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14. DESCRIPTION OF AMENDMENT (continued)

NOTE: The following sections were amended. For simplicity, the complete section is being reissued when appropriate to enable complete substitution/insertion of the section in existing hard copies. To make detection of changes easier, only those pages with changes on them are annotated with "Amendment No. 0001" in the upper right corner. In addition, changes on a page are highlighted in ***bold italics***.

a. BIDDING SCHEDULE: Section 00010, Page 3 - Please delete page 00010-3 in its entirety and substitute the new page of the same number, annotated Amendment No. 0001, attached hereto.

b. SECTION 00700: Please delete page 00700-48 in its entirety and substitute the new page of the same number, annotated Amendment No. 0001, attached hereto.

c. SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS: Please delete Section 00800 in its entirety and substitute the new Section of the same number, with revised page annotated Amendment No. 0001, attached hereto.

d. SECTION 00815 - WAGE RATES: Please delete Section 00815 in its entirety and substitute the new Section of the same number, with revised page annotated Amendment No. 0001, attached hereto.

e. TECHNICAL SPECIFICATIONS:

(1) Section 02325 - DREDGING: Please delete Section 02325 in its entirety and substitute the new Section of the same number, with revised page annotated Amendment No. 0001, attached hereto.

f. CONTRACT DRAWINGS: Please delete Drawing Nos. 62476, 62477, 62478, 62479, 62480, 62483 and 62484 in their entirety and substitute the revised drawings, of the same numbers, with a revision date of 10 Aug 2004, attached hereto.

g. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No.0001. Failure to acknowledge all amendments may be cause for rejection of the bid.

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BIDDING SCHEDULE
(To be attached to SF 1442)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Amount</u>
1.	Mobilization & Demobilization	1	JOB	L.S.	\$
2.	Removal and Satisfactory Disposal of Material	725,685	CY	\$	\$
TOTAL ESTIMATED AMOUNT					\$

NOTE: Bidders must bid on all items.

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

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

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

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

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

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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SECTION 00800
SPECIAL CLAUSES

PARA	TITLE
SC-1	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	CONTINUING CONTRACTS
SC-4	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS
SC-5	PHYSICAL DATA
SC-6	LAYOUT OF WORK
SC-7	PERFORMANCE OF WORK BY THE CONTRACTOR
SC-8	ENVIRONMENTAL LITIGATION
SC-9	SIGNAL LIGHTS
SC-10	CONTINUITY OF WORK
SC-11	FINAL EXAMINATION AND ACCEPTANCE
SC-12	SHOALING
SC-13	INSPECTION
SC-14	ACCOMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS
SC-15	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC-16	PERFORMANCE EVALUATION OF CONTRACTOR
SC-17	INSURANCE REQUIREMENTS

SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor will be required to (a) commence work within ten (10) calendar days after the date of receipt by him of notice to proceed, (b) commence actual dredging under this contract within fifteen (15) calendar days after the date of receipt by him of notice to proceed, (c) prosecute said work diligently and (d) complete the entire work ready for use not later than 120 calendar days after the date of receipt by him of notice to proceed, which is scheduled to be issued on or about **24** September 2004. The time stated for completion shall include final cleanup of the premises.

SC-2 LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)

- a. If the Contractor fails to complete the work within the time specified in the contract, or any extensions thereof, the Contractor shall pay to the Government as liquidated damages, the sum of \$950.00 for each day of delay.
- 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. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS (MAR 1995-EFARS)

- a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.
- b. The sum of \$50,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.
- c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs f and i below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.
- d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification

to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess. (EFAR 52.232-5001)

SC-4 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

a. Upon obtaining the plans and specifications, the Contractor shall:

- (1) Immediately check the specifications and all drawings;
- (2) Compare the specifications and all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph

b. Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to

scale measurements.

c. The work shall conform to the specifications and the contract drawings identified on the following, all of which are available in the office of the District Engineer, U.S. Army Engineer District, Philadelphia, Room 643, Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107. Drawings are titled: "Maintenance Dredging Sta. 162+308 to Sta. 250+440, Inland Waterway, Delaware River to Chesapeake Bay, Delaware and Maryland", and have the following drawing numbers, subtitles, and dates.

d. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

Drawing No.	Subtitle	Date	Latest Revision Date
62476	General Plan, Vicinity Map and List of Drawings	13 July 04	10 August 04
62477	Soundings - C&D IWW (A.S. #1 TO A.S. #4)	13 July 04	10 August 04
62478	Soundings - C&D IWW (A.S. #5 TO A.S. #8)	13 July 04	10 August 04
62479	Soundings - C&D IWW (A.S. #9 TO A.S. #13)	13 July 04	10 August 04
62480	Soundings - C&D IWW (A.S. #13 TO A.S. #14)	13 July 04	10 August 04
62481	Soundings (Overboard (Disposal Area - Site 92)	13 July 04	
62482	Soundings (Overboard (Disposal Area - Site 92)	13 July 04	
62483	Channel Cross Sections	13 July 04	10 August 04
62484	Channel Cross Sections	13 July 04	10 August 04

SC-5 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (FAR 52.236-4)

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys.

b. Tide Data. The following mean ranges of tides in the project waterway are approximate and reflect the NOAA Tide Table values for the following locations:

Pooles Island (Chesapeake Bay)	1.2 feet
Chesapeake City (Back Creek)	2.7 feet
Reedy Point (Delaware City)	5.5 feet

A table correlating mean low water to the Corps of Engineers Chesapeake and Delaware Canal Datum is included as Section 00870 of this contract. The

channel depths specified herein and shown on the drawings are referenced to COE Mean Low Water except for the drawings referencing Site 92 which refers to NOAA Mean Lower Low Water.

c. Weather Conditions. The site of the work is exposed. It is believed that work can be performed during all seasons of the year except during winter months when ice conditions may interfere with dredging operations.

