Disadvantaged Business concerns; woman-owned SBCs, etc.) and whether or not participation is at the prime or subcontract level.

PART II. PROPOSED PARTICIPATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES AND MINORITY INSTITUTIONS (HBCU/MIs)

Submittal Instructions for Part II:

Address the proposed participation of HBCU/MIs in the performance of work under the prospective contract. You are limited to two 8 ½" x 11" pages which may consist of narrative and/or charts. Include the following information:

- a. The extent of proposed participation of HBCU/MIs in terms of the total value of the contract.
- b. Specific identification by name of the proposed HBCU/MIs;
- c. Extent of Offeror's commitment to use the specifically identified HBCU/MIs;
- d. The Offeror's teaming arrangement with the specifically identified HBCU/MIs (e.g., joint venture participant or subcontractor); and
- e. The complexity and variety of the work the specifically identified HBCU/MIs will perform.

Important Notes:

1. A list of HBCU/MIs is available online at the following website: <http://www.dtic.mil/dtic/postsecondarymi.html>.
2. If work under the prospective contract is not suitable for HBCU/MIs, or the Offeror has other valid reasons for not proposing HBCU/MI participation in the contract, in lieu of providing the above information the Offeror must (1) state that no HBCU/MI participation is proposed and (2) provide an explanation of the lack of proposed HBCU/MI participation.

PART III: PARTICIPATION OF SMALL DISADVANTAGED BUSINESSES (SDBs) UNDER THE AUTHORIZED CODES AND REGIONS

IMPORTANT NOTE TO OFFERORS: You are urged to call the contract specialist for clarification prior to submission of your initial offer if you have any questions pertaining to the submittal instructions and/or requirements for this Part.

1. Authorized Codes and Regions:

a. The Government will **ONLY** consider the proposed participation in the prospective contract of certified Small Disadvantaged Businesses (SDBs) under the Authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions, **NOT** the Offeror's total proposed SDB participation in general.

b. A chart of the "authorized" SIC Major Groups is provided below. Only address SDB participation in the SIC Major Groups/NAICS Industry Subsectors listed on the chart in your submittal for this part. As the chart has not yet been revised by the Department of Commerce to reflect NAICS codes, you must cross-reference the old SIC code to the new NAICS code in your response, i.e., provide **BOTH** the SIC code and the corresponding NAICS code. (Tables providing cross-references between the SIC and NAICS codes are available at the following website: <http://www.census.gov/epcd/www/naicstab.htm>).

c. Your attention is specifically directed to the construction SIC Major Groups 15, 16, and 17. The Government will **ONLY** consider the participation in the performance of the contract of certified SDBs under the construction SIC codes **IF** the SDB contractor's principal office is located in one of the listed regions and states. Do not address SDB participation under the construction SIC Major Groups/NAICS Industry Subsectors by a SDB contractor whose principal office is not located in one of the listed states.

Industries Eligible for the SDB Participation Program

	Description of SIC Major Group		SIC	Description of SIC Major Group
10	Metal mining		48	Communications
12	Coal mining		49	Electric, gas, and sanitary services
13	Oil and gas extraction		50	Wholesale trade-durable goods
14	Extraction of non-metallic minerals, except fuels		51	Wholesale trade-nondurable goods
15	Building construction – General Contractors (Limited to: Firms in East North Central, East South Central, Middle Atlantic and West South Central Regions comprising the following states: Alabama, Arkansas, Illinois, Indiana, Kentucky, Louisiana, Michigan, Mississippi, New Jersey, New York, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, and Wisconsin)		52	Building materials, hardware, garden supply, and mobile home dealers
16	Heavy Construction, other than Buildings (Limited to: Firms in East South Central and West South Central Regions comprising the following states: Alabama, Arkansas, Kentucky, Louisiana, Mississippi, Oklahoma, Tennessee, Texas)		53	General merchandise stores
17	Construction, Special Trade Contractors (Limited to: Firms in New England and West North Central Regions comprising the following states: Connecticut, Iowa, Kansas, Massachusetts, Maine, Minnesota, Missouri, Nebraska, New Hampshire, North Dakota, Rhode Island, South Dakota, Vermont)		54	Food stores
22	Textile mill products		55	Automotive dealers and gasoline service stations

23	Apparel and other finished products made from fabrics		56	Apparel and accessories stores
24	Lumber and wood products, except furniture		57	Home furniture, furnishings, and equipment stores
25	Furniture and fixtures		58	Eating and drinking places
26	Paper and allied products		59	Miscellaneous retail
27	Printing, publishing, and allied industries		60	Depository institutions
28	Chemicals and allied products		61	Nondepository adjustment institutions
29	Petroleum refining and related industries		62	Security and commodity brokers, dealers, exchanges, and services
30	Rubber and miscellaneous plastics products		63	Insurance carriers
31	Leather and leather products		64	Insurance agents, brokers, and services
34	Fabricated metal products		65	Real estate
36	Electronic and other electrical equipment and components, except computers		67	Holding and other investment offices
37	Transportation equipment		70	Hotels, rooming houses, camps, and other lodging places
38	Measuring, analyzing, and controlling instruments; photographic, medical and optical goods; watches and clocks		73	Business services
39	Miscellaneous manufacturing industries		75	Automotive repair, services, and parking
41	Local and suburban transit and enter urban highway passenger transportation		76	Miscellaneous repair services
42	Motor freight transportation and warehousing		80	Health services
44	Water transportation		82	Educational services
46	Pipelines, except natural gas		87	Engineering, accounting, research, management, and related services
47	Transportation services		89	Miscellaneous services

2. Submittal Instructions for Part III:

a. If you are **NOT** proposing to use certified SDB concerns under the authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions in the performance of the prospective contract, the following applies:

Provide a narrative discussion (not to exceed one page) which includes:

- (1) A statement that you are not proposing the participation of certified SDBs under the authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions; and
- (2) A specific explanation for not proposing the use of certified SDBs under the authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions.

The following sample is provided solely for the purpose of illustrating the submission requirement. If the Offeror elects to use similar language, the narrative must be tailored by the Offeror to fit the circumstances of the prospective procurement.

“[OFFEROR] is NOT proposing the participation of certified SDB concerns in the performance of this contract under the authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions, for the following reasons:

a. This project falls under the construction NAICS Industry Subsector XXX. The authorized construction region for this code includes the following states: XX, XX, ... The proposed construction site is in XX, which is not one of the listed states. Neither are any of the bordering states included on the list of authorized construction regions. The nearest listed state is XX. It would not be cost-effective for us to subcontract with a certified SDB concern so far removed from the actual construction site. It is general industry practice to utilize subcontracting concerns within the same geographic region as the project.

b. Furthermore, we have not received inquiries/acceptable bids or proposals from certified SDB concerns on work under the authorized SIC Major Groups/NAICS Industry Subsectors for non-construction work (e.g., other than SIC Major Groups 15, 16, and 17) that could also be utilized in the performance of this contract (e.g., transportation, building materials, lumber, etc.).”

b. If you ARE proposing to use SDB concerns under the authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions, the following applies:

(1) Address the participation of certified Small Disadvantaged Business concerns in the performance of the contract under the under the Authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions. You may use a narrative format and/or charts (not to exceed three 8 ½" x 11" pages total for narrative and/or charts) for your submission. Include all of the following information:

(a) Identification of the certified SDBs that the Offeror will utilize in performance of work under the contract in the authorized codes and regions. Include the following information:

- (i) Specific identification by name of the SDBs that will perform work under the contract in the authorized codes and regions. List the applicable SIC and NAICS code(s) for each firm. For construction codes, also specify in which state the SDB concern's principal office is located. Describe the complexity and variety of work each SDB concern will perform under the authorized codes.
- (ii) Extent of Offeror's commitment to use the specifically identified SDBs for work under the contract in the authorized codes and regions;
- (iii) The Offeror's teaming arrangement with the specifically identified SDBs (e.g., joint venture participant or subcontractor); and

(b) Targets (expressed as BOTH dollars and percentages of total contract value) for the proposed participation of certified SDBs under the authorized codes and regions. Provide separate targets for the following:

- (i) Participation by certified SDBs under each of the applicable, authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions;
- (ii) Total SDB subcontracting participation (i.e., by certified SDB firms under the authorized codes and regions);
- (iii) Total SDB participation by the contractor, including joint venture partners, and team members; and,
- (iv) If the Offeror is a certified SDB concern, a target for the work it intends to perform as a prime contractor under the authorized codes and regions.

IMPORTANT NOTES:

1. Offerors are responsible for verifying the certification status of proposed Small Disadvantaged Businesses in accordance with paragraph (a) of FAR 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting. This clause has been provided in full text in Section 00700 of this solicitation. The Small Business Administration's Procurement Marketing and Access Network (PRO-Net) referred to in the above clause is located at the following website: <http://pro-net.sba.gov>.

2. The SDB concerns considered in the evaluation will be listed in the contract, and the contractor will be required to notify the Contracting Officer of any substitutions.

3. The targets will be incorporated into and will become a part of any resulting contract. Additionally, contractors with SDB participation targets will be required to report SDB participation during performance of the contract. (See the provision at FAR 52.219-24, Small

Disadvantaged Business Participation Program Targets, located in Section 00600, and the clause at FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, located in Section 00700.)

4. Monetary incentives are not authorized for exceeding SDB subcontracting targets for this procurement (reference FAR 52.219-26, Small Disadvantaged Business Participation Program—Incentive Contracting, located in Section 00700).

**PAST PERFORMANCE QUESTIONNAIRE
WITH LETTER TO REFERENCES**

COVER LETTER

INSTRUCTIONS TO THE REFERENCE FOR COMPLETING THE
PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

RESPONDENT INFORMATION

SAMPLE OF LETTER TO BE SENT BY THE OFFEROR TO ITS REFERENCES
IF A FORMAL PERFORMANCE EVALUATION IS NOT INCLUDED IN THE TECHNICAL PROPOSAL

Date

Name and Address of Reference

Dear _____:

The U.S. Army Corps of Engineers, San Francisco District, is conducting a past performance review of our firm's past performance as part of an upcoming source selection acquisition.

Your name was given by the Government as a reference of our past performance on the following contracts with your agency/firm:

(INSERT LIST)

Please complete the attached questionnaire(s) to aid the Government in its evaluation of our past performance and FAX it directly to the Corps of Engineers, Attn: James Garror, at (916) 557-5278. Or, if you prefer, you may contact the Government contract specialist at the telephone number listed below to provide the information verbally. The Corps has requested receipt of this information by close of business on January 8, 2004, as their evaluation will commence shortly thereafter.

You are advised that it is Government policy that the identity of sources providing past performance information will not be released outside the Government.

We appreciate your efforts to help the Government fairly evaluate our past performance. Should you have any questions related to this matter, please contact the Government's contract specialist for this project, Mr. James Garror, at telephone (916) 557-5229.

Sincerely,

Offeror's Signature

Attachments

INSTRUCTIONS TO THE REFERENCE FOR COMPLETING

THE PAST PERFORMANCE QUESTIONNAIRE

1. Handwritten completion of this questionnaire is acceptable, if legible.
2. Please include evaluation of contractor's performance based solely on the performance for which the contractor was/is liable. Do not let factors beyond the control of the contractor which have resulted in performance delays or other problems bias the evaluation of the contractor's performance.
3. The following is a definition of the scoring system used:

Exceptional: Performance meets contractual requirements and exceeds many to the Owner's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Owner's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the area being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element being assessed evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

4. In completing the questionnaire please circle a letter corresponding to your rating, or "N/A" if you are unable to provide an evaluation for any area.
5. Please provide clear and concise narrative explanations (both positive and negative) for your answers. This is especially important for any rating above or below "satisfactory". If more space is needed than is provided, you may use the back of the questionnaire or attach additional sheets.

6. The Government is particularly interested in the timeliness of the contractor's performance and whether the contractor was cited for safety or environmental violations during performance of the project.

