

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE 05-Mar-2001	4. REQUISITION/PURCHASE REQ. NO. W807PM-0347-1422		5. PROJECT NO.(If applicable)
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435		CODE DACW38	7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACW38-01-B-0015
				X	9B. DATED (SEE ITEM 11) 29-Jan-2001
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ 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: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Reference Invitation for Bids No. DACW38-01-B-0015 for Lease of One Cutterhead, Hydraulic Pipeline Dredge (not less than 20-inch diameter), fully operated with attendant plant and personnel, with a draft not to exceed 9 feet, for construction and maintenance dredging on the Red River and within the Vicksburg and adjacent districts, is amended as follows: BID OPENING DATE AND TIME The Bid Opening date and time are hereby changed to 22 Mar 01 at 1400 hours. <p style="text-align: center;">CONTINUED ON PAGE 2.</p>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 05-Mar-2001

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

BID SCHEDULE

Page 7 of 130 is replaced by revised page 7 of 130.

SECTIONS 00800, 01000 and 02482 are replaced by reissued Sections 00800, 01000 and 02482.

Text added by this amendment is underlined and in bold type with deletions being over-struck.

ENCL: Bid Schedule Page 3, SECTIONS 00800, 01000 and 02482.

0002C LEASE OF ONE CUTTERHEAD HYDRAULIC, PIPELINE DREDGE (NOT LESS THAN 24-INCH DIAMETER), WITH ATTENDANT PLANT, AND WITH A DRAFT NOT TO EXCEED 9 FEET, AND WITH UNDERWATER PUMP

0002CA FIRST 868 HOURS 868 HR \$ _____ \$ _____

0002CB OVER 868 868 HR \$ _____ \$ _____

0002D MOBILIZATION 1 LS FOR \$ _____

0002E DEMOBILIZATION 1 LS FOR \$ _____

0002F REMOBILIZATION 3 EA \$ _____ \$ _____

0002G TOWING SERVICE UPSTREAM 100 MI \$ _____ \$ _____

0002H TOWING SERVICE DOWNSTREAM 100 MI \$ _____ \$ _____

0002J SHORECREW 30 DA \$ _____ \$ _____

0002K SHORELINE 3,000 LF \$ _____ \$ _____

0002L OPTIONAL ITEM-REMOVAL OF ROCK AND OTHER DEBRIS 20,000 TN \$ _____ \$ _____

0002M OPTIONAL ITEM-MOBILIZATION AND DEMOBILIZATION OF ROCK EXCAVATING EQUIPMENT (ESTIMATED) 3 EA \$ _____ \$ _____

0002N OPTIONAL ITEM-UPSTREAM MOVEMENT OF ROCK EXCAVATING EQUIPMENT (ESTIMATED) 100 MI \$ _____ \$ _____

REVISED BY AMENDMENT 0006

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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 DELIVERY, PROSECUTION, TERMINATION AND SUBSTITUTION OF PLANT

1.1.1 Delivery

The Contractor shall deliver the dredge and attendant plant ready for operation to the first work location as described in Section 02482 DREDGING, paragraph, FIRST WORK LOCATION, or to any other work site as may be directed, within 30 calendar days after Date of Award. The plant will be finally inspected, and the Contractor notified of acceptance or rejection of the plant within 24 hours after delivery of plant to the Contracting Officer.

A prework conference will be held prior to commencement of work. The time and place of the conference will be determined by mutual agreement between the Contracting Officer or his designated representative and the Contractor.

1.1.2 Prosecution

The Contractor shall prosecute the work assigned him to meet the schedule of dredging operations as determined by the Contracting Officer. The work will normally be on 24 hours per day, 7 days per week schedule.

1.1.3 Termination

Upon termination or completion of the contract, the dredge and attendant plant will be released to the Contractor at the site of the work at which last used.

1.1.4 Substitution of Plant

Substitution of dredge or dredges will be allowed in rare cases provided the Contractor furnishes written justification and the following conditions are met:

- a. The substitute dredge meets all requirements of the contract specifications, and the Contractor submits clear evidence that the proposed substitute dredge can, and has, in fact, performed at the rate set forth in Section 02482 DREDGING, paragraph DREDGING EQUIPMENT, on work similar to that of this contract within 3 years previous to the date of his bid. The performance must have been maintained for not less than 85 percent of the total time available to the dredge or any contract worked within this period. This will serve as a basis in determining plant capability.
- b. The Government is reimbursed all costs in connection with inspection of the substitute dredge, if such is required.
- c. The substitute dredge is delivered to the worksite before the original dredge is shutdown and moved off the jobsite. This

requirement does not apply to substitutions made during suspension and release periods as per subparagraph bc of Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph DURATION OF CONTRACT.

d. The submitted rate for the substitute dredge has been determined by the Contracting Officer to be in the best interest of the Government.

e. Substitution of Plant will not be allowed prior to award of contract.

f. If the substitute dredge does not meet the specifications for the bid item of the original dredge, the hourly rate of the substitute dredge shall be computed by the following formula:

Substitute Dredge Hourly Rate = ((Original Hourly Rate)X(Estimated Hours in Original Bid Item))/(Estimated Hours in Bid Item Applicable to Substitute Dredge)

1.2 WORK TO BE PERFORMED BY CONTRACTOR'S OWN ORGANIZATION

Within 10 days after award the successful bidder/Contractor must furnish the Contracting Officer a description of the items of work which will be performed with its own forces and the estimated cost of those items. (See paragraph PERFORMANCE OF WORK BY THE CONTRACTOR.)

1.3 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 or conclusion drawn from the data or information by the Contractor.

a. Weather Conditions

Data on weather conditions may be obtained from the National Weather Service.

b. Transportation Facilities

Floating plant may reach the sites of work via the Mississippi, Red, Black, and Ouachita Rivers. Obtaining access through private lands to landings near the sites of work for land transportation is the responsibility of the Contractor.

c. Channel Traffic

Traffic on the rivers consists of commercial towboats and tows, passenger vessels, and small boats. Traffic in the river and harbors may interfere to some extent with dredging operations.

d. The material to be dredged will consist of sand, gravel, loose rock, silt, mud and clay; and in certain localities stumps, roots, logs, riprap, driftwood, sunken objects, and/or pile or stone dikes, flank revetment and miscellaneous debris may be encountered. The dredge must be equipped with suitable pump impellers and cutters to efficiently handle these varying materials.

e. The work required consists of making or enlarging dredge cuts, construction of fills, dredging in various channels and harbors and

removal of old pile or stone dikes, and revetment. The currents may vary from zero to seven feet per second. The bank to be cut may extend as much as forty-five feet above the water surface.

f. The dredging operations contemplated are not all in or near cities. Camps or floating plant may be necessary for the housing or boarding of the labor employed by the Contractor.

g. 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 provisions of Section 7 of the River and Harbor Act, approved 8 August 1917. The Contractor will be 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. Upon completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other markers placed by him under the contract in navigable water or on shore.

h. During the contract period, there is a possibility that the Contractor will receive requests from private interests and local governments to dredge outside the channel limits alongside privately owned wharves or docks. Provided the work can be accomplished without detriment to the work for which dredge is being leased and subject to the prior approval of the Contracting Officer in each instance, the Contractor may utilize from time to time during the contract period, equipment being furnished under this contract for accomplishing work requested by said private interests and local governments. It is understood and agreed that, in temporarily releasing the Contractor's equipment for performing work outside of channel limits for private interests and local governments, the Government does not assume any responsibility whatsoever for the said work, or for the collection from said private interests and local governments of any amounts earned for work performed.

i. Disposal areas for work ordered by the Government will be furnished by the Government. Material may be discharged into the river or be retained in disposal areas by retaining dikes and box-type spillways. The Contractor will be required to use normal caution in pipe line operations when discharging in diked areas to prevent washing and failure of retaining dikes, and to maintain a continuous watch on the spillways and keep the spill boxes free of debris. Polyethylene may be used on dike slopes during dredging operations to protect the retaining dikes. If so, the polyethylene will be furnished by others as needed and the Contractor will be required to store the polyethylene in a location so as to avoid the direct rays of the sun prior to use. Placement of the polyethylene on the dikes, when needed, will be done by the Contractor.

j. Condition of Channel

Data on current channel conditions may be obtained from the U.S. Coast Guard.