Complete weather records and reports may be obtained from the local U.S. Weather Bureau Office nearest to the work site. The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions during the construction period.

d. Channel Traffic. Traffic in the work area consists of ocean going and coastwise vessels, tugs and barges, and pleasure craft. The traffic and vessels may interfere with dredging operations.

e. Conditions of Channel. The channel conditions shown on the contract drawings represent the results of surveys made on the dates indicated and can only be considered as indicating the general conditions at that time.

f. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor is required to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. The Contractor shall request the U.S. Coast Guard to issue a Notice to Mariners advising navigation interests that the Contractor's dredging plant will be operating in the project waterway. The Contractor shall submit this request to: Commander (OAN), Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, VA 23705. The Contractor shall furnish a copy of this request to the Contracting Officer not less than five days prior to the start of dredging. The Contractor shall also notify the U.S. Coast Guard of the approximate time required for completion of dredging. Upon completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters or on shore.

g. Navigation Aids. The Contractor shall not relocate or move any aids to navigation that have been established by the U. S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the U.S. Coast Guard at least 30 days prior to the desired date for movement of the aid. All requests shall be made in writing to: Commander (OAN), Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23705. A copy of each request shall be furnished to the Contracting Officer.

h. Location. The location of the work is in the western-most portion of the project waterway and Upper Chesapeake Bay within the State of Maryland.

i. Bridge and Utility Crossings:

(1) Bridges: The following bridges cross the project waterway. The vertical clearances stated are above mean low water.

Bridge	Horizontal Clearance	Vertical Closed
Reedy Point Hwy. Bridge	565 ft	135 ft*
St. Georges Hwy. Bridge	500 ft	135 ft*
SR-1 St. Georges Bridge	450 ft	138 ft*
Penn Central R.R. Bridge	522 ft	47.2 ft
Summit Hwy. Bridge	558 ft	135 ft*
Chesapeake City Hwy. Bridge	500 ft	135 ft*

* Fixed span

(2) Utility Lines: The locations and elevations of all known utility lines crossing the river are presented in the following table:

Location	Description	Elevation
Approximately 1.6 miles east of St. Georges Bridge	Aerial power wires (Delaware Power & Light Co.)	Authorized clearance 161 feet above MHW
Approximately 250 feet west of St. Georges Bridge Shore	Submarine gas pipeline (Eastern Natural Gas Co.)	55 feet below MLW across the project channel
Approximately 0.7 miles east of railroad bridge	Submarine fiber optic communications conduit (U.S. Army Corps of Engineers)	60 feet below MW across the project channel
Approximately 90 feet east of railroad bridge	Submarine fiber optic telephone conduit (AT&T)	60 feet below MW across the project channel
Approximately 0.8 miles east of Summit Bridge	Aerial gas pipeline (Eastern Shore Natural Gas Co.)	133 feet above MHW
Approximately 0.8 miles west of Summit Bridge	Aerial power wires (Delaware Power & Gas Co.)	Authorized clearance 157 above MHW
Approximately 2.1 miles west of Summit Bridge	Aerial power wires (Delaware Power & Light Co.)	Authorized clearance 157 above MHW
Approximately 200 feet east of Chesapeake City Bridge	2 submarine telephone conduits (Chesapeake & Potomac Telephone Co.)	40 feet below MLW across project channel

The bridges and utilities provided above do not cross the areas to be dredged. The information is provided as general information only.

j. Bridge to Bridge Radio Telephone Equipment. In order that radio telephone communication may be made with passing vessels, all dredges

engaged in work under the contract shall be equipped with and operate bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on VHF Channel 13 (156.65 MHz) with low power output having a communication range of approximately ten miles. The frequency has been approved by the Federal Communication Commission.

k. The disposal area available for this contract is:

(1) Overboard Disposal Area: Site 92 in the Upper Chesapeake Bay, as shown on the drawings.

l. The last contract for maintenance dredging of this project was DACW61-03-C-0020 and was performed by Great Lakes Dredge and Dock, Inc. Removal of approximately 836,000 cubic yards of material was completed on December 19, 2003.

m. "Abstract of Bottom Samples" are included as Section 00855 of this contract.

n. Survey control description sheets are included as Section 00845 of this contract.

o. Bottom samples of material are available at the Fort Mifflin Project Office, Fort Mifflin, PA, (adjacent to the Philadelphia Airport).

p. Magnitude of Contract Work. The estimated value of the contract work is between \$1,000,000 and \$5,000,000.