PAST PERFORMANCE QUESTIONNAIRE

(To be completed and returned by the "Reference")

I. CONTRACTOR/CONTRACT IDENTIFICATION.

- A. Contractor (Company/Division):
- B. Contract Number/Identification:
- C. Contract Title (Brief Description of Work and Location):
- D. Contract Type: Fixed-Price, Cost-Reimbursement;
- E. Owner: Federal / State / Local Government or Private/Commercial
- F. Period of Performance:
- G. Original Dollar Amount of Contract:
- H. Number of Modifications:
- I. Dollar Amount at Completion (or current amount, if not complete):

II. PAST PERFORMANCE/QUALITY EVALUATION:

1. Quality of Product or Service - Assess the contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards): **EX VG S M UNSAT N/A**

Comments:

2. Schedule - Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements (e.g., efforts that contribute to or effect the schedule variance): **EX VG S M UNSAT N/A**

Comments:

3. Cost Control (Not applicable if the referenced contract was firm fixed price. :
Assess the contractor's effectiveness in forecasting, managing and controlling contract cost:

EX VG S M UNSAT N/A

Comments:

4. Business Relationships - Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective actions plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, and the timely award and management of subcontracts. Additionally, please comment as to whether the contractor met small/small disadvantaged and women-owned business participation goals:

EX VG S M UNSAT N/A

Comments:

5. Would you use this company again? Yes No

Explain:

6. Other contacts who may be able to furnish past performance information:

RESPONDENT INFORMATION

(TO BE COMPLETED AND RETURNED BY THE REFERENCE.)

*****YOUR NAME WILL NOT BE RELEASED OUTSIDE OF THE GOVERNMENT.*****

A. NAME OF EVALUATOR:

B. TITLE:

C. TELEPHONE NUMBER:

D. COMPANY/ORGANIZATION:

**E. POSITION HELD IN REFERENCE TO THE CONTRACT
(TECHNICAL INSPECTOR, CONTRACT ADMINISTRATOR, ETC.):**

F. LENGTH OF INVOLVEMENT IN CONTRACT:

**G. WAS THE CONTRACTOR GIVEN THE OPPORTUNITY TO RESPOND TO ALL
ADVERSE PAST PERFORMANCE INFORMATION? Yes No Unknown **Not Applicable****
Explain:

H. DATE QUESTIONNAIRE COMPLETED/INFORMATION PROVIDED:

**I. IF THE INFORMATION WAS SUBMITTED IN WRITING, THE SIGNATURE OF THE
RESPONDENT:**

**J. IF THE INFORMATION WAS OBTAINED TELEPHONICALLY, THE SIGNATURE(S) OF
THE GOVERNMENT REPRESENTATIVE(S) DOCUMENTING THE PHONE CALL:**

SECTION 00120

PROPOSAL EVALUATION AND CONTRACT AWARD

PARAGRAPH

1. ELIGIBILITY FOR CONTRACT AWARD
2. SOURCE SELECTION USING THE TRADE-OFF PROCESS
3. RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS
4. EVALUATION OF THE PRICE PROPOSAL
5. THE TECHNICAL EVALUATION FACTORS AND SUBFACTORS
6. RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS AND SUBFACTORS
7. GENERAL TECHNICAL EVALUATION CRITERIA
8. SPECIAL NOTES PERTAINING TO THE EVALUATION OF PAST PERFORMANCE
9. SPECIAL NOTES PERTAINING TO THE EVALUATION OF SOCIO-ECONOMIC CONSIDERATIONS

SECTION 00120
PROPOSAL EVALUATION AND CONTRACT AWARD

1. ELIGIBILITY FOR CONTRACT AWARD

- a. In accordance with the FAR, no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in Part FAR 9 and any special standards set forth in the solicitation.
- b. This procurement is subject to the Foreign Dredge Act of 1906, as amended by The Oceans Act of 1992. Unless an exception applies, a vessel must not be less than 75% U.S.-citizen-owned and the charterer of a vessel used under this contract must be a U.S. citizen or an entity with at least 75% U.S.-citizen control.

2. SOURCE SELECTION USING THE TRADE-OFF PROCESS

The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between price and technical (“non-cost”) factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

3. RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS

All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.

4. EVALUATION OF THE PRICE PROPOSAL

- a. Price or cost to the Government will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed price will be analyzed for reasonableness. It may also be analyzed to determine whether it is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the Offeror’s Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing. When applicable, the Price Evaluation Preference for HUBZone Small Business Concerns will be applied. The Price Evaluation Adjustment for Small Disadvantaged Businesses will not apply to this procurement as it is currently suspended for DoD.
- b. An acceptable subcontracting plan must be negotiated prior to award to a large business.
- c. The pre-award survey information is used in the pre-award determination of responsibility.

5. THE TECHNICAL EVALUATION FACTORS AND SUBFACTORS:

The Technical Proposal will be evaluated based on the following technical evaluation factors and subfactors. The evaluation factors correlate directly to the information submitted under the TABS identified in Section 00110 (e.g., the information submitted under TAB 1 will provide the basis for the evaluation under FACTOR 1).

FACTOR 1: TECHNICAL APPROACH AND METHODS (TAB 1 OF THE TECHNICAL PROPOSAL)

- Subfactor 1a: Adequacy of Proposed Resources
- Subfactor 1b: Demonstrated Understanding of Requirements
- Subfactor 1c: Qualifications of Key Personnel

FACTOR 2: CAPABILITY (TAB 2 OF THE TECHNICAL PROPOSAL)

- Subfactor 2a: Experience
- Subfactor 2b: Past Performance

FACTOR 3: SOCIO-ECONOMIC CONSIDERATIONS (TAB 3 OF THE TECHNICAL PROPOSAL)

- Subfactor 3a: Participation of Small Business Concerns, Historically Black Colleges and Universities, and Minority Institutions

- Subfactor 3b: Small Disadvantaged Business Participation under the Authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions

6. RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS AND SUBFACTORS

- a. The factors are listed in descending order of importance, **with Factor 3 significantly less important than Factor 2.** *
- b. The subfactors under Factor One are listed in descending order of importance, with Subfactor 1a significantly more important than any of the other subfactors.
- c. The subfactors under Factor Two are of approximately the same importance.
- d. The subfactors under Factor Three are listed in descending order of importance.

7. GENERAL TECHNICAL EVALUATION CRITERIA

- a. The Offeror's conformance with the specified format and submission requirements will be considered during the technical evaluation. Failure to comply with the format and/or the submission requirements may be seen as indicative of the type of problems that could be expected during contract performance. Lack of conformance could therefore result in a higher risk assessment, in addition to any other impacts on the evaluation. Material omission(s) may cause the technical proposal to be rejected as unacceptable. For example, **an Offeror's failure to submit letter(s) of commitment will not be considered a material omission but may result in a less favorable rating due to higher risk.** *
- b. Technical proposals which do not provide the specified information in the specified location in accordance with the submission instructions may be downgraded. The Government is under no obligation to search for information that is not in the specified location.
- c. Proposals which are generic, vague, or lacking in detail may be downgraded. The proposal submission instructions are written to given prospective contractors, where feasible, an indication of the level of detail desired by the Government. The offeror's failure to include information that the Government has indicated should be included may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided.
- d. Any prescribed page and formatting limitations will be strictly adhered to and enforced by the Government. The Government will not evaluate any excess information resulting from the Offeror's failure to comply with the submission instructions. Examples: If an Offeror were to submit three pages in response to an item with a two page limitation, the information on the first two pages would be evaluated but the information on the third page would not be evaluated. If an Offeror were to submit a fold-out sheet

(11"x17") in response to a one-page limitation where fold-out sheets were not specifically authorized, only the information that could reasonably have been submitted on one 8 ½ x 11 inch sheet would be evaluated.

e. The degree of risk to the Government inherent in the Offeror's technical proposal will be a consideration under every evaluation factor/subfactor.

f. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" or "Fail" under any subfactor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

8. SPECIAL NOTES PERTAINING TO THE EVALUATION OF PAST PERFORMANCE

(1) The Government will evaluate past performance information to assess the level of performance risk associated with the Offeror's likelihood of success in performing the requirements stated in the solicitation. The currency and relevance of the information (as determined by the Government), the source of the information, context of the data, and general trends in the contractor's performance may be considered.

(2) This comparative risk assessment of past performance information is separate from the responsibility determination required under FAR Subpart 9.1.

(3) The Government will evaluate the information submitted by the Offeror pertaining to recent, relevant contracts. The Government may also use data obtained from other sources, including automated databases and questionnaires. References other than those identified by the Offeror may be contacted by the Government. The Government may take into consideration the offeror's performance of contracts with the agency; other Federal, State, and local government activities; and commercial concerns.

(4) For the purpose of the past performance evaluation, Offerors shall be defined as business arrangements and relationships, such as Joint Venture participants, teaming partners, and major subcontractors. The past performance record of each firm in the business arrangement may be evaluated by the Government.

(5) The evaluation may take into consideration the Offeror's record of conformance to contract specifications and standards of good workmanship; the Offeror's adherence to contract schedule, including the administrative aspects of performance; and the Offeror's history of reasonable and cooperative behavior, commitment to customer satisfaction, and timely award and management of subcontracts. For Federal contracts, the evaluation will also include the Offeror's history of compliance with the requirements of FAR 52.219-8, "Utilization of Small Business Concerns" and for large businesses, past compliance with the requirements of FAR 52.219-9, "Small Business Subcontracting Plan".

(6) The evaluation may take into account the number and severity of problems, the demonstrated effectiveness of corrective actions taken, and the overall work record.

(7) The result will be a performance risk rating based on each Offeror's record of past performance.

(8) In the case of an Offeror without a record of recent, relevant past performance (and for which there is also no recent, relevant past performance information for its predecessor companies or key subcontractors), or for whom information on past performance is not available or cannot be verified, the Offeror will not be evaluated favorably or unfavorably on past performance. This does not preclude the Government from making award to a higher-priced Offeror with a favorable past performance record over a lower-priced Offeror with a neutral past performance rating.

9. SPECIAL NOTES PERTAINING TO THE EVALUATION OF SOCIO-ECONOMIC CONSIDERATIONS

An offeror not in full compliance with the submission requirement for either or both subfactors will receive a rating no lower than "Marginal" for that subfactor(s), as long as the Offeror has made a reasonable attempt to respond to the proposal submission requirements. Notwithstanding the above, an Offeror who

fails to provide any information at all for evaluation under a subfactor will receive an “Unsatisfactory” rating for that subfactor.

TECHNICAL CLAUSES

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01005

SUPPLEMENTARY CONDITIONS

1. CONSTRUCTION RIGHTS-OF-WAY.

The construction rights-of-way required to perform the work under this contract will be furnished without cost to the Contractor

2. PERMITS.

2.1 Under Contract Clause "PERMITS AND RESPONSIBILITIES," the Contractor is obligated to obtain and comply with all licenses and permits required by Federal, State, and local laws, codes, and regulations, including the Ocean Dumping Final Rule, Designation of SF-DODS Site, 40 CFR Part 228 in Appendix 13. In the event of any conflict between these specifications and/or drawings and 40 CFR Part 228, the 40 CFR Part 228 requirements govern.

2.2 The following dredging permits have been obtained:

2.2.1 The Government has obtained the necessary dredging permits and approvals, including the **Consistency Determination for Calendar Years 2004, 2005, & 2006 for the maintenance dredging of Federal navigation channels in San Francisco Bay and Estuary**, and the **Waste Discharge Requirements** certified by the State Regional Water Quality Control Board and the Environmental Protection Agency, for dredging and disposal of dredged materials in the Government-furnished deep ocean disposal site ("SF-DODS").

2.3 The Contractor shall be responsible for making his own arrangements for permits, other than those listed herein, required to complete the work under this contract.