(FAR 52.236-4)

1.4 MISPLACED MATERIALS

Should the Contractor during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer or inspector, and when required mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstruction may be removed by the Contracting Officer, and the cost of such removal may be deducted from any money due or to become due the Contractor, or may be recovered under his bond. The liability of the Contractor of the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of 3 March 1899 (33 U.S.C. 410, et seq.)

1.5 FUEL TRANSFER

When marine plant and equipment are in use under this contract, a safe means of fuel transfer will be used. This fuel transfer will meet the Coast Guard Regulations 33 CFR 156.120 regarding fuel/oil transfer operations and 33 CFR 155.320 fuel/oil discharge containment. The marine plant will be checked for compliance before such plant is allowed to be used on the contract.

1.6 ENVIRONMENTAL PROTECTION

1.6.1 Scope

This section covers prevention of environmental pollution and damage as the result of construction operations under this contract and for those measures set forth in this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noises solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.6.2 Quality Control

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily reports any problems complying with laws, regulations and ordinances and corrective action taken.

1.6.3 Submittals

a. General

The Contractor shall submit an environmental protection plan in accordance with provisions as herein specified. The plan shall include

but not be limited to the following:

(1) A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations and permits.

(2) Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of the methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil historical, archaeological and cultural resources.

(3) Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the environmental protection plan.

(4) Permit or license and the location of the solid waste disposal area.

(5) Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.

b. Implementation

Prior to commencement of the work, the Contractor shall submit in writing the above Environmental Protection Plan. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures.

1.6.4 Notification

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State or local laws or regulations, permits and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed correction action and take such action as may be approved. If the Contractor fails to comply, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extension shall be granted or costs or damages allowed to the Contractor for any such suspension.

1.6.5 Protection of the Environmental Resources

a. General

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following paragraphs.

b. Protection of Land Resources

(1) Disposal of Solid Wastes

(i) General

Solid wastes (excluding material resulting from clearing and grubbing) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

(ii) Disposal of Solid Waste by Removal From Site

The Contractor shall transport all solid waste off of the work site and dispose of it in compliance with Federal, State and local requirements for solid waste disposal.

(2) Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local regulations.

(3) Disposal of Discarded Materials

Discarded materials other than those which can be included in the solid waste category will be disposed of as directed by the Contracting Officer.

b. Preservation and Recovery of Historical Archaeological and Cultural Resources

Known historical, archaeological and cultural resources within the Contractor's work area will be so designated by the Contracting Officer and precautions taken to preserve all such resources as they existed at the time they were pointed out to the Contractor. The Contractor shall install all protection for these resources and shall be responsible for their preservation during this contract. All items having any historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Contracting Officer so that the proper authorities may be notified.

c. Protection of Air Resources

(1) General

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the applicable state air pollution regulations and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained for those construction operations and activities specified in this section. Special management techniques as set

out below shall be implemented to control air pollution by the construction activities which are included in the contract.

(2) Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowed limits at all times.

(3) Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

(4) Monitoring of Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

1.6.6 Maintenance of Pollution Control Facilities

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

1.6.7 Training of Contractor Personnel in Pollution Control

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure: adequate and continuous environmental pollution control.

1.6.8 Payment

No separate payment or direct payment will be made for the cost of the work covered under this section, and such work will be considered as a subsidiary obligation of the Contractor.

1.7 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. (MAR 1995)

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 a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and 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, Region III. 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-lease back 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. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 31.105)

NOTE: EP-1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule" is available on the internet at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm>, or may be purchased from the Government Printing Office on CD-ROM by calling (202) 512-1800.

1.8 PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty (50) 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)

1.9 ENVIRONMENTAL LITIGATION

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 Contract Clause SUSPENSION OF WORK in 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.

1.10 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS

This variation in estimated quantities clause is applicable only to Bid Item Nos. 0001A, 0001B, 0001C, 0002A, 0002B, and 0002C.

- a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent subitem will not be the basis for an adjustment in contract unit price.
- b. Where the actual quantity of work performed for Bid Item Nos. 0001A, 0001B, 0001C, 0002A, 0002B, and 0002C is less than 85 percent of the quantity of the first subitem listed under such item, the contractor will be paid at the contract unit price for that subitem for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211.18, Variation in Estimated Quantities.
- c. If the quantity of work performed under Bid Item Nos. 0001A, 0001B, 0001C, 0002A, 0002B, and 0002C exceeds 115 percent or is less than 85 percent of the total estimated quantity of the subitem under that item, and/or if the quantity of work performed under the second subitem or any subsequent subitem under Bid Item Nos. 0001A, 0001B, 0001C, 0002A, 0002B, and 0002C exceeds 115 percent or is less than 85 percent of the estimated quantity of any such subitem, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

1.11 COMMAND OVERSIGHT

Although the U.S. Army Corps of Engineers has decided that effective 1 Oct 93 District and operating Major Subordinate Commanders will no longer be Contracting Officers, the Commanders will be expected to exercise oversight on (approve) critical decisions on this contract, including contract award (see FAR clause 52.204.1, Approval of Contract), settlement actions and alternate dispute resolution (ADR).

1.12 YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the contractor shall:

- (a) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishing under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.
- (b) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01000

GENERAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 SCOPE OF WORK

The work to be performed under the contract consists of furnishing all plant, materials, equipment, supplies, labor and transportation, including fuel, power, water (except any materials, equipment, transportation, utility or service, if any, specified herein to be furnished by the Government), and performing all work in strict accordance with the specifications and schedules. It is intended to use the dredge at any of the locations as described in Section 02482 DREDGING, paragraph WORK LOCATIONS.

1.2 PAYMENTS

1.2.1 General

Payments will be made monthly. The unit price or lump sum price or prices stated in the contract will be used in determining the amounts to be paid for work performed by the Contractor. Payment for work under contract will be made by the Disbursing Officer, U.S. Army Engineer District, Memphis, 167 N Mid America Mall, Room B202, Memphis, Tennessee 38103-1894.

1.2.2 Pay Time

Pay time shall begin on the date and hour of acceptance of the dredge and attendant plant by the Contracting Officer, as provided in Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph DELIVERY, PROSECUTION, TERMINATION AND SUBSTITUTION OF PLANT, and subject to provisions of Contract Clause, CONTINUING CONTRACT, paragraph e., and paragraph DURATION OF CONTRACT, subparagraph ~~bc~~. of this section, and shall end when dredge and attendant plant are returned to the Contractor, as provided in Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph DELIVERY, PROSECUTION, TERMINATION AND SUBSTITUTION OF PLANT. Pay time will be computed on the basis of hours and fractions thereof for effective time and in hours and fractions thereof for non-effective time as specified in Section 02482 DREDGING, paragraph PAYMENTS. Time will be calculated to the nearest one-sixtieth (1/60) hour for payment.

1.2.3 Designated Billing Office

The designated billing office for this contract shall be Department of the Army, Vicksburg District, Corps of Engineers, ATTN: CELMK-OD-RN, 4155 Clay Street, Vicksburg, Mississippi 39180-3435, telephone (601) 631-5452.

1.3 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 covering 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 pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U. S. Coast Guard Instruction M16672.2, Navigation Rules. International-Inland (Comd Inst M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 89 (Inland) as applicable.

1.4 PLANT

a. General

The Contractor agrees to place plant on the job meeting the requirements herein specified. The plant shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications and the plant shall be subject to inspection of the Contracting Officer at all times. It is understood that award of this contract shall not be construed as an agreement on the part of the Government that plant listed by the Contractor in his bid is adequate for the performance of the work. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply.

b. Performance of Plant

By bidding this contract the Contractor is guaranteeing that the dredging plant furnished will perform efficiently and safely under the conditions described in these specifications. If, after trial of five days, it is adjudged by the Contracting Officer that the dredging plant is not performing efficiently and safely the Contractor's right to proceed may be terminated in accordance with Contract Clause, DEFAULT, (FAR 52.249-10). If, after satisfactory performance during the trial period, it becomes apparent that its performance does not equal the performance during the five day period, the Contractor's right to proceed may be terminated at the discretion of the Contracting Officer.

c. Unserviceable Plant

If, at any time during the life of the contract, the Contracting Officer shall determine that any item of plant or part thereof is inadequate for the service required, is not being operated at full capacity, has become unserviceable or unsafe, incapable of efficient work, or is not being efficiently operated because of reduced or incompetent crew, he will notify the Contractor in writing of his decision. The Contracting Officer will either suspend operations or direct that the item of plant or part thereof be removed from the work until the defects are corrected; and after giving such notice, the rate of payment for the entire plant will be reduced in the ratio that the output falls short of that established by the five day trial period (see paragraph b) with allowances for changes in dredging conditions, until the defects are corrected or incompetent crew is replaced, or crew is increased to the satisfaction of the Contracting Officer in accordance with subparagraph b. The Contractor may substitute other plant of similar capacity and power satisfactory to the Contracting Officer for any item of plant or part thereof condemned or ordered removed from the work as unfit.

d. Control

(1) The plant and its crew will work under the actual supervision of the Contractor. The Contracting Officer, or his representatives, shall direct the time and location of the work to be accomplished.