SC-6 LAYOUT OF WORK

The Contractor shall lay out its work from Government-provided channel coordinates. The Contractor shall furnish, at its own expense, such stakes, templates, platforms, equipment, range markers and labor as may be required in laying out any part of the work from the channel coordinates furnished by the Government. The Contractor shall be responsible for executing the work to such lines and grades. The Contractor must have real time differential GPS positioning in accordance with the Corps survey manual, class 1 survey requirements for dredge positioning and disposal area layout. The Contractor shall provide real time positioning on a computer screen during dredging, and have the capability of playback in 15 minutes intervals. The position must be recorded on disk every 15 minutes and submitted to the Contracting Officer on a daily basis. (CENAP)

SC-7 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 84)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty (40) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

SC-8 ENVIRONMENTAL LITIGATION (1974 NOV OCE)

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a

Subcontractor at any tier not required by the terms of the contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (CENAP)

SC-9 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels (33 CFR 88), as applicable. (CENAP)

SC-10 CONTINUITY OF WORK (APR 1965 OCE)

No payment will be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed. (CENAP)

SC-11 FINAL EXAMINATION AND ACCEPTANCE (APR 1965 OCE)

a. As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it

will be accepted finally. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor. The rate for each day in which the Government plant is engaged in such sounding or sweeping operations and/or is enroute to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be \$ 3,300.00, except on Saturday, Sunday and holidays when the rate shall be \$ 3,700.00.

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

SC-12 SHOALING (1965 APR OCE)

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

SC-13 INSPECTION

The inspectors will direct the maintenance of the gauges, ranges, location marks and limit marks in proper order and position; but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in the Special Clause entitled "FINAL EXAMINATION AND ACCEPTANCE".

b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant and to and from the disposal areas.

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor. (CENAP)

SC-14 ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS (1965 APR OCE)

a. The Contractor shall furnish regularly to Government inspectors on board the dredge or other craft upon which they are employed a suitable separate room for office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, and a chair for each inspector, and washing conveniences. The entire cost to the

Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.

b. If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when requested, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for by the Government at a rate of \$5.00 per person for each meal. (CENAP)

SC-15 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) - EFARS

a. This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by the Contractor or sub-contractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial or series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Regions I and II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. This data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

Note #1: The small purchase threshold is \$100,000.

Note #2: By submitting cost or pricing data, the Contractor grants to the Contracting Officer (or authorized representative) the right to examine those books, records, documents, and/or other supporting data that will permit evaluation of the proposed equipment costs. This right shall extend for 2 years after expiration of contract performance. After price

agreement, the Contractor shall certify that the equipment cost or pricing data submitted are accurate, complete and current.

SC-16 PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN HQ USACE)

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD contracting offices for their future use in determining Contractor responsibility, in compliance with DFAR 236.201(c)(1). (CENAP)

SC-17 INSURANCE REQUIREMENTS

Evidence of the following types of insurance shall be provided to the Contracting Officer prior to commencement of work and shall be maintained throughout the period of performance.

a. General Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$500,000 per occurrence.

b. Automobile Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$200,000 per person and \$500,000 per accident. Property Damage Liability - \$20,000 per accident.

c. Workmen's Compensation and Employer's Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employer's liability coverage in the minimum amount of \$100,000 is also required."

d. Applicable Marine Casualty and Marine Workmen's Compensation Insurance: As appropriate for this contract.

-- End of Section --

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General Decision Number: MD030045 05/21/2004
 Superseded General Decision Number: MD020045
 State: Maryland
 Construction Types: Heavy Dredging
 Counties: Maryland Statewide.

MARYLAND

ALL DREDGING, EXCEPT SELF-PROPELLED HOPPER DREDGES, ON THE ATLANTIC COAST AND TRIBUTARY WATERS EMPTYING INTO THE ATLANTIC OCEAN, THE CHESAPEAKE AND DELAWARE CANAL, BALTIMORE CITY AND BALTIMORE COUNTY, MARYLAND.

Modification Number	Publication Date
0	06/13/2003
1	05/21/2004

* ENGI0025-001 10/01/2003
 STATEWIDE

	Rates	Fringes
Company Lead Dredgeman		
Lead Dredgeman.....\$	28.72	6.87+a+b
Dipper & Clamshell Dredge		
Boat Captain.....\$	22.80	6.27+a+b
Boat Master.....\$	23.89	6.87+a+b
Deckhand, Tug Deckhand.....\$	18.78	5.67+a+b
Engineer.....\$	25.37	6.87+a+b
Maintenance Engineer.....\$	24.24	6.27+a+b
Mate.....\$	22.64	6.27+a+b
Oiler.....\$	19.24	5.67+a+b
Operator.....\$	28.72	6.87+a+b
Scowman.....\$	18.53	5.67+a+b
Welder.....\$	23.87	6.27+a+b
Diver		
Diver.....\$	41.53	6.87+a+b
Standby Diver.....\$	27.85	6.87+a+b
Standby Tender.....\$	23.26	6.27+a+b
Tender.....\$	32.11	6.87+a+b
Drag Bucket Dredge		
Deckhand.....\$	16.17	5.25+a+b
Engineer.....\$	21.41	6.45+a+b
Maintenance Engineer.....\$	21.21	5.85+a+b
Mate.....\$	19.82	5.85+a+b
Operator.....\$	25.09	6.45+a+b
Dredging Pipeline		
Cable-Laying		
Control Tower Operator.....\$	25.55	6.87+a+b
Diver Tender.....\$	26.58	6.87+a+b
Diver.....\$	42.42	6.87+a+b
Leverman.....\$	28.83	6.87+a+b
Line up Operator, End		
Prep.....\$	18.47	5.67+a+b
Rigger.....\$	19.07	5.67+a+b
Drill Boats		
Blaster.....\$	23.81	6.45+a+b
Core Driller.....\$	18.56	5.25+a+b