3. ORDER OF WORK.

3.1 General. With reference to Contract Clause "SCHEDULE FOR CONSTRUCTION CONTRACTS" and Special Clause "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK," the Contractor shall mobilize adequate labor, equipment, materials, and supplies and make a determined and continuous effort to complete the contract work within the time specified.

3.2 Mobilization shall commence not later than three (3) calendar days after date the Contracting Officer signs the notice to proceed. Dredging shall commence not later than

thirty (30) calendar days after the date of receipt of notice to proceed. The Contracting Officer will fax the notice to proceed to the Contractor on the day of signature. The facsimile will be the official notice to proceed for the contract.

3.3 Time Restrictions.

3.3.1 Richmond Inner Harbor. Dredging and Disposal operations shall occur from 1 June through 30 November 2003 to avoid fish spawning cycles within the Harbors. Mobilization and demobilization operations are not subject to these time restrictions.

3.3.2 Oakland Inner and Outer Harbors. Dredging and Disposal operations shall occur from 1 August through 30 November 2003 to avoid fish spawning cycles within the Harbors. Mobilization and demobilization operations are not subject to these time restrictions.

4. GENERAL SAFETY REQUIREMENTS.

4.1 General. The Contractor's attention is directed to the Corps of Engineers Manual, EM 385-1-1, "Safety and Health Requirements," dated 30 November 2003 which is included in the contract by reference in the Contract Clause "ACCIDENT PREVENTION." The Safety and Health Requirements will be strictly enforced under this contract, including but not limited to requirements for "Floating Plant and Marine Activities" and "Machinery and Mechanical Equipment" and Coast Guard approved survival suits for all personnel on-board the ocean disposal vessels. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ home page select Safety and Occupational Health). The contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

4.1.1 Accident Prevention Plan. Prior to commencement of work, the Contractor shall submit an accident prevention plan written for the specific work and hazards of the contract, which shall be subject to review and acceptance by the Contracting Officer. Guidelines for the preparation of the accident prevention plan are in Appendix A of EM 385-1-1, a sample copy of which is attached in Appendix 8.

4.1.2 Hazard Analysis. A job hazard analysis shall be prepared for each major phase of work and submitted for review and acceptance by the Contracting Officer prior to commencement of work. The outline for the analysis is shown in Figure 1-1 in Appendix 8.

4.1.3 Dredge Safety Management Program (DSMP). The Contractor shall comply with the provisions of EM 385-1-1. If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA)/United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of an Accident Prevention Plan (APP),

- (1) make available for review, upon request, the Contractor's current Safety Management System (SMS) documentation,
- (2) submit to the Contracting Officer, the current valid Company Certificate of Compliance for its SMS,
- (3) submit the current dredge(s) Certificate of Compliance based on third party audit, and
- (4) submit for review and acceptance, site-specific addenda to the SMS as specified in the solicitation.

4.2 Occupational Safety and Health Act (OSHA) Standards. The "Occupational Safety and Health Act (OSHA) Standards for Construction" (Title 29, Code of Federal Regulations Part 1926 as revised from time to time) and the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated 3 September 1996, are both applicable to this contract. The more stringent requirements of the two standards will be applicable.

4.3 Fire Control.

4.3.1 General. The Contractor shall supply all fire fighting equipment, supplies and personnel and perform all work required by Federal, State and local laws and regulations. Delays due to fire will not be the basis of claim by the Contractor for additional compensation.

4.3.2 Fire Extinguishers. The following policy applies to fire extinguishers for the Contractor's equipment.

(1) Each piece of internal combustion engine drive equipment shall be equipped with a fire extinguisher in accordance with recommendation of the National Fire Protection Association as appropriate.

(2) The minimum approved rating of new extinguishers should be not less than 5-B:C (See NFPA No. 10-1988, OSHA 1926.150, OSHA 1926.151, EM 385-1-1 Section 9).

4.4 Equipment Certification and Inspection.

4.4.1 Seaworthiness Certification. Before any plant or equipment, including hydrographic survey equipment and crew boat, is put into use on the job, it shall be inspected and tested by the Contractor's operator of the plant or equipment or the manufacturer's representative, in the presence of the Contractor's Safety Officer. The Contractor shall furnish certification in writing that the plant or equipment is operating within manufacturer's tolerances and specifications, is in safe operating condition, and complies with the applicable safety requirements of the contract. All floating plant or dredges shall have a current Coast Guard certification, ABS classification, or marine survey by a NAMS or SAMS surveyor. All dredges and quarter boats not subject to USCG inspection and certification or not having a current American Bureau of Shipping (ABS) classification shall be inspected in the working mode

annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS) and having at least five years experience in commercial marine plant and equipment. A qualified person shall inspect all other plant annually. The inspection shall be documented, and a copy of the most recent inspection report shall be posted in a public area on board the vessel and a copy shall be furnished to the designated authority upon request. The inspection shall be appropriate for the intended use of the plant and shall, as a minimum, evaluate structural integrity and compliance with NFPA 302, Fire Protection Standard for Pleasure and Commercial Motor Craft. EM 385-1-1, Section 19.A.01.b.

4.4.2 The Floating Plant and Mobile Construction Equipment Inspection Checklists: Using checklists in Appendix 2, an inspection shall be completed for each piece of floating plant and the completed checklists shall be furnished to the Contracting Officer prior to plant use.

4.4.3 Equipment Inspection. After receipt of the certification required in subparagraph "Equipment Certification" and the checklist in subparagraph "The Floating Plant and Mobile Construction Inspection Checklist" above, a Government Inspector shall be given eight hours to inspect all plant and equipment to be utilized. He will inspect to determine conformance with the manufacturer's specifications furnished by the Contractor and with requirements of the manual, "Safety and Health Requirements," EM 385-1-1, dated 3 November 2003. The Contractor will not be permitted to use any plant or equipment on the work under this contract until the Government has been allowed the opportunity for inspection during normal working hours and necessary repairs made for deficiencies found on the checklist. Any waiver or delay by the Contractor for any reason of this preinspection will not serve to excuse any noncompliance with safety regulations or the justification of a time extension.

4.4.3.1 Cranes. Cranes and crane operators shall be in compliance with EM 385-1-1 for the life of the contract. The Contractor (including subcontractors) shall have cage boom guards, insulating links, or proximity warning devices on cranes that will be working adjacent to power lines. These devices shall not alter the requirements of any other regulation of this part - even if law or other regulation requires such device. Insulating links shall be capable of withstanding a 1-minute dry low frequency dielectric test of 50,000 volts, alternating current (EM 385-1-1, Section 11.E.07). Calibration records or stamped date of required manufacturer inspection of proximity warning devices shall be kept on the crane. Additionally, prior to any work commencing an Activity Hazard Analysis (EM 385-1-1, Fig.1-1) identifying and satisfying EM 385-1-1, Section 11.A.02, 11.E.03, 11.E.04 and 11.E.05 requirements shall be submitted and accepted by the Contracting Officer.

4.5 Accident Reporting. As a part of the requirements for reporting accidents in accordance with EM 385-1-1, Section 1, the Contractor shall; (a) Report all injuries to the contracting officer and the designated authority immediately; (b) Submit Corps of Engineers Accident Investigation Report (ENG FORM 3394) within three (3) calendar days; (c) The Prime Contractor shall submit at the 50% point and at 100% of project completion, using form in Appendix 7-1, a written summary of Worker's Compensation Claims filed by workers on the

project. The report will include all subcontractors. The main report covering the prime contractor claim will be certified as "correct and true" by the contractor's compensation insurance carrier. The same certification will be required for subcontractor reports; (d) In the event of death or vessel loss, the Contractor shall verbally notify the Contracting Officer within 3 hours, followed by a written report within 24 hours; and (e) Certify and submit 'Safety and Exposure Report' using the form in Appendix 15, by the 19th of each month.

4.6 Anchoring Discharge Lines. The Contractor shall anchor all discharge lines in a manner that will prevent damage to moored or "underway" vessels. Prior to commencing dredging, the Contractor shall submit an "anchoring plan" for review by the Contracting Officer. No work under this paragraph will be allowed until the Contractor has answered all comments from the review. After the review and finalization of the anchoring plan, the Contractor shall perform, by an independent contract survey, a pre-anchoring hydrographic survey of the pipe alignment. The following survey procedures shall apply: (1) cross-sections shall proceed along centerline at 100' (30.5 m) intervals and extend 100' (30.5 m) each side of the pipe centerline; (2) cross-sections and soundings shall be plotted at 1"=100' (30.5 m). Thereafter, surveys shall be performed once each month for the life of the contract and shall be submitted to the Contracting Officer through the Contractor Quality Control program. If any survey reflects mounding caused by leakage from the discharge line, the Contractor shall immediately remove the mound materials and dispose of them at the disposal site. If the Contractor elects to place the discharge line within the project dredging limits, both top of anchors and top of discharge line shall be below project standard depth. If alignment of the discharge line is outside the project dredge limits, the Contractor shall visually mark pipe and anchors as required for safety of all users of the area.

4.7 Fuel oil transfer operations shall conform to U.S. Coast Guard design regulations. (33CFR 156.120) Personnel handling or working in the vicinity of coal tar (creosote) treated piles, bottom debris, dredge material shall be afforded appropriate NIOSH approved personal protective equipment during these exposures (i.e. gloves).

4.8 Navigation. The Contractor's operations shall conform to the U.S. Coast Guard publication "Navigation Rules, International-Inland, COMDT INST M16672.2D," dated 99 MAR 25.

4.8.1 Navigation Aids. Navigation aids located within or near the areas required to be dredged will be removed, if necessary, by the U.S. Coast Guard in advance of dredging operations. The Contractor shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation. The Contractor shall notify the Group Commander, 11th Coast Guard District, Aids to Navigation Office, Building 50-6, Coast Guard Island, Alameda, California 94501-5100, Telephone (510) 437-2976, in writing, with a copy to the Contracting Officer, 30 days in advance of the time he plans to dredge adjacent to any aids which require relocation to facilitate dredging. The Contractor shall contact the U.S. Coast Guard for information concerning the position to which the aids will be relocated.

4.8.2 Dredging Aids. The Contractor shall obtain approval from the U.S. Coast

Guard for all buoys, dredging aid markers to be placed in the water and dredging aid markers affixed with a light prior to the installation. Dredging aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigation aids.

4.8.3 Notice to Mariners. Upon receipt of notice to proceed, the Contractor shall contact the U. S. Coast Guard in sufficient time in advance of dredging operations so that the Coast Guard can include the dredging time and locations in its Notice to Mariners. **A copy of this notice shall also be provided to the Contracting Officer at the same time.**

4.8.4 Alameda Oakland Ferry Operations. The Contractor's operations shall not obstruct, detour, delay or hazard the Alameda Oakland Ferry operations. The Contractor shall be responsible for contacting the Alameda Oakland Ferry for current and updated operation routes and schedules. (Telephone 510-522-3300)

4.8.5 Signal Lights. The Contractor shall display signal lights and conduct his 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 passings by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army (33 C.F.R. 201.1-201.16) and the Commandant, U.S. Coast Guard (33 C.F.R. 80.18-80.31a and 33 C.F.R. 95.51-95.70).

4.8.6 Aerial Obstruction Light. The Contractor shall furnish and install a continuous red light at the highest point on the dredge or vessel as a warning to aircraft in the vicinity of the dredge or construction area. The aerial light shall meet the requirements of FAA Publication Advisory Circular 70/7460-1J, Appendix 12.

4.9 Radiological Safety. If the Contractor intends to use any radiological source on the project such use shall be reported by letter to the Contracting Officer. The letter shall state the type or radioactive material in the source, serial number of the equipment, manufacturer, licensee, and the purpose for which the equipment will be used. A copy of the last safety certification(s) from the appropriate Federal and State agencies shall be included with the letter. No radiological materials shall be stored, handled or used on this contract without the prior approval of the Contracting Officer. The storage, handling and use of radioactive materials shall comply with the pertinent State and Federal (EM 385-1-1) safety regulations.