(2) The Contractor, or a representative with full authority to act for him with reference to care and operation of the plant, shall be on the site of the work at all times.

e. Movement of Plant

All moving and towing of the dredge and attendant plant from point of delivery to jobs covered in these specifications, or as directed by the Contracting Officer, will be done by the Contractor. The Contractor will be notified 5 days in advance of the movement of the dredge plant to permit assembly of equipment and towboat. When moving to a new assignment requiring shore pipe line, it will be responsibility of the Contractor to assemble and lay the shore pipe line ready for use prior to the arrival of the dredge. When operations are suspended, as provided in paragraph DURATION OF CONTRACT subparagraph ~~bc~~, towing of the dredge and attendant plant to the nearest safe harbor, when deemed advisable or necessary by the Contractor and approved by the Contracting Officer, will be performed by the Contractor.

f. Operation and Repair

The Contractor shall furnish at his own expense all labor, fuel, necessary equipment for transportation of fuel to dredge, appliances, appurtenances, equipment, materials, subsistence and supplies, and bear all expense incident to the efficient operation of his plant in connection with the work of dredging under the contract. The Contractor shall also bear all direct overhead and collateral expenses incident to the operation, upkeep, and repair of all items of plant. He shall maintain the plant in good state of repair, shall arrange for a supply of renewal parts to be on hand when needed for the dredge and each kind of attendant plant and shall provide and maintain the required crews for each item of plant employed in connection with the work. All floating pipe lines shall be supported by catamarans, small barges, or pontoons, bracing of sufficient strength and stability to adequately support the pipe during dredging and towing operations. Trestles for the support of shorelines in shallow water and other places where necessary shall be built and maintained by the Contractor. All pipe lines must be kept in good condition at all times, and any pipe line leaks, or broken pipe line and/or connections must be promptly and properly repaired.

g. Responsibility for Contractor Plant and Government Property

The Government will not be responsible for loss or damage to the dredge and attendant plant or any government property aboard the dredge or attendant plant due to the fault or negligence of the Contractor. The Contractor shall release the Government and its officers and agents from all responsibility for damages to dock facilities, submerged and aerial crossings, bridges, moored vessels, or other damages ordinarily covered by fire and marine insurance.

1.5 DURATION OF CONTRACT

a. The Contract Base Year will be three hundred sixty-five (365) days

from Date of Award, unless it becomes necessary to terminate the contract earlier under the provisions of Contract Clause entitled, CONTINUING CONTRACTS.

b. The Contract Option Year will be three hundred sixty-five (365) days from the date the Contracting Officer exercises the Contract Option Year, unless it becomes necessary to terminate the contract earlier under the provisions of Contract Clause entitled, CONTINUING CONTRACTS.

c. The Contracting Officer or the Contracting Officer's Representative reserves the right to suspend operations whenever, in his opinion, river or other conditions such as high river stages make dredging operations impracticable or uneconomical.

1.6 SERVICES TO BE FURNISHED TO THE GOVERNMENT

a. The Contractor will be required to:

(1) To furnish on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers and materials forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary for inspection.

(2) 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 discharge area.

b. 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.

1.7 LOUISIANA SEVERANCE TAXES

a. The bid submitted in response to this invitation shall not include any amount whatever for payment of any of the following taxes, fees, or charges:

(1) The Louisiana "Severance Tax" imposed by LAS R.R. 47:631 and made applicable to the dredging of fill material from rivers and bodies of water within the State of Louisiana by the Severance Tax Regulations promulgated by the Collector of Revenue dated 31 March 1968.

(2) Any amount claimed by the Louisiana Department of Wildlife and Fisheries for the privilege of removing fill from the water bottoms of the State of Louisiana.

b. If the Contractor is required to pay or bear the burden of any tax, fee, or charge described in paragraph a.(1) and/or a.(2) above, the contract price shall be increased by that amount which the Contractor is required to pay. However, no increase in contract price shall be made for any liability the Contractor may incur as a result of his fault or negligence of his failure to follow the instructions of the Contracting Officer.

c. The Contractor shall promptly notify the Contracting Officer of all

matters pertaining to taxes, fees, or charges as described herein which reasonably may be expected to affect the contract price and shall at all times follow the directions and instructions of the Contracting Officer in regard to the payment of such taxes, fees, or charges.

d. Before any increase in contract price becomes effective in accordance with the provisions of this clause, the Contractor shall warrant in writing that no amount of such taxes, fees, or charges was included in the contract price as a contingency reserve or otherwise.

1.8 SAFETY

This contract is subject to the requirements of EM 385-1-1, "U. S. Army Corps of Engineers Safety and Health Requirements Manual," dated September 1996. No separate payment will be made for compliance with the requirements.

1.9 ACCIDENT INVESTIGATIONS AND REPORTING

Refer to EM 385-1-1, Section 1, "Program Management," paragraph 01.D, "Accident Reporting and Record keeping". Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported in writing to the Contracting Officer or his representative within one working day after the accident occurs.

1.10 ACCIDENT PREVENTION PLAN

Refer to Contract Clause, ACCIDENT PREVENTION(Alternate I). Within 15 days after Award of the contract, an Accident Prevention Plan shall be submitted to the Contracting Officer for review and acceptance. The plan shall be prepared in the following format:

- a. An executed LMV Form 358-R, "Administrative Plan" (available upon request), see App A, "Minimum Basic Outline for Accident Prevention Plans" of EM 385-1-1.
- b. An executed LMV Form 359-R, "Activity Hazard Analysis" (available upon request), see paragraph 01.A.09 and figure 1-1 of EM 385-1-1.
- c. A copy of company policy statement regarding accident prevention.
- d. When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be submitted on LMV Form 414R Fuel Oil Transfer, (available upon request). (Refer to 33 CFR 156.)
- e. The Contractor shall not commence physical work at the site until the plan has been accepted by the Contracting Officer, or his authorized representative.

1.11 DAILY INSPECTIONS

The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Originals of the reports of daily inspections shall be furnished to the Chief Inspector at the jobsite. The reports shall be records of the daily inspections and resulting actions. Each report will include, as a minimum, the following:

- a. Phase(s) of construction underway during the inspection.

- b. Locations or areas inspections were made.
- c. Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

1.12 MACHINERY AND MECHANIZED EQUIPMENT

Machinery and mechanized equipment used under this contract shall comply with the following:

a. When a rubber-tired front end loader, bulldozer, etc., is operated on a floating plant, either a bumper or curb with a minimum height of one-third of the outside diameter of the largest tire on the equipment, a barge tied alongside, or other means approved in writing by the Contracting Officer shall be used to prevent equipment from moving or falling into the water.

b. The stability of crawler, truck, and wheel-mounted cranes shall be assured.

(1) The manufacturer's load-rating chart may be used to determine the maximum allowable working load for each particular crane's boom angle provided a test load, with a boom angle of 0.35 rads, confirms the manufacturer's load-rating table.

(2) Stability tests are required if:

(i) there is no manufacturer's load-rating chart securely fixed to the operator's cab;

(ii) there has been a change in boom or other structural members;
or,

(iii) there has been a change in the counterweight.

The test shall consist of lifting a load with the boom in the least stable undercarriage position and at an angle of 0.35 rads above the horizontal. The test shall be conducted under close supervision on a firm, level surface. The load that tilts the machine shall be identified as the test load. The test load moment (in N.m) shall then be calculated by multiplying the horizontal distance (in m) from the center of rotation of the machine to the test load, times the test load (in N). Three-fourths of this test-load moment shall then be used to compute the maximum allowable operating loads for the boom at 0.35, 0.70, 1.05, and 1.40 rads above horizontal. From these maximum allowable operating loads, curve shall be plotted and posted in the cab of the machine in sight of the operator. These value shall not be exceeded except in the performance test described below. The test load shall never exceed 100 percent of the manufacturer's maximum rated capacity.