Driller.....	\$ 23.55	6.45+a+b
Engineer.....	\$ 23.54	6.45+a+b
Machinist.....	\$ 23.30	5.85+a+b
Oiler.....	\$ 20.46	5.25+a+b
Tug Captain.....	\$ 19.53	5.85+a+b
Tug Deckhand.....	\$ 15.97	5.25+a+b
Tug Master.....	\$ 20.48	6.45+a+b
Welder.....	\$ 23.30	5.85+a+b
Engineer		
1st.....	\$ 25.55	6.87+a+b
2nd, 3rd and 4th.....	\$ 25.23	6.87+a+b
Electrician.....	\$ 25.68	6.87+a+b
Electro Hydro Technician....	\$ 20.79	6.27+a+b
Tug Captain.....	\$ 23.44	6.87+a+b
Tug Master.....	\$ 26.80	6.87+a+b
Hydraulic Dredge		
Asst. Fill Placer.....	\$ 22.45	6.87+a+b
Boat Captain.....	\$ 22.80	6.27+a+b
Boat Master.....	\$ 23.88	6.87+a+b
Chief Mate.....	\$ 24.47	6.87+a+b
Chief Welder.....	\$ 25.13	6.87+a+b
Deckhand.....	\$ 18.78	5.67+a+b
Engineer.....	\$ 24.82	6.87+a+b
Fill Placer.....	\$ 24.47	6.87+a+b
Janitor/Porter.....	\$ 18.14	5.67+a+b
Leverman.....	\$ 28.72	6.87+a+b
Maintenance Engineer.....	\$ 24.24	6.27+a+b
Mate.....	\$ 22.64	6.27+a+b
Messman.....	\$ 18.14	5.67+a+b
Night Cook.....	\$ 18.65	5.67+a+b
Oiler.....	\$ 19.24	5.67+a+b
Shoreman.....	\$ 18.55	5.67+a+b
Spider Barge Operator.....	\$ 23.66	6.27+a+b
Steward.....	\$ 22.59	6.87+a+b
Welder-Dredge.....	\$ 23.86	6.27+a+b
Tug Boats over 1000 H.P.		
with master or captain		
having license endorsed		
for 200 miles off shore		
Tug Captain.....	\$ 24.34	6.87+a+b
Tug Chief Engineer.....	\$ 23.60	6.27+a+b
Tug Deckhand.....	\$ 18.78	5.67+a+b
Tug Engineer.....	\$ 23.13	6.27+a+b

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day

b. VACATION: Seven percent (7%) of the straight time rate multiplied by the total hours worked.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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SECTION 02325

DREDGING

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT PRICE

The contract price per cubic yard for dredging shall include the cost of removal and disposal of all materials as specified herein or indicated on the drawings, with the exception of ledge rock, large boulders, rock fragments, wrecks, snags, stumps, and piles which cannot be removed or buried below project depth without blasting. Should ledge rock or other material which cannot be removed without blasting be encountered, the Contractor shall remove therefrom all overlying material which in the judgment of the Contracting Officer can be removed. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed upon and approved in accordance with the Contract Clause entitled: DIFFERING SITE CONDITIONS.

1.2 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (Latest Rev.) Safety and Health Requirements Manual

EM 1110-2-1003 (1 Jan. 2002) Hydrographic Surveying Manual

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

33 CFR 156 (1992) Navigation and Navigable Waters, Oil and Hazardous Material Transfer Operations

1.3 ORDER OF WORK AND DREDGING RESTRICTIONS

The order of work by specific acceptance sections will be determined by the Contracting Officer. Dredging of material under this contract shall only be performed by bucket dredging with bottom dumping scows. Dredging of material to be disposed of in overboard areas and any redistribution of dredged material shall only be performed from 1 October through 31 March.

1.4 CHARACTER OF MATERIALS

a. The material to be removed, to restore the depth to within the limits called for in the specifications and Contract Drawings, is that composing the shoaling which has occurred since the channel was last dredged as noted in the Special Clauses. The character of the material is believed to be as indicated by the results of Government-conducted sampling. Abstract of bottom samples are included as Section 00855 ABSTRACT OF BOTTOM SAMPLES. The materials consist mainly of silt, with some clay, sand and gravel. Samples of material are available for inspection at the Fort Mifflin

Project Office, Fort Mifflin, PA, (adjacent to the Philadelphia Airport).

b. It is the Government's position that sufficient information has been provided in this contract package to enable the Contractor to establish the type and quantity of material to be removed. However, prior to bidding, the Contractor may, at his discretion and expense, conduct additional investigation to further determine conditions at the site.

1.5 SITE CONDITIONS

Bidders are expected to examine the site of the work, including the disposal area and decide for themselves as to the conditions affecting their operations. See the Contract Clause entitled: SITE CONDITIONS AND CONDITIONS AFFECTING THE WORK. The entire work site is designated as a hard hat area in accordance with EM 385-1-1.