4.10 Floating Plant USCG License Requirements. Each of the Contractor's personnel operating floating plant on the project shall possess a current and valid USCG (U.S. Coast Guard) operator's license for each specific type or class of floating plant to be operated. The Contractor shall submit copies of the licenses to the Contracting Officer prior to operation of

floating plant on the project.

4.11 Dive Plan A Dive Plan shall be submitted as a safety submittal item of the contract Accident Prevention Plan. All contract diving operations shall be performed in accordance with, EM 385-1-1, section 30.A.04 dated 3 November 30 or the EM385-1-1 in use at time of the contract award. At a minimum, the dive plan will address items in EM 385-1-1, section 30.A.13.

4.12 Marine Transportation Safety. During dredging, disposal and construction operations, the Contractor shall implement the following U.S. Coast Guard provisions to ensure marine transportation safety:

4.12.1 All Contractor's vessels operating in or near a navigation channel shall monitor VHF-FM Channel 14.

4.12.2 In the event that the Contractor's vessels restrict or affect navigation of other vessels, Contractor's vessel operators shall transmit and confirm their intentions and any other necessary information via Channel 14 to promote safe navigation for all vessels in the project vicinity.

4.12.3 U.S. Coast Guard shall be contacted via radio (S.F. Bay Traffic on Channel 14) each time when: (1) A Contractor's vessel moves a scow between the dredge and the disposal sites; (2) The dredge plant commences dredging operations; and (3) The dredge operators change dredge location. Upon notification, S.F. Bay Traffic will advise affected shipping traffic.

4.12.4 Once the dredge is positioned, S.F. Bay Traffic shall be informed of the extent of any channel obstruction that may occur from dredging operations. S.F. Bay Traffic shall be informed of positions of dredging equipment and vessels at all times.

4.13 Tug and Scow Operator Certification. Tug and scow operators shall be licensed masters. Prior to dredging or construction operations, the Contractor shall submit certification of this requirement.

4.14 Emergency Planning.

4.14.1 Means of Escape for Personnel Quartered, or Working on Floating Plant. Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24-inches by 36-inches), which leads to a different exit route. Refer to Section 19 of EM 385-1-1.

4.14.2 Emergency Alarms and Signals.

4.14.2.1 Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

4.14.2.2 Signals.

4.14.2.2.1 Fire Alarm Signals. The general fire alarm signal shall be in accordance with paragraph 97.13-15b of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Sub-Chapter I, 1 Sep 77 (CG 257).

4.14.2.3 Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 97.13-15c of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Sub-Chapter I, 1 Sep 77 (CG 257).

4.14.2.4 Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

4.14.2.5 Hurricane Plan. A detailed plan for protection and evacuation of personnel and the Contractor's plant, in the event of an impending hurricane or storm, is required as an enclosure to the Contractor's Accident Prevention Program. This plan shall be submitted to the Contracting Officer, or his/her representative, for review prior to the pre-construction conference. The plan shall include at least the following:

4.14.2.5.1 The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

4.14.2.5.2 The safe harbor for personnel and plant specifically identified.

4.14.2.5.3 The name of the boat, which will be used to move the plant, its type, capacity, speed, and availability.

4.14.2.5.4 The estimated time necessary to move the plant to the safe harbor after movement is started.

4.14.2.6 Hazardous Energy Protection. The Contractor shall develop, implement and maintain at the workplace, a written Control of Hazardous Energy (Lockout/Tagout) System. Refer to Section 12 of EM 385-1-1

5. PUBLIC SAFETY.

Under the Contract Clause "PERMITS AND RESPONSIBILITIES", the Contractor shall provide temporary fencing, barricades, and/or guards as required to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered, and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and to avoid damage or injury to the public. Flagmen and guards, while on duty and assigned to give warning to the public that the project is under construction and of any dangerous conditions to be encountered as a result thereof, shall be equipped with red wearing apparel and a red flag. Signs, flags, lights, and other warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be negligent in furnishing adequate warning and protective measures, the Contracting Officer will direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining all devices necessary to provide protection to all parties concerned.

6. PROJECT SIGN.

The dredge and survey boat shall each carry a project sign mounted at a highly visible location on the dredge and the survey boat as approved by the Contracting Officer. The sign shall be constructed in accordance with Figure No. 1 included at the end of this section. Signs shall be painted semi-gloss white and lettering shall be painted in semi-gloss black. The castle decal will be furnished by the Government. The sign shall be erected as soon as possible and within 5 days after date of commencement under this contract.

6.1 Other Identification. All floating plant, including survey vessels, shall carry signs, both port and starboard, identifying that they are working under Corps of Engineers contract. The signs shall have red block lettering, not less than six inches high with the wording "U.S. ARMY CORPS OF ENGINEERS CONTRACT NO. DACW07-04-C-____". Sign background shall be white. Number and size of sign, lettering and other sign features shall be determined at the pre-construction meeting.

7. BULLETIN BOARD.

7.1 General. The Contractor shall construct and erect a bulletin board which shall be accessible at all times and shall contain a copy of wage rates, equal opportunity notice and such other items required to be posted. The bulletin board shall be mounted at a highly visible location on the dredge, or erected at the location directed by the Contracting Officer. The bulletin board shall be erected as soon as possible and within 5 days after date of receipt of

notice to proceed.

7.2 Construction. The bulletin board shall be weatherproof, approximately 36 inches wide and 30 inches high, with hinged glass door. Bulletin board shall be painted or have approved factory finish.

7.3 Maintenance and Disposal. The Contractor shall maintain the bulletin board in good condition throughout the life of the contract. The bulletin board shall remain the property of the Contractor and upon completion the contract, shall be removed from the site.

8. HARD HAT SIGN.

The Contractor shall construct and erect a hard hat sign mounted at a highly visible location on each dredge. The hard hat sign shall be constructed in accordance with Figure 2 included at the end of this section. Supporting post or posts shall be sufficiently rigid to support the sign in an upright position under all anticipated conditions. Where necessary, posts shall be braced. The hard hat sign shall be erected as soon as possible and within 5 days after date of commencement of dredging.

9. PRE-DREDGING/PRE-CONSTRUCTION CONFERENCE.

9.1 After award of contract, a pre-dredging/pre-construction conference will be held at such time and location as determined by the Contracting Officer for purposes of discussing and developing mutual understanding between the Contracting Officer or his authorized representative and the Contractor's Representatives regarding the terms, conditions, and requirements of the contract. Members of the conference from the Government will include the quality assurance staff, the Contracting Officer or his authorized representative, and construction staff. Members from the Contractor shall include the dredge master, chief hydrographic surveyor, and the quality control staff. The Contractor shall present and deliver for the Contracting Officer's approval his work plans and schedule, safety program, environmental pollution control program, sequence of all phases of the work, and plans for his dredge equipment deployment to minimize navigational hazards and ensure the continuous use of the narrow waterway by navigation during the dredging operations.

9.2 The discussion will include, but will not be limited to, the following:

9.2.1 Contractor supervisory and quality control project staff.

9.2.2 Correspondence between organizations and procedures to be followed.

9.2.3 Safety program.

9.2.4 Environmental pollution control program.

9.2.5 Quality control and hydrographic procedures and requirements.

- 9.2.6 Project scheduling and payment procedures.
- 9.2.7 Horizontal and vertical dredging controls.
- 9.2.8 Data gathering for the DDLS program and the associated requirements.
- 9.2.9 Other subjects that may be of interest to the contracting parties.

9.3 Weekly Meetings. Weekly construction/survey/coordination/progress meetings shall be held between the Contractor, Contracting Officer or authorized representative, and Government personnel. Minutes of the weekly meeting shall be prepared by the CQC Manager and submitted to the Contracting Officer within 24 hrs. **Only approved minutes shall serve as the official record of the meeting.**

10. PUBLIC UTILITIES AND PRIVATE IMPROVEMENTS.

10.1 General. The Contractor's attention is directed to the possible existence of pipelines or public utilities or private improvements shown or not shown on the drawings which may be buried within the limits of the work or adjacent thereto and the existence of several bridges crossing the river. Care shall be taken to preserve and protect any such improvements from injury or damage during construction operations. Utilities or improvements, whether buried or not, which cannot be determined to exist through visual inspection by the Contractor, if inadvertently damaged by the Contractor's operations, shall be promptly repaired or replaced by the Contractor, and an equitable adjustment in the amount due under the contract will be made as provided in the contract. The Contractor shall assume full responsibility for reimbursing the owners for any damage to their properties, utilities, or improvements, or interference with their services caused through his operations. The Contractor is not relieved from the responsibility set forth in Contract Clause "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK," except as provided above.

11. LAYOUT OF WORK.

The Contractor shall lay out his work from Government-established monuments and gages as shown on the drawings and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at his own expense, all templates, platforms, equipment, markers and labor as may be required in laying out any part of the work from the gages established by the Government. The Contractor will be held responsible for the execution of the work to such lines, grades and gages as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve all monuments and other marks established by the Contracting Officer until authorized to remove them. It is incumbent upon the contractor or their surveyor to check the accuracy of monuments as the Government does not guarantee their accuracy. If such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the

Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

12. SAFETY OF STRUCTURES.

The Contractor shall use reasonable and proper care in the prosecution of the work to assure the stability of piers and other structures lying on or adjacent to the site of work, insofar as they may be jeopardized by the dredging operations and on account of moving or mooring of equipment. The Contractor shall make good all damages resulting from the moving and mooring of his equipment and from dredging operations insofar as such damages may be caused by variations in locations and/or depth of dredging below that ordered by the Contracting Officer.

13. PAYMENT.

No separate payment will be made for the work covered under this section of the specifications, and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

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SAFETY IS A TEAM EFFORT

SECTION 01305

SUBMITTAL PROCEDURES

1. APPROVED SUBMITTALS.

The approval of submittals by the Contracting Officer shall not be constructed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error that may exist, as the Contractor under the CQC requirements of this contract is responsible for the dimensions, details and satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no re-submittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

For “multi-year” contracts and/or projects on which separate mobilization/demobilization efforts occur, whether government or contractor caused, all activities in this Section shall be repeated at the start of each new dredging cycle and/or mobilization.

2. DISAPPROVED SUBMITTALS.

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.

3. WITHHOLDING OF PAYMENT.

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

4. SUBMITTAL REGISTER.

The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288) or specified in the other sections of these specifications. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective section. Units of weights and measures used on all submittals shall be the same used in the contract drawings. Submittals shall be made in the respective number of copies and to the respective addresses set forth below. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each respective transmittal form (ENG Form 4025)

shall be stamped, signed, and dated by the CQC representative certifying that the accompanying submittal complies with the contract requirements. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's,

manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts; diagrams; test reports; samples; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

5. SCHEDULING.

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 7 calendar days exclusive of mailing time) shall be allowed on the register for review and approval. No delays, damages or time extensions will be allowed for time lost in late submittals.

6. TRANSMITTAL FORM (ENG FORM 4025).

The sample transmittal form (ENG FORM 4025) in the Appendix shall be used 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. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

7. SUBMITTAL PROCEDURE.

7.1 Procedure. Within seven (7) calendar days after receipt of notice to proceed, the Contractor shall complete and submit to the Contracting Officer, in duplicate, the submittal register (ENG FORM 4288) listing all submittals required under the contract and dates of submittal. The scheduled need dates shall be recorded on the register for each item for control purposes. Scheduling shall be coordinated with the approved progress schedule. The Contractor's quality control representative shall review the register at least every 7 days and take appropriate action to maintain an effective system. Updated or corrected copies of the register shall be submitted in duplicate within seven (7) calendar days.

7.2 Deviations. For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG FORM 4025 shall be checked. The Contractor shall set forth 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.

7.3 Submittal format. Regardless of statements elsewhere in these contract documents, all submittals shall be submitted in hardcopy on paper in addition to any other format specified elsewhere (e.g., electronic format, electronic mail, etc.).