(3) In lieu of the test and computations above, the crane may be load tested for stability at each of the four boom positions listed above.

c. Performance tests shall be performed in accordance with Section 16 of EM 385-1-1, "SAFETY AND HEALTH REQUIREMENTS MANUAL", except as

specified below. Performance tests shall be conducted after each stability test, when the crane is placed in service on a project, and at least every 12 months.

(1) When conducting performance load test which is required of a new crane or a crane in which load sustaining parts have been altered, replaced, or repaired (excluding replacement of the rope), the test load shall be as specified in ASME/ANSI B30 series. That is, for overhead, gantry, portal, pillar, tower, monorail, and underhung cranes, the test load shall not exceed 125 percent of the manufacturer's load rating capacity chart at the configuration of the test for hammerhead tower, mobile, and floating cranes and boom trucks, the test load shall not exceed 110 percent of the manufacturer's load rating capacity chart at the configuration of the test.

(2) When conducting a performance load test which is required because a crane is reconfigured, or reassembled after disassembly, or because the crane requires an annual load test, the test loads shall not exceed 100 percent of the manufacturer's load rating capacity chart at the configuration of the test.

(3) All load tests are required to be conducted in accordance with the manufacturer's recommendations.

d. Inspections shall be made which will ensure a safe and economical operation of both cranes and draglines with inspection document. Copies of the inspections and tests shall be available at the jobsite for review. All stability and performance tests on cranes and all complete dragline inspections shall be witnessed by the Contracting Officer or his authorized representative.

e. A complete dragline inspection shall be made:

(1) at least annually; and

(2) prior to the dragline being placed in operation;

(3) after the dragline has been out of service for more than 6 months.

f. All heavy equipment moved on to the worksite shall be inspected using the appropriate LMV Inspection Forms (available upon request). All requests, including abatement schedule of any violations, shall be maintained at the jobsite for continued review and update as needed. (DIVR 385-1-70, 1 JAN 1990)

1.13 MANDATORY CONDITIONS FOR WORK INVOLVING MARINE PLANT

a. 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 prior to commencement of physical work at the job site and annually thereafter by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or Society of Accredited Marine Surveyors (SAMS) and having at least 5 years experience in commercial marine plant and equipment. 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 the designated authority upon request.

b. A Dredge Safety Inspection Check List (LMK Form 2072) will be supplied to the Contractor at anytime before any work commences. The Contractor will use this form as a guide to check and correct any safety deficiencies. Before final acceptance of the dredge, a Contracting Officer's employee will use this same form to make another inspection of the dredge plant. All deficiencies found on LMK Form 2072 shall be corrected prior to commencement of work or an abatement plan addressing these deficiencies shall be submitted to the District Safety Office for review and approval.

1.14 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" x 36") which leads to a different exit route. Refer to Section 19, "Floating Plant and Marine Activities" of EM 385-1-1. (DIVR 385-1-70) (1 Jan 1990)

1.15 EMERGENCY ALARMS AND SIGNALS

a. 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.

b. Signals

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

(2) Abandon Ship Signals. The signal for abandon ship shall be in accordance with para 97.13-15c of reference cited in b.(1) above.

(3) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond. (DIVR 385-1-70, 1 Jan 1990)

1.16 HURRICANE PLAN

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

- a. The time each phase of the plan will be put into 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.
- b. The safe harbor for personnel and plant specifically identified.
- c. The name of the boat which will be used to move the plant, its type, capacity, speed, and availability.
- d. The estimated time necessary to move the plant to the safe harbor after movement is started.

(DIVR 385-1-70, 1 Jan 1990)

1.17 COAST GUARD MOTORBOAT OPERATOR'S LICENSE

A Coast Guard Motorboat Operator's License shall be required for the operator of any motorboat 26 feet long or longer.

1.18 WORKING IN THE VICINITY OF STRUCTURES OR UTILITY CROSSINGS

a. The Contractor shall provide at least project channel dimensions over all utility crossings. The Contractor shall submit for approval by the Contracting Officer a detailed plan of operation at each pipe line or utility crossing where surveys indicate project channel does not exist. Where dredging to the required dimensions might endanger any structure, the Contracting Officer may reduce the required excavation in the vicinity of such structure. The plan shall contain emergency measures to be taken in the event of an accident. The Contractor shall notify the owners of pipe lines or utilities at least 3 days prior to operating within 150 feet of a pipe line or utility. The Government will not be responsible for any damage to structures or utilities due to the Contractor's deviation from the approved plan.

b. Responsibility for Contractor Plant and Government Property

The Government will not be responsible for the dredge and attendant plant or any Government property aboard the dredge or attendant plant or any accidental damage thereto during the period of the contract. The Contractor shall release the Government and its officers and agents from all responsibility for damages to dock facilities, submerged and aerial crossings, bridges, moored vessels, or other damages ordinarily covered by fire and marine insurance.

1.19 OUTBOARD BOATS

All boats less than 26 feet in length shall meet either BIA Standards for minimum flotation and capacity, or the certification requirements of the U.S. Coast Guard. The Contractor shall be required to provide satisfactory evidence of compliance. Such evidence should be a certification by the boat manufacturer, combined with an inspection to ensure that the boat had not been altered in a manner that reduced the safety features, or sufficient tests that would indicate the actual compliance with the BIA Standards.

1.20 WARRANTY

The Contractor warrants to the Government the quiet and peaceable use of the aforesaid property, and in case of any disturbance, by suit or

otherwise, will defend the same free of charge to the Government in or before the proper State or United States courts. (ECI, App. A)

1.21 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible that his employees strictly comply with all Federal, State, and municipal laws that may apply to operations under the contract and it is understood and agreed that the Contractor assumes full responsibility for the safety of his employees, plant, and materials and for any damage or injury done by or to them from any source or cause, except damage caused to plant or equipment by acts of the Government, its officers, agents or employees, in which event such damages will be the responsibility of the Government in accordance with applicable Federal laws. For the purpose of this clause, the terms "officers, agents or employees" of the Government shall not include persons who are employed by the Contractor and whose services have been furnished to the Government pursuant to this or any other contract. (ECI, App. A)

1.22 FUEL CONSUMPTION REPORTING REQUIREMENTS

The Contractor shall furnish to the Government inspector a report of the quantities of fuel consumed during the previous month in execution of the work covered by the contract. The quantities reported shall include fuel consumed by the Contractor and all of his subcontractors, for all of the plant during the preceding month. This information may be consolidated and will be included in the Report of Operations-Pipeline, Dipper or Bucket Dredges, ENG Form 4267 which is routinely prepared by the Government inspector.

1.23 MINIMUM REQUIRED INSURANCE

(The following is applicable if the services involved are performed on a Government Installation. Government Installation is defined as property where the Government holds by fee simple title, by construction right-of-way, or perpetual easement, etc., an interest in real property.) See Contract Clause, INSURANCE-WORK ON A GOVERNMENT INSTALLATION.

a. Workmen's Compensation and Employer's Liability Insurance

The Contractor shall comply with all applicable workmen's compensation Statutes of the State(s) where the work is to be performed and shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.

b. General Liability Insurance

Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy.

c. Marine Insurance

Hull policy must be endorsed for towers liability (tow and cargo) and the amount of the policy must be supplemented by excess towers liability in the minimum amount of \$1,000,000, and also by excess protection and indemnity insurance in an amount not less than \$1,000,000. All policies must be endorsed for navigation limits applicable to this contract. The United States Corps of Engineers, Vicksburg District, must be named as an additional insured on all policies, and the policies shall contain an endorsement waiving

subrogation against the United States. In the event of material changes in coverage or of cancellation of any policy, written notice shall be given to the Contracting Officer at least 30 days prior to the effective date of such change or cancellation.

1.24 MARINE EQUIPMENT OWNERSHIP AND OPERATING SCHEDULE

The operating expense for marine equipment is described in EP 1110-1-8, "Construction Equipment Ownership and Expense Schedule, Region III", as referred to in the Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE.