1.6 FUEL OIL HANDLING

The Contractor shall assure that all fuel oil transfer operations to or from his plant comply with all Federal, state, and municipal laws, codes and regulations. The Contractor shall incorporate in his accident prevention program, submitted in compliance with the Contract Clause entitled: ACCIDENT PREVENTION, sufficient information to demonstrate compliance with 33 CFR 156 and any other applicable laws, codes, and regulations.

1.7 DIFFERENTIAL GLOBAL POSITIONING SYSTEM (DGPS) EQUIPMENT

The Contractor must have pressure differential gages and DGPS to record drop locations. Recording of the barges location shall also be recorded every (15) minutes and available to the inspector or contracting officer or representative on a daily basis. The Contractor shall be required to provide reliable data to estimate the volume of dredged material in each scow. This would include providing ullage tables for each scow. The Contractor shall conduct his work in accordance with the requirements for a Class 1 Survey, as defined in the U.S. Army Corps of Engineers Hydrographic Surveying Manual EM 1110-2-1003, dated 1 January 2002. The Contractor shall provide real time positioning on a computer screen during dredging, and have the capability of playback in 15 minute intervals. The position must be recorded on a disk every 15 minutes and submitted to the Contracting Officer on a daily basis. The DGPS shall indicate the position of the dredge and each dump scow. The position of each scow shall automatically be recorded when the dump scow discharges.

1.8 SUBMITTALS

Government approval is required for submittals with "G" designation; submittals having no designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

NOTE: Any submittals classified as "SD-01 Preconstruction Submittals" are submittals required to be submitted to, and approved by, the CO prior to mobilization to the contract work site. All other submittals, classified as "SD-02" through "SD-11," shall be submitted to, and approved by, the CO prior to commencing the particular task to which the submittal is associated.

SD-01 Preconstruction Submittals

Operations Plan; G CO

The Contractor will be required to have at the pre-construction meeting a complete work or operations plan documenting dredging and placement activities based upon the surveys and requirements within the contract specifications. This plan must include as a minimum a gridded layout of the disposal area for proposed scow placement areas labeling order of work and placement locations. Order of work shall follow according to that as described in the disposal area section of the specification. Approval to proceed with placement operations will be granted after the dredged material placement operations plan has been approved. Any changes to the agreed upon work plan must be officially submitted and approved prior to implementation by the Contractor. Status update meetings between the Contractor, the Philadelphia District and the State of Maryland will take place at agreed upon intervals during the contract to discuss the placement activities as originally planned by the Contractor, proposed changes to the Contractor's work plan and overall progress of the maintenance dredging contract (i.e. before and after surveys and overboard disposal area placement progress surveys). The first meeting will take place during the pre-construction meeting or immediately preceding any dredge activity.

SD-03 Product Data

Vessel and Equipment List; G CO

The Contractor shall submit for approval a complete list of all vessels and equipment to be used during the contract, including all dredging plants, supporting vessels, and equipment. The vessel list shall contain the types, the numbers of each, the draft of each, and all other pertinent information.

SD-06 Test Reports

Daily Report of Operations; G CO

The Contractor shall prepare, maintain, and submit daily for approval, Daily Report of Operations forms, and shall furnish signed copies thereof with the Quality Control Reports required in SECTION 01450 CONTRACTOR QUALITY CONTROL, to the Contracting Officer. Daily Reports of Operations shall be faxed daily to the U.S. COE Philadelphia District Office. Copies of the Daily Report of Operations forms to be used are attached at the end of this section. Further instructions on the preparation and submittal of the forms will be provided at the Pre-Dredging Coordination Meeting.

DGPS Positioning

Records of position during dredging and overboard disposal operations shall be recorded on disk every 15 minutes and submitted to the Contracting Officer on a daily basis.

Scow Discharge Report

Contractor shall submit daily the scow discharge report. Sample report is shown at the end of this section. Report shall be faxed daily to the U.S. Army COE Philadelphia District Office.

1.9 GOVERNMENT PLANT

Government plant may perform dredging or use disposal sites in any C & D

Canal assignment area during the time of this contract.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 DISPOSAL OF EXCAVATED MATERIAL

3.1.1 General

The material excavated shall be transported to and deposited in the overboard disposal area known as Site 92 in the Upper Chesapeake Bay, as specified herein and as shown on the Contract Drawings. Deposition of material must be by bottom dump scows. Placement of material is restricted to -14 feet (+/- 0.5 feet) NOAA MLLW by the West Sailing Course, setbacks as depicted on the drawings (500 feet on each side) and also due to concerns of potential sediment transport.

3.1.2 Government Quality Control Monitor

The Government may place a Government monitor aboard the Contractor's dredge or supporting vessels to monitor quality control conditions during dredging and disposal operations.

3.1.3 Misplaced Material

Any material deposited in places other than those designated or approved by the Contracting Officer, or which escapes from such places, will not be paid for. The Contractor may be required to remove such misplaced material in accordance with the Contract Clause entitled: OBSTRUCTION OF NAVIGABLE WATERWAYS, and deposit it where directed, at the Contractor's expense.

3.1.4 Hydraulic Dredging

Hydraulic pipeline dredging will not be permitted under this contract.

3.1.5 Hopper Dredging

Hopper dredging will not be permitted under this contract.