8. CONTROL OF SUBMITTALS.

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

9. PAYMENT.

No separate or direct payment will be made for the work covered under this section, and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

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SAFETY IS A TEAM EFFORT

CONTRACT DREDGING QUALITY CONTROL AND PROGRESS PAYMENT
SURVEYS
SECTION 01330

1. DESCRIPTION OF WORK: For all work performed under this contract, the government will perform the pre-dredge and post-dredge surveys for final payment. The Contractor shall be responsible to perform all interim, progress payment and quality control surveys. All contract-required surveys shall be performed in accordance with the channel alignment data, angle points describing the channel layout and line files provided to the Contractor by the government. The government provided survey line file shall determine where contract survey lines shall be taken as well as all geospatial reference/control points to be used (e.g. specified tide gauge locations). The government provided survey line file will be a HYPACK For Windows (HFW) .LNW. This file will be provided to the contractor upon written government acceptance of items 1 through 5 of Paragraph 4.3.

Contract-required surveys a used in this section shall be defined as any survey which the contractor is required to perform as part of this contract, including but not limited to quality control, progress payment and final acceptance surveys.

For “multi-year” contracts and/or projects on which separate mobilization/demobilization efforts occur, whether government or contractor caused, all activities in this Section shall be repeated at the start of each new dredging cycle and/or mobilization.

2. GENERAL: The contractor shall provide all resources, including but not limited to a survey vessel and crew(s) necessary to perform all contract-required surveys. The survey vessel/equipment used to begin the contract-required survey operations shall be used for the entire contract period and shall not be changed. Accuracies and other standards are outlined in the hydrographic survey manual EM 1110-2-1003-Jan 01, 2002, Chapter 3. These hydrographic standards as modified by these contract documents shall be followed when performing any contract-required survey. Whenever a conflict arises, the stricter, more difficult requirement shall apply.

The Contractor shall be responsible for providing an independent surveyor to perform its surveys for interim, progress payment and quality control surveys. The independent surveyor shall be required to document and certify in writing that s/he has a valid California professional license to practice surveying or an American Congress on Surveying and Mapping (ACSM) certification as an “Inshore Certified Hydrographic Surveyor” and has actively engaged in hydrographic survey operations during the past 3 years. The name of the surveyor and samples of previous hydrographic survey work shall be submitted to the Contracting Officer for review and acceptance. The contractor shall provide documentation indicating that accuracy standards for electronic horizontal positioning and depth finding equipment are met or exceeded for the surveys to be performed, including a Differential Global Positioning System (DGPS) capability to

include as a minimum, the name, model, and year of manufacture of the electronic equipment, the electronic frequencies of the depth finding equipment and the horizontal positioning equipment, and the manufacturer's stated positioning accuracy and capability of the equipment proposed for usage. In addition, the contractor shall provide information that a safe and suitable vessel is available for the surveying operations.

Quality control surveys shall be performed a minimum of once weekly during dredging operations and shall include contractor tracking and resolution of deficiencies in the work, all in accordance with ER 1180-1-6, Construction Quality Management and to verify that the work is being performed in accordance with ER 1180-1-6.

Reach acceptance surveys shall be performed at the end of each payment reach and shall be accompanied by the contractor's written certification that the work is complete and ready for final acceptance on the certification form included at the end of this Section.

3. HYDROGRAPHIC SURVEYS All contract-required surveys shall be performed in accordance with the following requirements. Failure to perform, process and submit contract-required surveys in accordance with all contract requirements shall result in rejection of the survey data and nonpayment for the contract dredging work performed until said surveys and submittals thereof comply with contract requirements..

3.1 All contract-required surveys shall be performed using the Hypack For Windows (HFW) files provided to the contractor by the government. All geospatial (vertical and horizontal) control shall be as specified in the contract documents. The contractor QC Plan shall affirmatively identify the use of these files and specified control.

Hydrographic survey procedures, including, but not limited to positioning modes, electronic position system calibration, accuracy requirements, depth measurements calibration, and data reduction, adjustment, processing and plotting shall conform at a minimum to those in the Hydrographic Manual, Corps of Engineers Manual Update, Jan 01, 2002, (EM 1110-2-1003) and as specified herein. Where there is a conflict, the more stringent requirements shall apply.

The HFW files provided to the contractor for its mandatory use when performing contract-required surveys will conform to the following requirements. Hydrographic sounding lines shall be taken perpendicular to the channel centerline. Centerline project stationing shall be used at all times throughout the hydrographic survey to label sounding lines. Sounding lines shall be (at a minimum) even 100-foot stations and more frequently at all channel angle points for the length of the survey as defined by the project .LNW line file. **Sounding lines may be set at closer intervals for specific areas if deemed necessary by the Government.**

Contract-required survey soundings shall not deviate more than plus or minus 10 feet off station alignment. The minimum survey line length from the toe of the channel to the end of the survey line shall be four times the project design depth in order to have data extend a minimum distance beyond the side slope daylight point, unless obstructed. The

contractor shall conduct additional soundings on the backside of obstructions to complete sounding lines. Obstructions shall be identified (e.g. ships, wrecks, docks). All line data shall intersect project templates. As required to complete lines, soundings shall be taken during high tides. Incomplete lines shall be re-run. The hydrographic survey system shall be capable of performing “field-finish” operations wherein survey data is collected, processed, and edited (cross-sections) in the field. Incomplete and inaccurate data (lines outside survey position limits) shall be resurveyed without delay, preferably on the same survey day. Cross-section data shall be available for immediate review and evaluation by the Contracting Officer Representative upon request.

3.2 All contract-required surveys shall include simultaneous two channel (dual frequency 20-33 KHz, 200-210 KHz) transducer recording shall be required for qualitative (20-33 KHz) and quantitative (200-210 KHz) evaluation of sediment lenses and density differentials.

All data used to determine reach and project acceptance, final quantity and final payment, including but not limited to pre-dredge and post-dredge surveys shall be from the government survey(s) and shall use only 200-210 KHz data. Contractor surveys will not be used for this purpose. The standard Hypack/smart overdepth average end area (AEA) computation shall be used for determining project quantities. It is explicitly recognized that differences may occur between contractor contract-required surveys and government surveys, however the government surveys will be used in all cases.

3.3 Automatic continuous digital tide gauge recording during all contract-required survey operations shall be required. Tide gauges shall record at a minimum of every five minutes or at an interval that allows no greater than a 0.1-foot change in tide level between measurements, whichever is less. The time and date of all surveys shall be provided on the cross-section plots for correlation with the printed tide record. These plots shall be submitted with the field books. Daily checks of the fixed tide gauge are to be correlated with the automatic system and said checks shall be included in the daily QC reports. The gauge(s) shall be operational during all surveys. The survey system shall have the capability for incorporating the real time tidal records on board the survey vessel if requested by Corps inspectors.

3.4 Squat/settlement curves developed as part of vessel calibration shall be on-board the survey vessel and are to be incorporated into the survey computations software program (HFW).

3.5 Existing fixed navigation markers shall be located by survey as part of the initial contract QC survey is performed. The marker coordinates shall be annotated for each fixed marker in the HFW.tgt files and submitted with the survey.

3.6 The analog recording of echo soundings shall indicate a calibration check (bar check) of the echo sounding at the beginning and end of each analog paper change (if paper record is used) and at such times as necessary to ensure sounding accuracy. Frequency of calibration shall be specified in Contractor’s Survey QC Plan.

3.7 The echo sounder shall have a frequency of 200-210 KHz, with a 3.5 degrees cone measured at the 6db point. The top of the return signal trace shall be the point of interpretation of sounding. Bar checks will be taken at a minimum of five foot intervals. Location/position of bar checks shall be recorded in QC reports. Surveys for contract measurement and acceptance require, as a minimum, twice daily calibrations at the project work site.

3.8 Failure to perform adequate calibrations, including documentation/certification thereof, can lead to rejection of the survey and any payment associated with it.

3.9 The contractor shall use survey methods which conform to the following precisions for control:

(1) Horizontal - Primary control shall be established to third order accuracy (1:5,000 ratio of closing error to length of line).

(2) Vertical - Primary vertical controls will close within 0.05 foot. Mean Lower Low Water (MLLW) datum shall be obtained by applying the adjustment for the area. All soundings shall be referenced to MLLW.

3.10 Minimum performance standards for hydrographic surveys shall be in accordance with EM 1110-2-1003, 1 Jan 02, Chapter 3, Table 3-1, Navigation & Dredging Support Surveys, Bottom Material Classification Soft, as modified following:

Resultant elevation/depth accuracy for acoustical systems at all depths (d) shall be ± 0.5 feet.

3.11 Metadata – The contractor shall provide metadata in accordance with the 1994, the FGDC (Federal Geodetic Data Committee) Geospatial Data Standards for documenting origins and characteristics of geospatial data (EM110-1-2909, 1 Aug 96) addendum 01330-7.

4. COORDINATION, SUBMITTALS AND PROGRESS OF THE WORK

4.1 The Contractor shall coordinate all work with the government. No contract-required surveys shall proceed until written authorization is provided by the government, as described further in this Paragraph 4, below.

All submittals (hard copy and CD-R format) shall be delivered to:

U. S. Army, Corps of Engineers
San Francisco District
ATTN: Construction Services Branch
Bay Model Building
2100 Bridgeway Avenue
Sausalito, California 94965
Telephone: 415-331-0404

4.2 A mandatory pre-construction surveying meeting shall be held to review survey control/ equipment/ procedures/ QC program/ safety plan/ dredging control/ calibration/ schedule/vessel reports/ submittals and channel configuration. This meeting shall be held prior to commencement of any contract-required surveying or dredging. This meeting shall be coordinated with the San Francisco District Construction Services Branch in the Sausalito Resident Office (415-331-0404).

4.3 The following contract submittals shall be submitted a minimum of (1) one week prior to the pre-construction survey meeting and shall be discussed at the meeting.

(1) Survey Schedule/frequency of QC/ progress surveys.

Contractor's schedule for all contract-required surveys. At a minimum, the schedule shall reflect the initial vessel to vessel calibration survey, the pre-dredge quality control survey, the number of typical weekly quality control surveys that will be performed, progress payment surveys and final acceptance surveys.

(2) Survey Vessel Safety Plan demonstrating full compliance with EM 385-1-1 for floating survey vessels. Completed initial survey vessel checklist and written certification of vessel safety shall be included with this Plan.

(3) Survey QC Plan

The survey component of the project QC plan shall completely address the quality control of the survey activity and coordination with the dredge plant, including but not limited to accuracy and reliability of the equipment and reliability of the QC plan system. The survey QC Plan shall identify a proposed CQ Manager specifically for survey quality control who shall demonstrate appropriate knowledge and experience in hydrosurveying.

(4) Equipment Inspection/Vessel/Installation (Contract Survey Vessel Inspection Checklist)

The Contract Survey Vessel Inspection Checklist (included in this section) shall be completed by the contractor and shall describe the survey equipment installed on the vessel, to include technical descriptions/specifications of all installed hardware/software.

(5) Current surveyor qualifications/license/vessel operator/personnel

Contractor shall identify the vessel and all surveyor(s) and equipment operator(s) to be used on this project. Contractor shall include information identified in Paragraph 2 of this Section, at a minimum to demonstrate capability and compliance.

4.4 A mandatory contractor survey vessel to government survey vessel on-site calibration check shall be performed. Said calibration check shall be performed only after government acceptance of Paragraph 4.3 Items 1-5 (above). Contractor shall request to perform this check in writing a minimum of three (3) working days prior to proposed date of check. This check shall be satisfactorily completed and accepted by the government in writing prior to any dredging.

This check is to be performed as follows: The vessel to perform contractor's dredging support surveys shall perform surveys on a minimum of 4 government-selected lines prior to performing contract surveys. Data shall be compared with government vessel survey data and evaluated for accuracy, completeness, data anomalies, relative errors, vessel velocities, and trackline errors. A QC report shall document the results of the vessel comparisons and shall be submitted for vessels. The contractor shall provide reports prepared by the survey vessel party chief documenting the results of the calibrations and comparisons of survey data for government review and acceptance.