1.25 SUBMITTAL OF SUBCONTRACTING PLAN

- a. This clause does not apply to small business concerns.
- b. After bid opening, and within 7 days, the apparent low bidder, upon telephone notification by the Small and Disadvantaged Business Utilization Specialist, shall submit a Small Business and Small Disadvantaged Business Subcontracting Plan. The plan shall be submitted in accordance with Contract Clauses, UTILIZATION OF SMALL BUSINESS CONCERNS and SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN-ALTERNATE I, and the person responsible for administering the plan shall be named in paragraph, AGENT FOR SUBMITTING SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN of the Representations and Certifications.

1.26 PAYMENT INVOICES

a. The Federal Acquisition Regulation requires that the "REMIT TO" address on the invoice match the "REMIT TO" address on the contract or a proper notice of assignment. The payment office will verify a match of the "remit to" address in the contract and contractor's invoice prior to payment. If the addresses do not match, the invoice will be determined improper and returned to the Contractor for correction and resubmission. If an invoice is improperly returned, the original invoice date shall be used as the basis for determining interest to be paid in accordance with the PROMPT PAYMENT ACT.

b. The Contract Clause entitled PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS requires that a proper invoice for payment include substantiation of the amounts requested. Office of Management and Budget Circular A-125 (REV), PROMPT PAYMENT, dated December 12, 1989, defines "substantiation of the amount requested" for construction contracts as the following information:

- (1) An itemization of the amounts requested related to the various elements of work required by the contract covered by the payment requested.
- (2) A listing of the amount included in the invoice for work performed by each subcontractor under the contract.
- (3) A listing of the total amount of each subcontract under the contract.
- (4) A listing of the amounts previously paid to each subcontractor under the contract.

(5) Additional supporting data in a form and detail required by the Contracting Officer.

c. Failure to include the above information in your invoice will result in the invoice being considered defective under the provisions of the PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS clause of the contract and returned to you for correction and resubmission.

1.27 HARBOR MAINTENANCE FEE

Offerors or bidders contemplating use of U.S. ports in the performance of the contract are subject to paying a harbor maintenance fee on cargo. Federal law establishes an ad valorem port use fee on commercial cargo imported into or exported from various U.S. ports. The fee is 0.125 percent(.00125). Cargo to be used in performing work under contracts with the U.S. Government is not exempt from the fee, although certain exemptions do exist. Offerors are responsible for ensuring that the applicable fee and associated costs are taken into consideration in the preparation of their offers. Failure to pay the harbor maintenance fee may result in assessment of penalties by the Customs Service.

The statute is at Title 26 U.S. Code sections 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports subject to the fee, are found at 19 CFR Section 24.24, Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, NW, Washington, D.C. 20229.

1.28 OFFICE ACCOMODATIONS FOR INSPECTORS

The Contractor shall provide an office on board the dredge for the Government inspectors. The office shall be at least 150 square feet and shall be properly lighted, ventilated, heated, and cooled to maintain an inside temperature of 75 degrees F at all times when the dredge is operating. The sound level in the office shall not exceed 85 db. The office shall contain the following furniture and equipment:

- A lockable desk.
- Four chairs, two of which are padded, swivel, tilt chairs with arms.
- A 3-drawer file cabinet.
- A computer work desk.
- A lockable equipment cabinet.
- A serviceable, flushable toilet, meeting Federal, State, and local requirements. (Chemical toilets are not acceptable.)
- A bathroom with hot and cold potable running water at the wash basin or sink.
- A copy machine, which can also be used by the Contractor, capable of making an 8-1/2" X 14" duplex copy on plain paper. (Heat sensitive paper copies are not acceptable.)

All costs for accommodations shall be included in the contract price per hour.

1.29 MEALS SUPPLIED TO GOVERNMENT EMPLOYEES

If the Contractor maintains facilities on site for the subsistence of his own employees, he shall furnish meals to Government inspectors employed on the work, and to all Government employees who may visit the work on

official business. The Contractor will be responsible for collecting from all Government employees \$5.00 per person for each meal furnished.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 02482

DREDGING

PART 1 GENERAL

1.1 REFERENCES

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

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 PAYMENTS

1.2.1 Lease Time (PAYMENT ITEMS 0001AA, 0001AB, 0001BA, 0001BB, 0001CA, 0001CB, 0002AA, 0002AB, 0002BA, 0002BB, 0002CA and 0002CB, as applicable,)

Payment will be made as bid, subject to the provisions as set forth below. Payment will be based on Item Nos. 0001AA, 0001BA, 0001CA, 0002AA, 0002BA, and 0002CA, as applicable, until the sum of the Effective Time (100 percent payment) and 80 percent of the Non-Effective Time (80 percent payment) is greater than the "A" item hours. Payment Items 0001AB, 0001BB, 0001CB, 0002AB, 0002BB, and 0002CB, as applicable, will be the basis for payment for all time greater than the "A" item hours.

a. Effective Time

The following will be considered effective time and will be paid at the applicable contract price per hour.

(1) Pump Time

Actual time of dredging when the dredge is under operation, with the cutterhead moving material, and such material is being passed through the pipe line.

(2) Passing Vessels

Time lost while making openings in floating discharge pipe lines or swinging to one side of the channel to allow vessels to pass. The Contractor shall make such openings upon signal of any vessel or craft desiring to pass.

(3) Washing Operations

Actual time spent in washing operations and repositioning underwater pipeline when discharge is used to flush underwater material and debris from areas that cannot be dredged. Such areas are gate recesses and sills at lock chambers, and underneath docks or piers.

b. Non Effective Time

The following will be considered non-effective time and will be paid at eighty (80) percent of the applicable contract price per hour:

(1) Prepare to Move, Move Same Job, Locking Through

Actual time lost up to, but not more than four (4) hours for each of the following: preparing to move from one job to another, preparing the dredge for pumping upon arrival at a new job, or upon startup at the first work site or start-up after suspension, and locking the dredge and attendant plant through a lock. Actual time lost up to, but not more than 6 1/2 hours for moving from one location to another on the same job. Moves of less than 20 miles will be considered "same job" provided the dredge is moved at least 3 mph and is fully crewed. In instances where the floating pipeline length exceeds 1000 feet up to two (2) additional hours will be allowed in preparing to dredge for each 1000 feet of additional pipeline.

(2) Move Anchors, Handle Pipe, Change Wires

Actual time lost due to moving and changing swing anchors, changing swinging wires to previously prepared pendants, or making changes in discharge lines such as adding pontoons or shoreline pipe as may be necessary. Also actual lost time due to failure of retaining dikes, spillboxes and outfalls through no fault of the Contractor. In the latter case, the Contractor will furnish all necessary equipment and personnel to make repairs.

(3) Clean Pump, Wash Pipeline

Actual time lost due to removal of logs, driftwood, rocks, etc., from the pump, pipeline and cutterhead or removal of drift from the pontoon line, and necessary time lost due to washing out pipe line before handling. Also, actual time lost up to, but not more than four hours due to dredge shutdowns authorized by the Contracting Officer to replace the pump impeller with either different diameter impeller or an impeller with a different number of vanes, or installing or replacing a knife in the pump. Also, actual time lost up to but not more than one hour due to dredge shutdowns authorized by the Contracting Officer to change the dredge cutterhead to a cutterhead of a different type. The intent of payment for delays authorized by the Contracting Officer to permit the Contractor to change pump impellers, install knives, and dredge cutterheads is to obtain the greatest efficiency of operations under changing conditions, such as varying material, length of line, etc. Payment will not be made under this paragraph for replacing worn out impellers and/or dredge cutterheads that have lost their efficiency because of wear.

(4) Prepare for Suspension

When operations are suspended under the provisions of Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph DURATION OF CONTRACT, subparagraph ~~"b."~~ "c.", payment will continue at eighty (80) percent of the contract price per hour for a period not to exceed 4 hours to allow the Contractor to prepare dredge, pipeline, and attendant plant for towing or for lay-up at a nearby site. The

dredge and attendant plant should be tied up in such a manner and location so as not to be a hindrance to navigation. Lay-up in the immediate vicinity of the Locks and Dams on the Red River is a hazard to navigation. The Contractor will be paid up to 8 hours of non-effective (80 percent) time for moving the dredge and attendant plant to the nearest location which is not a hazard to navigation.

(5) Short Term Standby

Actual time lost due to dredge standby time at the direction of the Contracting Officer. This is to provide for situations, caused by conditions beyond the Contractor's control and which usually delay operations only a few hours (but could be several days). Examples of this type condition are as follows: Upon arrival at the job site the dredge is unable to begin dredging because another dredge or vessel is temporarily in the way. Insufficient notice was given for constructing a shoreline and the dredge must wait for completion of the shoreline. This paragraph does not cover the temporary suspensions provided for under Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph DURATION OF CONTRACT.