3.1.6 Bucket Dredging

Material excavated by bucket (bucket, drag or dipper) dredges shall be placed in scows to overflow only and transported to the disposal area (Site 92) as shown on the Contract Drawings. No rehandling basin shall be used. The Contractor shall be required to provide reliable data to estimate the volume of dredged material in each scow. The Contractor shall provide ullage tables for each scow. The Contractor shall install a minimum of four (4) material boards evenly within the scow. The Contractor shall record material elevation readings and estimate the dredged material volume for each scow, at the dredging site (immediately prior to hauling) and at Site 92 (immediately prior to unloading). The scows or accompanying tug shall be equipped with DGPS system to record the scows position and location of each scow discharge and saved on disc for file purposes. This information and the required daily reports will be given to the inspector or contracting officer or representative on a daily basis. This is anecessary requirement as part of thecoordination activities regarding the monitoring of overboard dredge material placement within the Pooles Island area. The scows shall be unloaded by instantaneous bottom dumping. The

Contractor shall proceed with care during the transportation and unloading of the scows, to preclude any loss of material to the waterway prior to deposit in the disposal area. All scows shall be kept in good condition and the coamings kept in good repair. The decks of all loaded scows shall be washed before they are moved from the loading area.

3.2 DEVELOPMENT AND OPERATION OF SITE 92

3.2.1 General

Prior to the use of Site 92, the Contractor shall submit the disposal operations plan specified in the Paragraph entitled: SUBMITTALS to the Contracting Officer for approval. At least 7 days prior to the use of any Government-owned land and facilities, the Contractor shall contact Mr. James Tomlin, Chesapeake City Resident Engineer at (410) 885-5621/5622. The Contractor shall also be responsible for the maintenance and repair of all Government-owned land, roads, and facilities used by him under the contract. The Contractor shall conduct his work in accordance with the approved disposal operations plan; however, approval of the plan by the Contracting Officer does not in any manner relieve the Contractor of his responsibility for the adequacy of the work.

3.2.2 Overboard Disposal Area Operations

3.2.2.1 Disposal Area Markings

The Contractor shall delineate the limits of Site 92 disposal area with piles, buoys, or other approved markers. All lights and signals as may be prescribed by the U.S. Coast Guard to show the limit markers shall be installed and maintained at the expense of the Contractor. Any limit markers installed shall be removed upon completion of use of Site 92. Site 92 is approximately 934 acres with boundaries as follows:
Beginning at the western-most point at 39 15 05.07N, 076 17 40.37W,
running thence to 39 15 52.89N, 076 16 30.76W,
running thence to northern-most point at 39 16 00.35N, 076 16 16.10W,
running thence to 39 15 56.19N, 076 15 59.30W,
Running thence to 39 14 59.24N, 076 16 02.88W,
Running thence to southern-most point at 39 14 29.95N, 076 17 01.16W,
and running thence to the point of beginning.

3.2.2.2 Overboard Disposal

The Contractor shall deposit the dredged material in Site 92 by bottom dumping scows. The material must be placed within the limits of the setbacks as outlined on the disposal area contract drawings. The material shall be placed in a uniform manner by successively dumped loads starting from the southernmost portion of the designated drop zone then proceeding northward. The Contractor must evaluate how the placement of material reacts within the drop zone by performing surveys every 2-3 days. This will assist him in determining if any modification is necessary to his work plan. All material is to be placed with no movement northward until each row or section as laid out in the disposal area plan is uniform and at an elevation of -14 feet (+/- 0.5 feet) NOAA MLLW. The scow placement shall travel in the direction as shown on the contract drawings, and each "scow row" shall be brought to the maximum height of -14 feet NOAA MLLW before commencing placement in each subsequent "scow row". Upon completion of this contract, the lower portion of the overboard site shall be relatively flat and maximized to the height restriction as stated. This could involve dragging operations within the site, which must be coordinated with the

Government at least 72 hours prior to beginning operations, based on requirements of the State of Maryland regulatory agencies. These dragging operations will be performed at the expense of the Contractor. This determination will take place approximately 2-3 weeks after completion of placement at the site and after final surveys have been completed and analyzed. All material must be placed in such a manner as to be completely contained (including side slopes) within the site boundaries. Placement progress will be evaluated by the Government based on surveys at approximately 25, 50, 75 and 100 percent completion. Prior to dumping the dredged material, the scow shall be brought to a complete stop and the exact location of the scow and the approximate quantity of material to be disposed of shall be recorded. The exact location of each dumped load of dredged material shall be electronically recorded and submitted as specified in the Paragraph entitled: "SUBMITTALS". The coordinates and approximate quantity shall be noted on a separate discharge report and attached to the daily QC report. The anticipated location of each load of material shall be determined by the Contractor in accordance with the requirements specified herein and shall be submitted as part of the Operations Plan specified in the Paragraph entitled: "SUBMITTALS". Barges shall be equipped with pressure differential gages and DGPS to record drop locations. Recording of the barge location shall also be recorded every fifteen (15) minutes and be submitted to the inspector or Contracting Officer or representative on a daily basis. The Contractor shall maintain his own access to the entire disposal area, and shall ensure that the sequence of distribution of dumped loads allows for disposal of material across the entire limits of the disposal area, as shown on the contract drawings. In no case shall the final elevation of the deposited material be permitted above the elevation -14.0 feet NOAA MLLW. Any material placed above -14.0 feet NOAA MLLW shall be redistributed to below this maximum elevation by the Contractor, at no additional cost to the Government. The Government retains the right to direct disposal of material to a specific location within the specified disposal area, at no additional cost to the Government. A Government plant may perform dredging or use the overboard disposal area during the time of this contract. Overboard disposal shall be limited to placement of no more than 1,500,000 cubic yards of material under this contract.