4.5 Pre-dredge QC survey.

The contractor shall perform a pre-dredge QC survey of the entire dredging contract to include all lines as provided by the government. Said survey shall not begin until written government acceptance of the vessel to vessel calibration (Paragraph 4.4). The government shall be allowed a minimum of one (1) week for review of this submittal. No contract dredging shall be performed until after government written acceptance of pre-dredge QC survey results.

4.6 Dredging QC surveys.

During dredging activity, QC contract-required surveys shall be performed weekly at a minimum. These surveys shall include the areas dredged since the last survey and shall include one line of overlap. Additional QC contract-required surveys may be required by the COR upon notification to the contractor of additional surveys to be performed for quality control/progress.

A weekly dredging progress workplan shall be prepared and submitted by the contractor with the relevant QC contract-required survey submittal. This workplan shall show and describe which areas have been dredged during the previous week and which areas will be dredged for the next week. The workplan shall be updated/submitted as an Autocad document (.DWG) with a project channel contained in the dwg file and areas dredged shown on the plan.

A weekly Quality Control survey meeting between the contractor and the government will be held during contract dredging operations. This meeting will be held after receipt of the weekly QC contract-required survey submittal and weekly dredging progress workplan.

4.7 Progress payment surveys

Any progress payment which includes dredging work shall include with the payment request a progress payment survey submittal. The payment request will not be deemed complete and sufficient until receipt of a complete progress payment survey submittal. The progress payment survey shall include a separate longitudinal profile of the left and right toes, and project centerline for correlation with the cross-line surveys be inclusive of limits of the entire reach designated for the progress payment. The survey shall include all lines on the subject reach, which lines have been dredged to the date of the progress payment request, whether or not those lines include work previously paid. The survey shall be current and performed continuously over consecutive working days. It shall not include survey data from earlier surveys and/or previous pay requests. Composited/selected data sets of survey line files are not acceptable. All progress payment surveys shall reflect complete and sequentially surveyed lines.

In addition to the information provided as part of all contract-required survey submittals, all progress payment survey submittals shall include information identified in Paragraph 4.12.

4.8 Reach acceptance surveys

A reach acceptance survey and submittal shall include all of the work and information included in QC survey and submittals and progress payment survey and submittals. In addition, a reach acceptance survey submittal shall include completion of the Contractor Certification Statement included at the end of this Specification Section.

If the government post-dredge survey finds the reach to be unacceptable, the contractor will be required to complete dredging and repeat this process. Subsequent government surveys will be required. The cost to contractor for these subsequent government surveys will be \$7000.00 per day.

Each successive dredging reach shall be surveyed and accepted/rejected in accordance with this procedure. A project reach payment may be made for up to the 90% level of completed progress. Full payment (100%) for a reach will be made upon final acceptance of the entire project.

4.9 During the period of the dredging contract, the contractor shall not de-mobilize from the project until all reaches have been fully accepted at the 100% level of completion. The COR will specify in writing that all work is complete and that the contractor shall de-mobilize from the project site.

4.10 Acceptance reaches as follows:

Oakland Inner and Outer Harbor Acceptance Reaches.

REACH 1	OUTER HARBOR STA 0+00 TO STA 89+88
REACH 2	OUTER HARBOR STA 89+88 TO STA 173+56

REACH 3 INNER HARBOR STA 5+04.44 TO STA 113+17
 REACH 4 INNER HARBOR STA 113+17 TO STA 174+91
 REACH 5 INNTER HARBOR STA 174+91 TO STA 206+92

Richmond Inner Acceptance Reaches.

REACH 1 STA 00+00 TO STA 60+00
 REACH 2 STA 60+00 TO STA 148+00
 REACH 3 STA 148 +00 TO STA 213+00
 REACH 4 STA 213+00 TO STA 237+00

All data used to determine reach and project acceptance, final quantity and final payment, including but not limited to pre-dredge and post-dredge surveys shall be from the government survey(s) and shall use only 200-210 KHz data. Contractor surveys will not be used for this purpose. The standard Hypack/smart overdepth average end area (AEA) computation shall be used for determining project quantities.

The government pre-dredge survey to be used for payment purposes will be performed for all reaches at the start of the project. A separate pre-dredge survey will not be performed for each reach individually or at staggered times. The government post-dredge survey for payment purposes will be performed for each reach individually after receipt of the contractor certification that the reach is complete and ready for acceptance.

4.11 Survey Data Identification Procedures and Requirements

All electronic survey data submitted to the Corps shall contain a string of information in the title that clearly identifies the contents of the data. The information is specific for each dredging project and each reach of a dredging contract within the San Francisco District. The identification string consisting is divided into 5 separate fields. The 5 individual data fields shall contain the following information in the specific order as shown by the sample string below:

- 1. Project SB
- 2. Surveyor Contractor (Five (5) string to be defined by the government)
- 3. Type of Survey QC (contract-required survey)
- 4. Julian Date (3)(2) 3 Characters=Day
2 Characters=Year
- 5. Reach # R#

A sample data string title would consist of the following information for a compressed data set:

RI_contractor_QC_03203 R2.zip

4.12 Survey Submittals

All contract-required surveys shall be submitted to the government. Said submittal shall be submitted to the government within two (2) working days of survey completion, in hard copy, electronic CD-R and email format and shall not be considered until all 3 formats are received. All hard copy information (e.g. photocopies, written reports) shall also be submitted as a “.jpg” file.

All survey submittals shall include the following:

1. File identification label per Paragraph 4.11.
2. Survey QC logs prepared daily during the course of the survey activity. This mandatory survey QC log shall report, at a minimum, the personnel, craft, equipment, layout, weather/sea conditions, survey lines accomplished and geospatial controls used and shall include copies of all original field notes. Additional information may be required by the government.

Field notes shall include at a minimum:

- (a) level line notes, elevation data, benchmarks, temporary benchmarks and location of all control used by the contractor;
 - (b) the position and identification of all obstructions preventing the collection of soundings.
3. Survey Vessel Inspection Checklist prepared daily during the course of survey activity and demonstrating full compliance with contract documents, including requirements identified on the Checklist.
 4. HFW survey raw and edited data, including completed HFW file legend.

All survey submittals for progress payment or acceptance shall also include:

5. Quantity calculations including tabulation of quantities.

5. PAYMENTS No separate payment will be made for the work specified under this section. Payment for performing the interim surveys for progress payment, quality control surveys (QC), including furnishing data, quantity computations and drawings, will be included in the applicable contract unit prices for dredging.

References

- a. Contract Survey Vessel/Safety Inspection Checklist
- b. EM 1110-1-2909, Aug 96 Geospatial Data
- c. General Survey Criteria EM 1110-2-1003, Jan 01, 2002
- d. Contract Survey Vessel Inspection Checklist (Technical)

Contractor Certification Statement

CERTIFICATION STATEMENT
ACCEPTANCE SECTION/SURVEY:

REFERENCED SOURCE DOCUMENT:
EM 1110-2-1003, 1 JAN 02, P.14-13

I have fully observed the performance of the subject survey and have determined, based on my review of the referenced source document record, that the data contains no evidence of collusion, fraud, or obvious error. The recorded data, including calibration corrections thereto, have been obtained in accordance with the systematic/procedural methods and techniques Described in the contract documents, that all known and unknown systematic and random errors have been minimized consistent with: (1) The relative precision errors of the equipment utilized; and (2) Absolute accuracies expected (or likely) given current (state-of-the-art) horizontal and vertical measurement limitations associated with offshore survey system, procedures, and related variables; and, as such, the observed/recorded data are fully and finally acceptable for determining and measuring contract performance and payment. I further certify that Reach ____ is complete and ready for Final Acceptance Survey by the government.

AUTHORIZED REPRESENTATIVE: _____
/S/ _____
TITLE: _____
DATE: _____

DIVISION 2 - SITE WORK

SECTION 02480

DREDGING

1. WORK COVERED BY CONTRACT PRICES.

The contract price per cubic yard for dredging shall include the cost of removal and disposal of all shoaled materials as specified herein or indicated on the drawings.

2. MOBILIZATION AND DEMOBILIZATION.

2.1 Mobilization shall consist of all work required in preparing the Contractor's dredging plant and equipment for shipment; moving plant, equipment, labor, materials, supplies and incidentals to the job site; making ready for dredging; and maintaining plant and equipment in working condition at the site during the dredging period.

2.2 The Contractor's plant and equipment to be used in performing the work shall be of sufficient size and efficiency to meet the job requirements and will be subject to approval by the Contracting Officer or a properly designated Contracting Officer's Representative (COR).

2.3 Demobilization shall consist of all work required to prepare plant and equipment for return trip and removing all plant, equipment, labor and unused supplies and incidentals from the job site at the completion of the contract work, including cleaning up any land based staging site used in the prosecution of the work.

2.4 The Contractor shall agree that the construction plant, equipment and material will not be removed from the site without the written permission of the Contracting Officer; and agree that structures and facilities prepared or erected for the prosecution of the contract work will be maintained and not dismantled prior to the completion and acceptance of the entire work without the written permission of the Contracting Officer.

3. ESTIMATED QUANTITIES.

The estimated quantities shown in the bidding schedule for dredging includes material to be removed to the maximum limit of overdepth dredging as follows:

3.1 Standard Dredging. The total estimated quantities of material to be removed in the required standard dredging prism (exclusive of allowable overdepth), as shown in the bidding schedule is as follows:

Bid Items

Cubic Yards

0002AA, 1002AA, 2002AA	300,000
0003AA, 1003AA, 2003AA	240,000

These quantities will be used in determining adjustments, if any, under the terms of Special Clause "VARIATIONS IN ESTIMATED QUANTITIES - DREDGING".

3.2 Overdepth Dredging. Overdepth dredging will be allowed to the limits specified in paragraph 8, "OVERDEPTH AND EXCESSIVE DREDGING". The maximum amounts of overdepth dredging are as follows:

<u>Bid Items</u>	<u>Cubic Yards</u>
0002AB, 1002AB, 2002AB	160,000
0003AB, 1003AB, 2003AB	130,000

These quantities will be used in determining adjustments, if any, under the terms of Special Clause "VARIATIONS IN ESTIMATED QUANTITIES - DREDGING".

4. SITE CONDITIONS.

The material to be removed to restore the depth within the limits shown on the drawings is composed of material that has accumulated since the channel was last dredged to that depth. In accordance with Contract Clause "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (FAR 52.236-0003)" the Contractor is expected to examine the site of the work. The records of previous maintenance dredging are available at the office of the District Commander, U. S. Army Corps of Engineers, 333 Market Street, San Francisco, California 94105.

5. DREDGING.

5.1 General. Attention is directed to paragraph 3, "ORDER OF WORK", in Section 01005, "SUPPLEMENTARY CONDITIONS", wherein commencement of mobilization and dredging is specified. Unless otherwise authorized, all dredging shall be performed in the presence of the Contracting Officer or COR. Where dredged material is to be disposed of at the Government-furnished deep ocean disposal site ("SF-DODS"), dredging shall be performed by either (or a combination of) hopper dredging, hydraulic dredging, clamshell dredging, or other approved method. Except for hopper dredging, transport of all dredged material for disposal shall be by barge.

5.2 Dredging Plan of Operation. Prior to any dredging work, the Contractor shall submit a dredging plan for review and comment. Dredging shall not commence until all comments have been answered to the satisfaction of the Contracting Officer or COR. The plan shall show barge anchoring locations, hydraulic pipelines, pipe anchoring locations, hopper dredging lanes, description of hopper overflow operations, instrumentation used, coordinates and land elevations of all control points for electronic positioning system and MLLW determination, estimated daily dredge advances, quality control survey procedures, anticipated problem areas of

project involving poor access due to boat traffic congestion or boat docking, and procedures to assure that dredging will proceed within the contract template and performed in the most economical manner. The plan shall be updated on a weekly basis to allow notification to harbor and boat owners of dredge progress.