(6) Weather

Actual time lost due to inclement weather (fog, wind, thunderstorms, etc.) on an assignment or while in route between assignments.

1.2.2 Lost Time

Payment will not be made for:

- a. Lay time upon completion of an assignment or lay time after arrival at location of a new assignment when such time is not incurred at the direction of the Contracting Officer; or when through negligence of the Contractor the necessary equipment is not available or in operating condition at the new assignment, or for time during suspension of operations, as provided in Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph DURATION OF CONTRACT, subparagraph ~~"b"~~ **"c"**.
- b. Time lost due to shutdown for the repair or the replacement of worn out or unserviceable equipment and time lost due to pulling a line together when the joints open, replacing damaged shoreline pipe or pontoons, unless shoreline pipe is damaged by caving bank or pontoons are damaged by drift through no fault or negligence of the Contractor.
- c. Time during which the dredge is engaged in removing misplaced material and dredging time lost due to removal of obstructions as required in Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph MISPLACED MATERIALS.
- d. Time during which the dredge is engaged in dredging for others, time being computed from time the dredge shuts down until the dredge is back in position and material is being passed through the pipeline.
- e. Time lost due to shutdown ordered by the Contracting Officer due to nonconformance to EM 385-1-1. (See Clause ACCIDENT PREVENTION of the Contract Clauses and safety requirements of these specifications.)

f. Time lost due to insufficient crew size and the inability to perform efficiently simultaneous dredging operations and on-shore disposal operations as determined by the Contracting Officer or his representative. (See paragraph CREW.)

g. Time lost in priming main dredge pump that is in excess of five (5) minutes.

h. Time that is in excess of any of the maximum times set forth above under paragraph LEASE TIME (PAYMENT ITEMS 0001AA, 0001AB, 0001BA, 0001BB, 0001CA, 0001CB, 0002AA, 0002AB, 0002BA, 0002BB, 0002CA and 0002CB), subparagraph NON EFFECTIVE TIME.

i. When the dredge is shut down for any of the reasons as set forth above, the ensuing time shall remain under that classification until the cause of the shutdown has been removed and no claim shall be allowed for other work performed during that time unless the Contracting Officer orders the dredge and attendant plant to move to a new location.

1.2.3 Mobilization (PAYMENT ITEMS 0001D and 0002D)

a. All costs connected with the mobilization of all of the Contractor's dredging plant and equipment will be paid for at the applicable contract lump sum price. One hundred percent (100 percent) of the applicable contract lump sum price for mobilization (PAYMENT ITEMS 0001D and 0002D) will be paid to the Contractor upon completion of his mobilization at the work site, except as follows. When and if the Contract Option Year is exercised, no payment will be made for mobilization under PAYMENT ITEM 0002D if the Contractor remains mobilized as a result of work under the Contract Base Year.

b. In the event the Contracting Officer considers that the amount in Payment Item 0001D and or 0002D, 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 his bid. Failure to justify such price to the satisfaction of the Contracting Officer will result in payment of the actual mobilization costs, as determined by the Contracting Officer at the completion of mobilization. The remainder of this item will be paid in the final payment under this contract.

c. Payments for mobilization of the dredging plant and equipment at a point of delivery other than the one specified in paragraph FIRST WORK LOCATION will be determined and made as follows:

(1) For the purpose of determining payments, the Contractor's location of dredging plant will be that stated as the site of inspection indicated on the bid form.

(2) Payments will be subject to a decrease or increase depending on whether the new point of delivery is nearer or farther, to the Contractor's location of dredging plant, than the location specified in paragraph FIRST WORK LOCATION.

(3) The adjustment will be applied at the contract unit price for "Miles Moved Upstream" or "Miles Moved Downstream," as stated in paragraph MOVING BETWEEN ASSIGNMENTS below.

1.2.4 Demobilization (PAYMENT ITEMS 0001E and 0002E)

a. All costs connected with the demobilization of all of the Contractor's dredging plant and equipment will be paid for at the applicable contract lump sum price. One hundred percent (100 percent) of the applicable contract lump sum price for demobilization (PAYMENT ITEMS 0001E and 0002E) will be paid to the Contractor upon completion of his demobilization and may be included in the final payment, except as follows. When and if the Contract Option Year is exercised, no payment will be made for demobilization under PAYMENT ITEM 0001E of the Contract Base Year if the Contractor remains mobilized as a result of work under the Contract Base Year. Suspension of work by the Government during the Contract period will not constitute demobilization.

1.2.5 Remobilization (PAYMENT ITEMS 0001F and 0002F)

a. When remobilization is ordered by the Contracting Officer after periods of suspension, the Contractor will be paid for remobilization at the contract unit price for this item. Payment for movement of the dredge to the site of remobilization will be computed based on the site of suspension.

b. When and if the Contract Option Year is exercised, additional payment will be made for remobilization under PAYMENT ITEM 0002F of the Contract Option Year if the Contractor does not remain mobilized as a result of work under the Contract Base Year.

1.2.6 Moving Between Assignments

When the dredge is moved from the point of delivery to jobs covered in these specifications or between jobs as directed by the Contracting Officer's Representative, downstream moves will be paid at a rate of 20 percent of the applicable hourly rate (Items 0001AA, 0001AB, 0001BA, 0001BB, 0001CA, 0001CB, 0002AA, 0002AB, 0002BA, 0002BB, 0002CA and 0002CB), per navigation mile. Upstream moves will be paid at a rate of 30 percent of the applicable hourly rate (0001AA, 0001AB, 0001BA, 0001BB, 0001CA, 0001CB, 0002AA, 0002AB, 0002BA, 0002BB, 0002CA and 0002CB), per navigation mile. The moves will be performed by the Contractor's vessels.

1.2.7 Dredge Towing Service (PAYMENT ITEMS 0001G, 0002G, 0001H, and 0002H)

When directed by the Contracting Officer, the Contractor shall furnish an additional towboat of not less than 1800 HP to move the dredge from one location to another. Payment for this service will be at the applicable contract Bid Price per Navigation mile based on Navigation charts and rounded to the nearest mile. This payment will be in addition to that specified in paragraph MOVING BETWEEN ASSIGNMENTS above. The Contractor will be given at least 24 hour notice of the requirement for this service.

1.2.8 Shore Crew (PAYMENT ITEMS 0001J and 0002J)

When directed by the Contracting Officer, the Contractor will supply a shore crew consisting of a foreman, dozer operator and three (3) laborers on each shift to provide 24 hour service. Payment for this item will be at the applicable Contract Bid Price per day. This payment will not be for the building or disassembling shoreline as covered in paragraph SHORELINE CONSTRUCTION (PAYMENT ITEMS 0001K and 0002K) below.

1.2.9 Shoreline Construction (PAYMENT ITEMS 0001K and 0002K)

The Contractor will be paid for building/removing shoreline pipe at the applicable Contract Bid Price per linear foot. Payment will be made after the pipeline has been placed and removed from the site.

1.2.10 Deductions for Inoperative Plant

In accordance with paragraph INOPERATIVE PLANT, the Contractor's daily payments will be reduced for each full day, beginning at midnight, in which the plant is inoperative. Partial days will not be counted. The following amounts will be deducted for inoperative attendant plant:

Dredge Tender	\$700.00 per day
Inspector's Skiff	\$300.00 per day
GPS Positioning System	\$200.00 per day

1.2.11 Deductions for Absent Crew Members

In accordance with paragraph MINIMUM CREW, \$200.00 will be deducted from the Contractor's payments for that day for each absent crew member, including the GPS Computer Operator.