3.2.2.3 Status Update Meetings

Status update meetings between the Contractor, the Philadelphia District, and the State of Maryland will take place at agreed upon intervals during the contract to discuss the placement activities as originally planned by the Contractor, proposed changes to the Contractor's work plan and overall progress of the maintenance dredging contract (i.e. before and after surveys and overboard disposal area placement progress surveys). The first meeting will take place during the Pre-Construction meeting or immediately proceeding any dredge activity. As required in Paragraph entitled: SUBMITTALS, the Contractor will be required to have at the pre-construction meeting a complete work plan documenting dredging and placement activities based upon the surveys and requirements within the contract specifications. This plan must include a gridded layout of the disposal area for proposed scow placement areas labeling order of work.

3.2.2.4 NMFS Observer

The Government may be required to provide a National Marine Fishery Services(NMFS) observer during certain times of the dredging and placement operations. The Contractor shall accommodate such an observer aboard his plant. This observer would be contracted separately by the Government and

shall not be included in the Contractor's bid.

3.2.2.5 Special Requirements for Operations Within Restricted Waters

If the Contractor's disposal operations plan calls at any time for any of his operations to enter the restricted waters of the Aberdeen Proving Ground, the Contractor shall provide Aberdeen Proving Ground with the necessary communications equipment to maintain radio contact with the dredge or any of the Contractor's vessels. The equipment shall be installed in B-Tower Building #646. Entry into the restricted waters of Aberdeen Proving Ground shall be on a non-interference basis with the test operations. Test operations are conducted on Monday through Friday from 8:00 am to 4:30 pm. Normally, the restricted waters will be open during the following periods:

- (1) Mondays through Thursday - 5:00 pm to 7:30 am;
- (2) Saturday and Sunday - 5:00 pm Friday to 7:30 am Monday; and,
- (3) National Holidays - 5:00 pm on the day before the holiday until 7:30 am the day after the holiday (State holidays excluded).

3.3 OVERDEPTH AND SIDE SLOPES

3.3.1 Overdepth

To cover inaccuracies of the dredging process, material actually removed from within the contract limits shown on the drawings to a depth of not more than 1 foot below the required depth, limited by a vertical plane through the required depth contour, will be estimated and paid for at the contract unit price for dredging.

3.3.2 Side and End Slopes

No side or end slopes are specified for this contract. Dredging shall be performed to a point extending 25 feet outside the channel edges, where shoaling occurs along the channel edge within the contract limits, unless otherwise directed by the Contracting Officer.

3.3.3 Excessive Dredging

Material taken from beyond the limits specified in the Paragraphs entitled: "Overdepth" and "Side and End Slopes" will be deducted from the total amount dredged as excessive dredging for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable requirements of the Special Clauses entitled: FINAL EXAMINATION AND ACCEPTANCE and SHOALING.

3.4 ESTIMATED QUANTITIES

The total estimated quantity of material necessary to be removed within the specified limits as shown on the drawings, including allowable overdepth and areas outside the channel limits as previously specified, is as follows for each of the acceptance sections:

Acceptance Section	Station to Station	Req'd Dredging (39 ft. Depth) (CY)	Allowable Overdepth (1') (CY)	Total Available (CY)
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1	200+000 to 202+580	3,356	12,457	15,813
2	202+580 to 205+000	11,416	20,467	31,883
3	205+000 to 208+000	11,187	13,069	24,256
4	208+000 to 211+000	38,516	32,542	71,058
5	211+000 to 214+000	52,680	42,428	95,108
6	214+000 to 217+000	82,437	51,638	134,075
7	217+000 to 219+053	68,413	36,985	105,398
8	219+053 to 221+940	49,489	21,199	70,688
9	226+000 to 229+000	3,303	5,184	8,487
10	229+000 to 232+000	4,904	7,049	11,953
11	232+000 to 235+000	14,410	16,571	30,981
12	235+000 to 238+000	37,929	24,892	62,821
13	238+000 to 240+861	33,572	15,976	49,548
14	240+861 to 243+000	7,593	6,023	13,616
	TOTAL	419,205	306,480	725,685

3.5 LIMIT OF DREDGING

3.5.1 General

The areas to be dredged are the contract limits as indicated on the drawings, as specified in the Special Clause entitled: FINAL EXAMINATION AND ACCEPTANCE, and as defined by dredging prism indicated in the Paragraphs entitled: OVERDEPTH AND SIDE SLOPES and MEASUREMENT AND PAYMENT.

3.5.2 Quantity Acceptance

The Contractor is responsible for completing all dredging requirements for any one acceptance section prior to acceptance of the work by the Government. In any portion of an acceptance section, when the before dredging survey indicates dredging is required, the Contractor is responsible for removing any material found to be remaining above the required depth by the after dredging survey, unless such dredging is waived by the Contracting Officer. Material removed as a result of redredging within the dredging prism, will be paid for at the contract unit price and as determined by the quantity calculation resulting from the before dredging survey. In any portion of an acceptance section, when the after dredging survey indicates dredging is required that was not indicated by the before dredging survey, the Contractor shall be responsible for removing such material to the required depth, unless waived by the Contracting Officer. The Contractor will be paid for such work at the contract unit price and an additional quantity calculation will be made based on the after dredging survey, provided that the material is not determined by the Contracting Officer to be misplaced material.

