

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 5/4/01	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY U.S. ARMY CORPS OF ENGINEERS GALVESTON DISTRICT OFFICE P. O. BOX 1229 GALVESTON, TEXAS 77553-1229	7. ADMINISTERED BY <i>(If other than Item 6)</i> U. S. ARMY CORPS OF ENGINEERS GALVESTON DISTRICT OFFICE P. O. BOX 1229 GALVESTON, TEXAS 77553-1229
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	CODE	9A. AMENDMENT OF SOLICITATION NO. DACW64-01-B-0017
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		9B. DATED <i>(SEE ITEM 11)</i> 4/2/01
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		10A. MODIFICATION OF CONTRACTS/ORDER NO.
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		10B. DATED <i>(SEE ITEM 13)</i>
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CODE	FACILITY CODE	
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(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 is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Freeport Harbor, Texas, Entrance and Jetty Channel, in Brazoria County, Texas, Dredging
(See Attached)

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

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>
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15B. CONTRACTOR/OFFEROR _____ <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED
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1. The specifications and drawings for Invitation No. DACW64-01-B-0017, Dredging, Entrance and Jetty Channels, Freeport Harbor, Texas in Brazoria County, Texas, advertised 2 April 2001, and for which bids are rescheduled to be opened on 16 May 2001, are hereby modified as follows:

(a) Specifications.

(1) BIDDING SCHEDULE. Pages 00010-1 and 00010-2. - The enclosed new Bidding Schedule, Pages 00010-1 and 00010-2 supersedes that issued with this Invitation.

(2) SECTION 02482 DREDGING. - The enclosed new SECTION 02482 entitled DREDGING supersedes that issued with this Invitation.

(b) Drawings.

Sheets 1 of 15 Through 15 of 15. - Delete these 15 Sheets issued with this Invitation and substitute the enclosed new Sheets 1 of 18 through 18 of 18.

2. This amendment shall be attached to and become a part of the specifications.

File 7088S

INVITATION NO. DACW64-01-B-0017

**FREEPORT HARBOR, TEXAS,
ENTRANCE AND JETTY CHANNELS
IN BRAZORIA COUNTY, TEXAS,
DREDGING**

**BIDDING SCHEDULE
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
SCHEDULE NO. 1					
0001	Mobilization and Demobilization	1	L.S.	\$_____	\$_____
0002	Dredging	2,441,000	C.Y.	\$_____	\$_____
0003	Monitor Surveys	1	L.S.	\$_____	\$_____
0004	Sea Turtle Protection*	1	L.S.	\$_____	\$_____
TOTAL SCHEDULE NO. 1					\$_____

*Note: This Bid Item Applies to Hopper Dredges only.

00010-1

(To Accompany Amendment No. 0002 to Invitation No. DACW64-01-B-0017)

BIDDING SCHEDULE (Cont'd)
(TO BE ATTACHED TO STANDARD FORM 1442)

1. ARITHMETIC DISCREPANCIES (EFARS 52.214-5000).

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

2. MODIFICATIONS (CESWG). If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment of each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

3. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9)(SEE CONTRACT CLAUSES). In reference to the above, the bidder/offeror shall take into consideration only those subcontracts which he/she will award when preparing the subcontracting plan required in FAR.

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SITE WORK

SECTION 02482 - DREDGING

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SECTION 02482 - DREDGING**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK.**

1.1.1 Work to be Done. The work in this Section consists of furnishing plant, labor, materials, and equipment and performing the work required by these specifications, schedules, and drawings forming parts thereof for dredging this project as follows:

Required Depth Below MLT (FT)	Required Width (FT)	From Station	To Station	Distance Between Station (FT)
ENTRANCE, JETTY CHANNELS AND LOWER TURNING BASIN				
49	400	-190+00	0+00	19,000
47	400-488	0+00	59+62	5,962
47-49	488-689	59+62	71+52	1,190
	TOTAL			26,152

1.1.2 The varying bottom widths and lengths to be dredged are shown on the drawings referred to in the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS. The Contractor shall remove sufficient material to provide the limiting side and end slopes specified in the Paragraph: OVERDEPTH, SIDE AND END SLOPES, below.