1.3 OPTIONAL BID ITEMS

1.3.1 Removal of Rock and Other Debris (PAYMENT ITEMS 0001L and 0002L)

Unknown quantities of stone (riprap) exist in various places in the areas to be dredged. This material, which may include loose rock (not solid bed rock), rip rap, sand, clay, stumps or other material shall be removed as directed by the Contracting Officer or his authorized representative and placed on Contractor-furnished flat deck barges. When, in the opinion of the Contracting Officer, removal of rock or other debris by hydraulic means causes undue wear-and-tear on the dredge, or the dredge cannot effectively remove the material, the optional bid item "Removal of Rock and other Debris" may be exercised at the sole option of the Contracting Officer. The Government will identify an unloading site within 5 miles of each excavation area. The Contractor shall transport the excavated material to the designated unloading site and unload the material from the barge. No mileage will be paid for transporting material to the disposal site. The Contractor shall furnish all labor and equipment including excavating equipment, towboats, empty barges, and any other attendant plant required for operation. Excavating equipment furnished under this item must be capable of accurately removing material within a tolerance of 1 foot vertically in water depths up to 25 feet. The excavator barge shall be equipped with spuds to permit precise location of the barge in up to 25 feet of water. Payment for this item will be calculated according to the displacement of the loaded barges. Official displacement tables for each barge used shall be furnished to the Government inspector by the Contractor.

1.3.2 Mobilization/Demobilization of Rock Excavating Equipment (PAYMENT ITEMS 0001M and 0002M)

All costs associated with mobilizing and demobilizing all of the equipment used in paragraph REMOVAL OF ROCK AND OTHER DEBRIS (PAYMENT ITEMS 0001M and 0002M) will be paid at the applicable contract lump sum price upon completion of mobilization. Mobilization shall be completed and the Contractor shall be ready to begin excavation within 10 days after the

Contractor is directed to mobilize. The initial point of mobilization will be at Red River mile 39. Multiple mobilization/demobilizations, if ordered, will be paid at this same rate.

1.3.3 Upstream Movement of Rock Excavating Equipment (PAYMENT ITEMS 0001N and 0002N)

Upstream movement of all of the equipment used in paragraph REMOVAL OF ROCK AND OTHER DEBRIS (PAYMENT ITEM 0001L and 0002L) directed by the Contracting Officer or his authorized representative beyond the initial point of mobilization, or between excavation sites will be paid under these items, as applicable. Payment will be rounded to the nearest mile, based on the mileage published in the latest edition of the Flood Control and Navigation Maps issued by the U.S. Army Corps of Engineers.

1.3.4 Downstream Movement of Rock Excavating Equipment (PAYMENT ITEMS 0001P and 0002P)

Downstream movement of all of the equipment used in paragraph entitled REMOVAL OF ROCK AND OTHER DEBRIS (PAYMENT ITEMS 0001L and 0002L) directed by the Contracting Officer or his authorized representative will be paid under these items, as applicable, until the equipment returns to the initial point of mobilization. Payment will be rounded to the nearest mile, based on the mileage published in the latest edition of the Flood Control and Navigation Maps issued by the U.S. Army Corps of Engineers.

1.4 GENERAL

It is the intent of these specifications to secure for the Government the lease and operation of a cutterhead hydraulic pipeline dredge, including all attendant plant, conforming to the Technical Specifications, complete in all respects.

1.5 WORK LOCATIONS

1.5.1 First Work Location

The first location of work under this Contract is expected to be in the vicinity of Lock and Dam No. 2, Mile 74, on the Red River.

1.5.2 Other Locations

It is possible that dredging at other locations in the Vicksburg District or other Districts adjacent to the Vicksburg District will become necessary. In such case, that work may be performed under this Contract. The Government will direct the order of work. The Contractor should take notice that, if dredging is needed in Districts adjacent to the Vicksburg District, such work shall be performed under this Contract and its terms and conditions.

1.5.3 Work by Others

This Contract does not guarantee the successful Contractor all the work on the above waterways and work done by others on these waterways shall not constitute the basis for a claim by the Contractor.

1.5.4 Varying Conditions

Line lengths, disposal lift heights, and disposal techniques on the above

projects may vary from those set forth above.

1.6 CREW

The Contractor shall furnish and pay all necessary crew and supervisory personnel required for the satisfactory and efficient operation of the dredge and attendant plant. The crew shall be able to clear pump or suction and add or remove floating or shoreline pipe simultaneously.

1.6.1 Minimum Crew

As a minimum, the following personnel are required for the dredge to comply with the Contract. At the discretion of the Contracting Officer the dredge may be allowed to operate if crew members are absent, subject to the conditions below and the deductions specified in paragraph DEDUCTIONS FOR ABSENT CREW MEMBERS. The dredge will not be allowed to operate unless at least six crew members are present who are qualified to fill the six positions listed in paragraph "b. SHIFT CREW", below.

a. DAY CREW

- 1 Captain
- 1 Deck Captain
- 1 Chief Engineer
- 1 Clerk
- 1 Motorboat Operator
- 1 Welder

A clear chain of command will be provided for each shift. This shall be a person or persons authorized to act for the Contractor in his absence.

b. SHIFT CREW

In addition to the day crew listed above, the Contractor shall provide two separate and fully manned shift crews for normal operation, with the following personnel present during each shift.

- 1 Leverman
- 1 Mate
- 2 Boat Operators
- 1 Engineer
- 2 Deckhands
- 1 Oiler

c. Single Shift Operation

When river conditions warrant, the Contracting Officer may authorize single-shift operation of the dredge. During single-shift operations, the mate, engineer, and oiler may be deleted from the shift crew without penalty. Only one shift crew is required for single-shift operations.

d. Employees

The Contractor will be required to discharge any employee who, in the opinion of the Contracting Officer, is objectionable. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

1.6.2 Manning of Tank Barges

Tank barges need not be manned unless in the judgment of the Officer in Charge, Marine Inspection, United States Coast Guard, such manning is necessary for the protection of life and property and for the safe operation of the vessel; provided, however, that towing vessels, while towing barges which are not required to be manned, shall carry in the regular complement of the towing vessel and shall have on board at all times while towing at least one licensed officer or certified tankerman. (CG 123, paragraph 31.15-5, April 1964.)

1.6.3 Fuel Transfer

Enough of the crew shall be on duty to perform transfer operations. In the case of unmanned barges, the owners or operators of such barges shall insure that a person holding a valid license as master, mate, pilot or engineer, or a certified tankerman is on duty to perform transfer operations. The licensed person or certified tankerman shall be considered the person in charge of the unmanned tank barge. (CG 123, paragraph 35.35-1, April 1964).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 DREDGING EQUIPMENT

3.1.1 Size of Plant

The dredge shall be not less than 20-inch I.D. and meet the criteria as set forth in the table below. Dredges with greater discharge size, horsepower or output capacity than listed will be considered, however no consideration will be given to the extra size, horsepower or capacity. The discharge size will be considered to be the minimum diameter of either the pump discharge or discharge line, whichever is smaller.

SIZE OF DREDGE PUMP DISCHARGE (I.D.)	MINIMUM CONTINUOUS BHP CONNECTED TO DREDGE PUMP	MINIMUM CONTINUOUS BHP CONNECTED TO CUTTERSHAFT	MINIMUM OUTPUT PER PUMPING HOUR (CUBIC YARDS)
20"	1,200	200	627
24"	1,560	320	903
24" w/UW Pump	1,560	320	1,084

3.1.2 Digging Configuration

The dredge ladder and spuds shall be constructed and configured so the dredge can dig material to a depth of 40 feet below the water surface without exceeding a ladder angle of 45 degrees from horizontal. It shall be able to make a 150 foot bottom width cut in a single pass at a 60 foot water depth without exceeding a swing angle of 45 degrees to either side of the cut centerline. Spuds shall be capable of holding the dredge in place under the dredging conditions above in currents up to 7 feet per second. The dredge shall be capable of starting work and working efficiently in 10 feet of depth. The draft of the dredge shall not exceed 9 feet. The dredge shall be designed so that it can work efficiently and permit passage of other vessels while working in a 150-foot wide channel. A check (flap) valve shall be located on the dredge in the discharge line near the pump.

The suction pipe shall have a device that will degas the dredged material.

3.1.3 Spare Parts

The Contractor shall always have available at least three interchangeable pump impellers and at least two serviceable basket-type cutterheads in the sizes that can be accommodated by the pump to permit the dredge to work under varying conditions of length of discharge line and lift. Minimum production rate requirements stated in paragraph SIZE OF PLANT must still be met. Discharge line may vary from 300 feet to 6,500 feet in length, and the discharge lift may be as much as 35 feet.