3.6 CONTRACTOR QUALITY CONTROL

The Contractor shall prepare and maintain Daily Report of Operations forms and the scow discharge reports, and shall furnish signed copies thereof with the Daily Quality Control records required in Section 01450 CONTRACTOR QUALITY CONTROL to the Contracting Officer. Copies of the Daily Report of Operations forms to be used are attached at the end of this section. Further instructions on the preparation and submittal of the forms will be provided at the Pre-Dredging Coordination Meeting. These reports shall be faxed daily to the Philadelphia District Office.

3.7 MEASUREMENT AND PAYMENT

3.7.1 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of all of the Contractor's dredging plant and equipment will be paid for at the contract lump sum price for this item. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization at the work site. The remaining forty percent (40%) will be included in the final payment for work under this contract.

In the event the Contracting Officer considers that the amount in this item (60%) which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer, will result in payment of actual mobilization costs, as determined by the Contracting Officer at the completion of mobilization, and payment of the remainder of this item in the final payment under this contract. The determination of the Contracting Officer is not subject to appeal.

All costs connected with the mobilization and demobilization of the Contractor's dredging plant and equipment as defined below shall be included in the contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization" as listed in the Bidding Schedule.

a. Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations; i.e., transfer of dredge, attendant plant, and equipment to site; preparation of disposal area; and other incidentals in advance of the actual dredging operations.

b. Demobilization shall include general preparation for transfer of plant to its home or standby base, cleanup of disposal area, and transfer of plant to its home or standby base.

3.7.2 Dredging

The total amount of material removed and to be paid for under the contract, will be measured by the cubic yard in place. Measurement of the number of cubic yards in place will be made by computing the volume between the bottom surface shown by soundings of the last survey made before dredging and the bottom surface shown by the soundings of surveys made as soon as practicable after the work specified in each acceptance section has been completed. The volume for measurement will include the material within the limits described in the Paragraph entitled: "OVERDEPTH AND SIDE SLOPES", less any deductions that may be required for misplaced material described in the Paragraph entitled: "DISPOSAL OF EXCAVATED MATERIAL", of this section. The volume of material removed will be generated by using either the Average End Area Method or by the TIN (Triangulated Irregular Network) computation, as outlined in the Hydrographic Surveying Manual EM 1110-2-1003, dated 1 January 2002. All depths obtained from single beam surveys will be utilized for volume computation purposes. If multi-beam survey methodology is used, a 5-foot by 5-foot matrix using the sounding closest to cell center (shot depth) will be generated from the edited multi-beam data to perform the TIN volume computations. The corresponding plotted soundings and contours will be generated using a cell size for their matrix that is plot-scale dependent utilizing the sounding that is closest to cell center (shot depth) shifted to the center of the cell from the edited multi-beam data. The subsequent contour generated for the

plotted soundings sheet is not to be used for either the calculation of square footage or volumes. If the material to be dredged in the contract is categorized to be hard bottom the matrix used for the volume computations will be reduced to 3 foot by 3 foot and an average of the soundings in the cell will be used. All raw survey data and data used for volume computations shall be available to the Contractor upon request. Payment for dredging will be made at the contract unit price for Bid Item No.2, "Removal & Satisfactory Disposal of Material" as listed in the Bidding Schedule.

3.7.2.1 Surveys for Acceptance

The Contractor shall notify the Government of his need for acceptance surveys at least three days in advance of the date for each survey (Saturdays, Sundays and holidays are excluded), and shall confirm his need by telephone between 0730 and 0800 hours on the day of each survey by calling the Technical Support Branch, O & M Contracts Section at (Area Code 215) 656-6750. The time for any redredging to remove shoals and for second and subsequent surveys in any acceptance section is the responsibility of the Contractor, and must be accomplished within the completion period established for the contract. The Contractor may accompany the survey party to determine whether he at his own election will perform redredging. The Contracting Officer will notify the Contractor if any redredging is required.

3.7.2.2 Existing Conditions

The drawings as listed under the Special Clause entitled: CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS are believed to accurately represent conditions existing at the time indicated but will be updated as required by soundings taken, by the Government, before dredging. Determination of quantities removed and the deductions made therefrom to determine quantities by 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. The hydrographic surveys for this contract containing all edited x,y,z data will be available on CD by request.

3.7.2.3 Hydrographic Survey Equipment

Hydrographic surveys will be conducted to meet USACE Performance Standards as defined in the Hydrographic Surveying Manual EM 1110-2-1003, dated 1 January 2002. Surveys will be performed by single transducer sounding techniques, multi-beam sweep type surveys or both. Bottom soundings will be obtained by the single beam fathometer operating at a frequency ranging from 190 to 210 Khz. When utilizing multi-beam technology, the operating frequency will range from 180 to 250 Khz. All fathometers will be calibrated following procedures outlined in the aforementioned EM.

3.7.2.4 Partial Payments

Monthly partial payments will be based on acceptance sections completed as determined by soundings or sweepings taken behind the dredge by the Government survey party.

-- End of Section --