5.2.1 Acceptance Reaches for Payment. The Contractor shall schedule his dredging and disposal operations in accordance with the following specified sequence of dredging reaches, with all dredging/payment/acceptance reaches defined on the drawings. Each reach shall be pre-dredge surveyed, dredged to specified project depth, post-dredge surveyed, and accepted as final by the Government before progressing to the next reach, unless directed by the Contracting Officer. Any deviation from this sequence shall be requested and approved in writing.

5.2.2 Oakland Inner and Outer Harbor Acceptance Reaches.

REACH 1	OUTER HARBOR STA 0+00 TO STA 89+88
REACH 2	OUTER HARBOR STA 89+88 TO STA 173+56
REACH 3	INNER HARBOR STA 5+04.44 TO STA 113+17
REACH 4	INNER HARBOR STA 113+17 TO STA 174+91
REACH 5	INNER HARBOR STA 174+91 TO STA 206+92

5.2.3 Richmond Inner Acceptance Reaches.

REACH 1	STA 00+00 TO STA 60+00
REACH 2	STA 60+00 TO STA 148+00
REACH 3	STA 148 +00 TO STA 213+00
REACH 4	STA 213+00 TO STA 237+00

The contract hydrographic survey soundings represent conditions existing on the date of the survey shown on the drawings. The pre-dredge and post-dredge surveys performed by the Government on each reach will be used in determining quantity of material for payment. Determination of quantities removed, the deductions made there from and the related computations to determine quantities by in-place measurement to be paid in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error. No progress payments will be made for each reach until all corresponding Contractor Q/C survey computations, data, field notes and drawings are received by the Contracting Officer.

The Contractor shall complete each dredging reach and perform required Q/C surveys for each reach prior to beginning work in any successive dredging reach. The Government Project Engineer shall accept or reject each reach in writing. The Government inspector shall record the acceptance or rejection of each reach in the daily QA report. Only one (1) acceptance survey shall be performed by the Government. Each additional survey required for each reach, if rejected, shall be the responsibility of the Contractor. If additional surveys are necessary, they shall be assessed against the Contractor at the rate of \$7,000.00/day to perform surveys by the Government. Prior to acceptance all shoaling occurring in the reach shall be the responsibility of

the Contractor. Shoaling occurring after acceptance of the reach shall be removed in accordance with terms specified in Section 02480-11, 11.2.5, Shoaling.

5.3 Overflow, Spillage and Leakage.

5.3.1 Overflow from Barges and Scows. No overflow of dredged material or water will be allowed from the receiving barges or dump scows during dredging operations, except as follows: overflow will be allowed only under the following combined conditions: (1) the material is dredged with a hopper dredge, or hydraulic dredge (cutter-head, suction, or vortex type); and (2) the material is suitable for ocean disposal, as approved by the Contracting Officer or COR. Where overflow is allowed, overflow time shall be limited to 15 minutes and the discharge shall be below the water surface. The barge or scow may not be reloaded or taken out for the next ocean disposal trip, until the Contractor and the Contracting Officer's Representative review the ADISS data and confirm that the previous load did not leak substantially and approval to continue is given by the Contracting Officer's Representative in writing. If there is more than one foot of draft loss, or if the sensors are not working properly, the scow cannot be loaded or used for the next trip until the barge or scow is repaired and certified by the Contractor in writing and approval is given to continue by the Contracting Officer's Representative in writing.

5.3.2 Overflow from Hopper Dredges. Overflow during dredging will be allowed. During hopper dredging, the time of allowable overflow of dredged material and water from hopper bins shall be limited to the most economical load based on hopper load charts for hopper dredges as approved, but in no case longer than 15 minutes. All overflow shall be discharged below the water surface.

5.3.3 Spillage and Leakage. Dredged material and water shall not be permitted to spill over or leak out of barges, hopper bins or dump scows while in transit to the disposal site. Barges or dump scows which exhibit a loss in vessel draft in excess of 1 foot between the loaded barge draft recorded at the dredging site and the predisposal draft recorded at the ocean disposal site, will be taken out of service for this project until repaired. The Contractor shall record draft of hull for each scow load as specified under quality control. If applicable, no loss in draft or volume will be permitted from containers transporting dredged materials for land disposal. The Contractor shall paint visible draft levels at 1 foot intervals and at the 80 percent load line on the inside of each scow and hopper bin.

5.3.4 Monitoring of overflow, spillage and leakage shall be as specified in Section 01405, "QUALITY CONTROL".

5.4 Horizontal Position Monitoring of Dredge. The Global Positioning System (GPS) utilizing the Coast Guard Point Blunt D-Beacon shall be used, or other method subject to approval of the Contracting Officer.

5.5 Tidal Control During Dredging. To establish dredging depth to the MLLW datum, the Contractor shall install an automatic recording tide gage with water level sensor placed at the closest Government-furnished tide gage site to each reach of the dredging work or as otherwise approved. The tide gage shall provide a continuous recording of tidal change for

every 5-minute interval or each 0.1 foot change, whichever occurs first. Tidal changes shall be recorded in MLLW datum, with these changes clearly displayed for the dredge operator at all times during the dredging process to allow proper adjustment of dredge depth. A printed record of the tidal changes shall become part of the Contractor's daily quality control report.

5.6 Inherent Delays. The Contractor shall anticipate inherent delays while dredging around obstructions such as cable, pieces of metal, chains, etc., that may foul the cutter-head or clamshell and require removal. The bid prices shall include allowances for such inherent delays.

5.7 Survey of Barge Filling Areas Located Outside of the Project Limit. If a receiving barge or dump scow is located outside of the dredging limits during dredging operations, the Contractor shall submit a plan to the Government on how the survey of this area will be performed. This monitoring measure is to ensure no dredged material has been spilled outside the designated dredging areas. Drawings and data shall be provided as specified in Section "CONTRACT DREDGING QUALITY CONTROL AND PROGRESS PAYMENT SURVEYS", paragraph "HYDROGRAPHIC SURVEYS". The drawing requirements may be substituted with CAD drawings and/or HYPACK surveys subject to the Contracting Officer's approval.

5.8 Debris. If debris is encountered within the dredging prism during the dredging process, it shall be removed and placed in a separate barge or other conveyance and disposed of as specified in subparagraph 6.4, "Disposal of Debris".

5.8.1 Slurry Method. The Contractor may slurry dredged material at the dredge site by passing the material through a grid with openings of not more than 12 inches in any dimension. The Contractor may propose another method that will similarly break up the dredged material which will be subject to the approval of the Contracting Officer. For the grid system or alternate method, the Contractor shall submit his plan for slurring and disposal, including but not limited to procedures and equipment used to generate slurry, quality control organization, testing procedures, and test reporting procedures at least ten (10) **working** days prior to dredging.

6. DISPOSAL OF DREDGED MATERIAL AT DEEP OCEAN DISPOSAL SITE (SF-DODS).

6.1 General. Dredged material shall be transported by hopper dredge or barge and deposited by open water dumping at the Government-furnished deep ocean disposal area (SF-DODS) indicated on the drawings. Each load drop shall be identified with northing and easting coordinates on the daily Quality Control Report for that day. Disposal operations shall be performed as directed and unless otherwise authorized (by verbal communication or in writing) shall be in the presence of the Contracting Officer. No debris or material other than natural clay, sand or silt shall be deposited in the ocean disposal area.

6.2 Site Management and Monitoring Plan (SMMP) Requirements for Ocean Disposal Area. The Contractor shall adhere to the following SMMP provisions for disposal of dredge material at the ocean disposal area:

6.2.1 Barges shall not leave the bay when wave heights along the transit route are predicted to exceed 10 feet and wave periods are less than 9 seconds, or when waves are greater

than 16 feet regardless of wave period. Under less severe weather conditions, extra precautions (such as reducing the load up to 15 percent) shall be taken to prevent spillage or other loss of material during transit to the site. The Contractor shall verify predicted sea state via marine forecasting on the radio and Internet and note results of both forecasts in their daily quality control report. No vessel shall commence transit without such verification and notation in the daily quality control report. For more specific instructions refer to Appendix 16.

6.2.2 For each tugs trip to the ocean disposal site, barges shall be loaded to 80 percent of their load lines or 80 percent of bin capacity, whichever governs, to avoid spillage. Loading shall be reduced below 80 percent if weather or sea conditions cause spillage.

6.2.3 No disposal barge shall be filled above its load limitation that shall be defined as 80 percent of its load line or 80 percent of bin capacity, whichever governs, and all loads shall be certified by the Contracting Officer or COR that the requirement has been met prior to departing for the disposal area. The scows shall have the 80 percent load line clearly marked inside of the bin for visual verification by the Contracting Officer or COR.

6.2.4 No water or dredged material shall be permitted to leak or spill from barges during transit to the ocean disposal area.

6.2.5 The maximum tow speed shall be 6 knots over the bottom for loaded barges or as approved by the Contracting Officer or COR.

6.2.6 Tug boats with barges shall remain outside of the territorial sea boundary surrounding the Farallon Islands by following the inner portion of the outbound western shipping lane for transit into and out of the bay. Vessels shall remain at least 3 nautical miles from the Farallon Islands at all times. The Contractor shall furnish a vessel transit alignment plan for approval to the Corps of Engineers.

6.2.7 When barges are west of the Vessel Separation Scheme (VSS), the tug shall proceed directly to the ocean disposal site. The barges must be towed in transit routes that pass at least 3 nautical miles from the Farallon Islands.

6.2.8 The U.S. Coast Guard's (USCG) Offshore Vessel Movement Reporting System (OVMRS) which extends 38 miles offshore from Mount Tamalpais, shall be used to track barges within its range.

6.2.9 Tug boats are required to use an electronic positioning system (i.e., a Global Positioning System (GPS) with a minimum accuracy and precision of 100 ft) for disposal operations. If the positioning system fails, all disposal operations shall cease until the navigational capabilities are restored.

6.2.10 No more than one disposal vessel shall be present within the permissible dumping target (as described in the following paragraph) at any time.

6.2.11 Dredged material shall be discharged within a 4000 foot diameter circle centered at 37°39'N, 123°29'W (NAD 1983).

6.2.12 When dredged material is disposed, no portion of the barge shall be further than 2000 feet from the center of the ocean disposal area.

6.2.13 The Contractor shall maintain daily records of dredging operations, transportation schedules, barge load volumes disposed, and exact location and time of disposal.

6.2.14 The tug captain shall maintain a copy of all weather reports and shall make wind and sea observations.

6.2.15 Each tug boat shall maintain a computer printout from GPS or other approved navigation system showing transit routes and disposal coordinates, including the time and position of the disposal barge when the barge doors open and close.

6.2.16 The Contractor's quality control staff shall observe all dredging operations and submit reports containing a description of operations for each barge load, a checklist, a transit route map, a printout of coordinates from each waypoint and release point, a record of radio transmission and facsimile from the tug captain on a weekly basis.

6.2.17 The Contractor shall allow observers, upon request from the Point Reyes Bird Observatory or other appropriate independent observers as specified in permits to be present on disposal vessels on all trips to the ocean disposal area for the purpose of conducting surveys of marine habitats. The Contractor shall allow the independent observers to be present on a sufficient number of vessel trips to characterize fully the potential impact of disposal site use on marine habitats. At a minimum, the Contractor shall ensure that independent observers are present on at least one disposal trip in any calendar month in which a disposal trip to the ocean disposal area is made.

6.2.18 The Contractor shall allow on-board inspections by EPA Region IX staff, Corps of Engineers staff, or a certified inspector to ensure that the transportation and disposal of sediments occur within the designated discharge zone and that compliance with all permit terms and conditions are met.

6.2.19 The Contractor shall report any violation to the EPA and the Contracting Officer within 24 hours. In the event of a violation, the Contractor must make all necessary changes to bring disposal operations into compliance before making another trip to the ocean disposal area.