3.2 ATTENDANT PLANT

Attendant plant shall include the following as minimum requirements and shall be composed of such fuel barges, tenders, floating discharge pipe, shoreline pipe, spill barges, derrick barges or anchor barges, water barges, and other attendant or auxiliary plant as may be required for dredging operations, whether or not items are specifically mentioned. The auxiliary and attendant plant shall be in good condition and of sufficient size and capacity to serve the dredging operation efficiently. No separate payment will be made for auxiliary or attendant plant. It will be considered as part of the dredging plant and shall always be in operating condition regardless of pay status of the dredge.

3.2.1 Pipeline Equipment

The following minimum pipeline equipment will be required:

- a. Three thousand five hundred feet of pontoon discharge pipeline with satisfactory pontoons, enough of which are equipped with winches to provide suitable anchorage for every 800 feet of floating line. Skidder barges may be substituted for winches on pontoon line.
- b. One shallow draft spill barge with a maximum draft of 2 feet, equipped with pipe saddles to support 40 to 50 feet of shoreline pipe and a spoon-type spreader. This is to allow placement of material 20 to 30 feet beyond the water's edge.
- c. One swivel elbow with a two-drum power winch and two elbow pontoons with two-drum power winches on each. Three skidder barges with power winches and adequate fairleads or chocks may be substituted for power winches on elbow pontoons.
- d. A baffle plate for pumping overboard.

3.2.2 Tractor

The attendant plant shall include one crawler-type tractor (similar or equal to a Caterpillar D-5) with low ground pressure tracks or one four-wheel drive swamp buggy with a front mounted blade. The machine must be able to push over small willows and prepare steep river banks for shoreline connections.

3.2.3 Derrick

The Contractor shall furnish one derrick barge stiff leg A frame, with at least 30 foot boom length. The barge shall be at least 60 feet by 25 feet by 5 feet. Also one (1) derrick barge, gin pole turntable type, with at

least 70 foot boom length, mounted on a barge at least 70 feet by 30 feet by 4 feet, or a crane mounted on a barge capable of serving in that capacity.

3.2.4 Landing Barges

The Contractor shall furnish a landing barge or pontoon at each landing so safe passage of personnel can be accomplished in getting from shore to the boats. A walkway will be constructed in conformance with the requirements of Section 19.B of EM 385-1-1. The walkway with a handrail will be placed wherever the Contracting Officer determines the danger of slipping is present.

3.2.5 Tenders

The Contractor shall furnish two dredge tenders, each with an operator and at least one deckhand for each shift, for 24 hours operation per day. At least one tender shall work efficiently in as little as five feet of water and shall have not less than 300 continuous shaft horsepower. One tender shall have not less than 600 continuous shaft horsepower. Both tenders shall have sufficient freeboard to operate safely in strong current and shall be of twin screw shallow draft construction. Tenders and operators shall meet all U.S. Coast Guard requirements for the areas in which work is performed.

3.2.6 Launch

The Contractor shall furnish one twin engine inspector's launch with a draft not to exceed two feet, with a minimum length of 19 feet and BIA rated for at least 130 horsepower. The boat should be of a cathedral hull design for use in layout work. The boat will be similar and equal to the Sea-Ark Little Giant, series manufactured by Sea-Ark Workboat Division, Monticello, AR. The cabin shall be fully enclosed with a front and rear door. The boat shall have polyurethane foam flotation installed and be certified by the Coast Guard or BIA for a capacity of five people including the operator for level flotation. This boat should be equipped with a sounding well and 12-volt D.C. electrical system for operation of a Government furnished Raytheon or Innerspace scroll-type sounding machine, a transducer correctly placed in hull of boat or secured to the outside of the hull, Differential GPS receiver with Neama output (i.e., Starlink or Trimble Pro XR or equal), an antenna needed for the function of the GPS equipment, and all interface cables to receive input from the GPS and depth sounder. An operator and a relief operator must be provided for operations of this vessel during daylight hours for sounding and general inspection duties. Any vessel not equipped or designed as specified above will not be accepted. The Contractor must have on the job site a spare motor and the necessary spare parts to keep the Inspector's launch in good operating condition. The Inspector's launch may be used by the Contractor when not needed by the inspectors, but must be made available for the inspector's use at any time.

3.2.7 Oil and Water Separator

The Contractor must have on the job site a U.S. Coast Guard approved multistage oil-water separator, and at least a 1,000 gallon waste oil tank for containment of oily bilge waste. This waste must be removed and disposed of by a licensed disposal facility.

3.2.8 Oil Containment Boom

The Contractor shall have on the job site at least 500 feet of floating oil containment "river boom". The boom shall have a weighted skirt which extends at least 12 inches into the water.

3.2.9 Volatile Fuels

The dredge tenders and other attendant plant requiring internal combustion engines for propulsion or auxiliary power requirements, except outboard motors, shall not be equipped with a type of engine requiring gasoline or other highly volatile fuels for operations.

3.2.10 Inoperative Plant

Attendant plant must be fully operational to comply with the Contract. At the discretion of the Contracting Officer, the dredge may be allowed to continue to operate if some attendant plant is inoperative, subject to the deductions specified in paragraph DEDUCTIONS FOR INOPERATIVE PLANT

3.3 TECHNICAL EQUIPMENT

3.3.1 Production Monitoring Equipment

The dredge shall be equipped with microprocessor based devices to continuously display the following information on a video monitor and record time averaged data at intervals of not more than 15 seconds:

- a. Dredge pump vacuum and discharge pressure
- b. Dredge pump revolutions
- c. Cutterhead depth
- d. Current date and time
- e. Someone trained in keeping this system up and running shall be on board or on call and available to respond within one hour at all times while the dredge is in 100 percent pay status.

3.3.2 Depth Sounder

The Contractor shall provide a depth sounding device(s) capable of obtaining continuous depth sounding measurements in the area of the forward hull of the dredge. The depth sounder shall be accurate to plus or minus 0.5 feet. The depth sounder shall be electronically interfaced with the GPS positioning system. The data obtained by the depth sounding device(s) shall be displayed in the lever room of the dredge.

3.3.3 Positioning Equipment

The dredge shall be equipped with a microprocessor based electronic Differential Global Positioning System (DGPS) capable of providing 24 hour real-time latitude and longitude positioning of the dredge cutterhead within a tolerance of 5 feet. The system must be capable of accepting programmed waypoints, and plotting a course between waypoints. The system shall include a video monitor mounted in clear view of the dredge operator, a magnetic media recorder (3.5-inch floppy disk, IBM-compatible ASCII format), and a roll-chart track plotter to continuously position, trace and record the location of the cutterhead relative to both the cut centerline

and the beginning of the cut. Minimum system outputs shall include the following:

- a. Cutterhead position coordinates compatible with layout maps
- b. Cutterhead offset from the centerline of the cut
- c. Distance downline from beginning of the dredge cut
- d. Current date and time

The dredge shall be equipped with a gyro compass of such precision that dredging can be conducted using compass bearings when dredging by GPS is impossible. The Contractor shall also furnish swing charts that show the width of swing at various swing angles and digging depths.

3.3.4 Data Records

The Contractor shall provide daily reports of the above data for each job location on both 3.5-inch magnetic disk and roll chart paper. These records will become the property of the Government.

3.3.5 Radios

The Contractor shall furnish and maintain the following radio equipment throughout the period of the Contract:

- a. Space for 24-inch wide by 41-inch high by 18-inch deep FM radio transceiver in the inspector's office on the dredge. A power source of 115 VAC plus 10 percent, 60 HZ, 5 AMP shall be provided for the transceiver.
- b. The Contractor shall furnish, maintain throughout the Contract, and operate according to FCC regulations, VHF FM ship's radio transceivers on the dredge, tenders and survey skiff. Transceiver output shall be less or equal to 25 watts, and at least 15 watts on the maritime frequency at 156.800 (Channel 16). Transceiver output power shall be less or equal to 3 watts and at least 1.5 watts on the maritime frequency of 156.650 (Channel 67) MHz 16 F3 emission, with plus or minus 5 KHz at 100 percent modulation.
- c. The dredge shall be equipped with either a radio or telephone that shall be used to provide oral communications between the dredge operator and the shoreline crew at the point of discharge and any other locations on the job site where crew members are working and left without transportation to and from the dredge.
- d. The Government will furnish and install on the dredge a fully operable radio transceiver and antenna when the work is started. Any needed repairs to the radio during the term of the Contract will be made by the Government. The Contractor shall remove the radio transceiver and antenna, and return it in good working order to the Government when the work is terminated. Communications on this frequency shall be limited to this Contract.

-- End of Section --