6.2.20 Development and implementation of more sophisticated surveillance systems, which can be demonstrated to the Contracting Officer to be effective and capable of being audited, may be substituted pending approval from the Contracting Officer for one or more of the above provisions.

6.3 Disposal Vessel Location (for Ocean Disposal Area). Methods used for the dredge positioning, as specified under Paragraph "DREDGING", shall also be used to display and record the disposal vessel's location at 1-minute time intervals throughout the loading, transport and disposal cycle of each disposal vessel. The Dredge Data Logging System (DDLs)

data shall be received onboard the actual disposal vessel. Position data shall be annotated for the time actual dumping is in progress. A copy record of the DDLS position data, correlated with time and annotated with date, shall be submitted to the Contracting Officer as part of the daily Quality Control Report. The Contracting Officer shall have access to the monitoring equipment in order to observe its operation during disposal operations. Dredge inspectors shall be provided with hand-held GPS equipment to verify dredge disposal in SF-DODS. For more specific instructions refer to Appendix 10.

6.4 Disposal of Debris. Debris, man-made objects, timber, chains, anchors, flotsam, miscellaneous metal objects and other foreign material removed during dredging shall not be disposed of in the Government-furnished disposal areas. Such material shall be disposed of at a land site at the responsibility of the Contractor.

6.5 Misplaced Material. Any material that is intentionally or unintentionally deposited in places other than those specifically designated or approved by the Contracting Officer or COR will not be paid for and the Contractor shall be required to remove such misplaced material and deposit it where directed at his expense.

6.6 Notification. When utilizing the ocean disposal area, the Contractor shall notify the U.S. Coast Guard via radio (S.F. Bay Traffic on Channel 14) five minutes in advance of actual departure from the dredge site and immediately prior to actual disposal operations. The Contractor shall follow established guidelines by the U.S. Coast Guard and maintain a log of disposal movements using the form in Appendix 9-1. By Monday morning of each week, the Contractor shall submit the prior week's electronic disposal site logs on a CD to the: U.S. Army Corps of Engineers, Operations and Readiness Division, 333 Market Street, Rm 809, San Francisco, CA 94105, ATTN: David Dwinell. Mr. Dwinell shall be contacted at (415) 977-8471 for coordination and specific requirements. All information submitted to David Dwinell shall also be submitted at the same time to the Project Engineer in writing (hardcopy) and in electronic format. Submittal shall include written analysis of the data in the report including deficiency tracking information per Section 01405 QUALITY CONTROL.

7. DDLS BACKUP SYSTEM.

Any failure of the DDLS system, components and sensors shall be repaired within 48 hours of the failure in accordance with Appendix 10 subparagraph "Sensor Performance Requirements". During the 48-hour failure period, the Contractor shall continue dredging and disposal operations utilizing his DDLS backup system. The DDLS backup system must be approved by the Contracting Officer and shall be in place and operational prior to dredging and disposal operations.

8. OVERDEPTH AND EXCESSIVE DREDGING.

8.1 Overdepth. The 1 foot allowable overdepth shown on the drawings is being allowed only to assure removal of a sufficient amount of material to reach project depth and width. No payment will be made for materials removed from beyond the neat line template (side

slope) or maximum overdepth pay-line shown on the drawings. Materials sloughing into the payment area from outside the neat line side slopes shall be removed at no additional cost to the Government. Overdepth dredging will not be allowed in areas already at or below project depth.

8.2 Excessive Dredging. Dredging shall not be performed below the allowable overdepth. The Contractor may be subject to sanctions by Federal, State and local agencies for excessive dredging. Any dredging below allowable overdepth shall be identified immediately by the Contractor as a deficiency and tracked and corrected in accordance with Section 01405.

9. REPORTING REQUIREMENTS.

The Contractor will be required to prepare and submit daily reports of operations on quality control forms as directed and/or accepted by the Contracting Officer or COR. Sample forms are shown in the Appendixes at the end of this section. The daily reports, which may be supplemented with hydrographic survey cross-sections, shall document dredging operations for all shifts in a 24-hour period. Further instructions on the preparation of the reports will be furnished at the pre-dredging conference. All information submitted electronically shall also be submitted concurrently in hard copy with applicable analysis and shall not be considered a complete submittal until both formats are received.

9.1 DDLS Records. Electronic copies of the DDLS positional data shall be submitted to the Corps on CD-ROMs. Positional data shall include records of dredge equipment and all disposal vessels utilized for this contract. The Contractor shall furnish the CD-ROMs, and a copy of the computer program and hardlock (if required) to playback/print all contract DDLS electronic data to: U. S. Army Corps of Engineers, Construction Services Branch, 2100 Bridgeway Boulevard, Sausalito, CA, 94965.

10. PREDREDGE AND POSTDREDGE (FINAL) SURVEYS.

The Government will perform the predredge survey(s) after award of contract and prior to commencement of dredging. For the postdredge survey(s), the Contractor shall notify the Contracting Officer at least 72 hours prior to completion of the entire work or any acceptance reach as approved by the Contracting Officer and the Government will perform the final survey approximately **five (5) working** days after completion of the work or acceptance reach at no cost to the Contractor. All reaches found to be in compliance with the contract requirements will be accepted finally and be measured for payment as stated in Paragraph "MEASUREMENT AND PAYMENT", subparagraph "Measurement for Payment" hereinbelow. If the Government is unable to perform the final survey(s) due to the failure of the Contractor to complete the work in accordance with his prior notification, the Contractor shall be responsible for any survey plant and labor standby costs at \$7,000.00 per day and an adjustment will be made to the contract price therefore. Preliminary data from the final Government survey will be available within five (5) calendar days. If the preliminary survey data indicates that the project is not to the depth required in some or all of the reaches or the completed work, then the Contractor shall resume dredging within seven calendar days after completion of the field survey work to complete the work down to project depth. When the acceptance reach or completed

work is found to be in satisfactory condition, it will be accepted. The Government will perform only one post-dredge survey per reach or completed work at no cost to the Contractor. Any additional post-dredge surveys or sounding operations performed by the Government due to the Contractor not reaching project depth in a reach or completed work shall be charged to the Contractor at the rate of \$7,000.00 per day for each day in which the Government plant is engaged in sounding and/or is en route to or from the site, or held at or near the said site, for such operations. The Contractor will not be allowed any additional compensation for work under this paragraph.

11. MEASUREMENT AND PAYMENT.

11.1 Mobilization and Demobilization. Payment for mobilization and demobilization will be made at the contract lump sum price for "Mobilization and Demobilization" in the schedule under which contract award is made, and in accordance with Special Clause "PAYMENT FOR MOBILIZATION AND DEMOBILIZATION". This price and payment shall be full compensation for moving all plant, labor, materials, supplies and equipment necessary to perform the dredging onto the jobsite, preparing plant and equipment ready for work, and removing same from the jobsite upon completion of the contract work.

11.2 Dredging

11.2.1 Measurement for Payment. Measurement for payment of the total amount of material dredged will be made based on the cubic yards of material in-place, by computing the volume between the bottom surface shown by soundings from the Government pre-dredge survey taken before dredging and the bottom surface shown by soundings from the final Government post-dredge survey compared with the neat line template, using the average-end-area method. This quantity shall include excavation performed within the allowable overdepth limits and exclude excessive dredging as specified under paragraph "OVERDEPTH AND EXCESSIVE DREDGING".

11.2.2 The contract drawings represent conditions existing on the date of the survey shown on the drawings and are for information purposes only. A pre-dredge survey will be performed by the Government prior to issuance of the NTP and will be used in determining quantity of material for payment. Determination of quantities removed and the deductions made therefrom to determine quantities by in-place measurement to be paid in the area specified after having once been made will not be reopened, except on evidence of collusion, fraud or obvious error. No payments will be made until all computations, field notes and drawings are received for progress payment.

11.2.3 Monthly partial payments will be based on approximate quantities determined by electronic hydrographic soundings as specified in Section " CONTRACT DREDGING QUALITY CONTROL AND PROGRESS PAYMENT SURVEYS". Copies of all original field notes, quantity computations and drawings performed by the Contractor for the purpose of layout and progress shall be furnished to the Contracting Officer at the site of work for use by the Contracting Officer to the extent necessary in determining the proper amount of progress payments due the Contractor.

11.2.4 Payment for dredging will be made at the applicable contract unit prices bid, in the schedule(s) under which contract award is made. These prices and payments thereof shall constitute full compensation for all mobilization and demobilization, dredging, progress payment surveys, quality control surveys, barge filling area surveys and disposing of all materials above allowable overdepth and side slopes, in accordance with the drawings and specifications.

11.2.5 Shoaling. Shoaling occurring within project limits prior to acceptance of any section or reach shall be removed by the Contractor and no additional payments will be made by the Government for dredging and disposal of this material. Shoaling occurring within the project limits after acceptance of any reach and prior to the completion of the contract shall be removed at the contract unit price for dredging, within the limit of available funds, if agreeable to both the Contractor and the Contracting Officer. The quantity of shoaling to be paid for will be measured by the cubic yard by computing the volume between the surfaces shown by soundings taken after shoaling and the final survey made after the shoaled material has been removed.

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SAFETY IS A TEAM EFFORT

SCOW CERTIFICATION CHECKLIST

CHECKLIST ITEM	RECORD DATA		INITIALS	
	To be filled out and signed within 1 hour of departure time in No. 3		CONTR- ACTOR	INSP- ECTOR
19. Based on the wave period at SF Buoy of Item 17, and the RMS wave heights (5) of Item 15 above, check-off Items 19A through 19D Yes or No.				
Waves and Periods:				
A. 3 meters or less, any period:	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
B. Greater than 3 meters and less than 5 meters with a period of 9 seconds or more:	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
C. Greater than 3 meters and less than 5 meters with a period less than 9 seconds:	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
D. Greater than 5 meters with any period:	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
20. Scow DDLS functioning:	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
21. EPS functioning on tug:	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
22. Comments:				
23. Contractor's Signature:	Print Name:	Time/Date:		
24. Inspector's Signature:	Print Name:	Time/Date:		
25. The decision to proceed to the ocean disposal site based upon all available data including the recordings and calculations on this form, is also subject to the professional judgement of the Tug Captain as to the safety of the crew and vessel.				
Tug Captain's Signature		Print Name:	Time/Date:	

- (1) If scow haul of dredged material and water, as verified by observation of bin material and waterline, exceeds the 80% binlimit line as painted on the bin, then the scow is not within specifications.
- (2) If average draft exceeds the A-B Line limit (Item No. 13), then scow is not within specifications.
- (3) Scows must be loaded to avoid risk of spillage under the expected sea state conditions. Federal law prohibits any spillage of material during transit to SF-DODS. Violations may result in fines.
- (4) Use the most recent NWS Coastal Marine Forecast and Offshore Waters Forecast. Contractor may use radio (VHF WX) data, Navtex printout or internet data, but once a primary source is selected for the duration of the project and approved, an alternate method may only be used as an approved backup when the primary source is unavailable. Inspectors are required to retain hardcopy Navtex printout of NWS forecasts for end-of-year reprotng. If Internet data is utilized, the following websites are authorized: Coastal Marine Forecast (<http://nimbo.wrh.noaa.gov/Monterey/SFOCWFSFO.html>), Offshore 60 NM Forecast (<http://nimbo.wrh.noaa.gov/Monterey/NFDOFFPZ6>).
- (5) RMS wave height is the calculated RMS sum of the predicted swell and wind wave heights which is equal to the square root of the sum of the squares of the swell wave and wind wave heights as follows:

$$\sqrt{\text{(Swell Wave hgt)}^2 + \text{(Wind Wave hgt)}^2}$$

If a range of predicted swell wave height and/or wind wave height is given, use the average of the given range to calculate the RMS wave height, so long as the maximum value of any range does not exceed 5 meters.

- (6) Use the most recent NWS buoy report. Call 1-228-688-1948 listen to instructions and use the buoy numbers listed in Items 17 and 18.

May 2001