1.2 LOCATION. The Entrance Channel extends from deep water in the Gulf of Mexico through the Freeport Jetties near Freeport Harbor, Texas.

1.3 OBSTRUCTION OF CHANNEL. The Government will not undertake to keep the Channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor will be required to conduct the work using a method that will obstruct navigation as little as possible, and if the Contractor's plant does obstruct the Channel and makes the passage of vessels difficult or endangers them, said plant shall be promptly moved on the approach of a vessel as far as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other marks placed by it under this contract.

1.4 TEMPORARY REMOVAL OF AIDS TO NAVIGATION. The temporary removal or changes in locations of channel markers may be required to facilitate dredging operations. The Contractor shall notify the Contracting Officer at least 21

days prior to the date that the removal or change in location of channel markers will be required so the U.S. Coast Guard can perform the work and so navigation interests may be informed sufficiently in advance of the proposed removal or change in location.

1.5 NOTIFICATION PRIOR TO COMMENCEMENT OF DREDGING OPERATIONS. The Contractor shall notify the Area Engineer, U.S. Army Corps of Engineers, Northern Area Office, P. O. Box 1229, Galveston, Texas 77552-1229 in writing, at least 10 days prior to commencement of dredging operations, the location or locations at which a dredge or dredges will be placed on the work. This information is required in addition to the progress charts and schedules provided for in the CONTRACT CLAUSE entitled SCHEDULE FOR CONSTRUCTION CONTRACTS.

1.6 UTILITIES ACROSS THE LIMITS OF DREDGING. The following submerged pipeline crosses the area to be dredged.

Approximate Station	Description	Owner
37+60	One 16-inch pipeline	Tejas Power Corporation
		Permit No. 18902

EVERY EFFORT HAS BEEN MADE TO GIVE ALL PERTINENT DETAILS ON THE LOCATION OF THE PIPELINES. THE DATA FURNISHED ON THE PLANS ARE BELIEVED TO BE SUBSTANTIALLY CORRECT HOWEVER, THE EXACT LOCATIONS MAY VARY FROM THAT SHOWN ON THE DRAWINGS. THEREFORE, THE CONTRACTOR SHALL COOPERATE WITH THE RESPECTIVE OWNERS TO ESTABLISH THE ACTUAL POSITION OF THE PIPELINES. THE U.S. AARMY CORPS OF ENGINEERS PERMITS OF THE RESPECTIVE PIPELINES AND PREVIOUS SURVEYS ARE AVAILABLE IN THE AREA OFFICE.

THE FOLLOWING IS FURNISHED FOR INFORMATION ON VERIFYING PIPELINE OWNERSHIPS:

Texas Excavation Safety System (Dig-Tess) 1-800-344-8377.

1.7 WORK COVERED BY THE CONTRACT PRICE.

1.7.1 Mobilization and Demobilization. The contract lump sum price for "Mobilization and Demobilization" shall include the costs in connection with mobilization and demobilization of the plant necessary to perform work under the various bid items in Schedule 1 of the Bidding Schedule. The contract price shall include transportation and other costs incidental to delivery of the plant and other equipment to the general work area in condition ready for operation and, after completion of the work, for removal of the plant and equipment from the work sites.

1.7.2 Dredging. The contract price per cubic yard for "Dredging" shall include the cost of removal and placement of the material as specified in Paragraphs: CHARACTER OF MATERIALS and PLACEMENT OF EXCAVATED MATERIAL below.

1.7.3 Monitor Surveys. The contract price for "Monitor Surveys" shall include the costs necessary to produce the surveys.

1.8 CHARACTER OF MATERIALS.

1.8.1 The material to be removed to restore the depths within the limits specified in the Paragraph: DESCRIPTION OF WORK, above, is composed of shoals that have accumulated over a period of time; however, some virgin material may be encountered in the prescribed depth, allowable overdepth, or side slope dredging. Bidders are advised that the rock remains of a pre-existing jetty may be encountered between Station -10+00 and Station 40+00. The pre-existing jetty was made of stone ranging from cobble-sized material to 6 to 18 ton cover stone. The remains of the pre-existing jetty have not been completely removed from the allowable overdepth and side slopes. Their removal from the overdepth and side slopes is not required under this contract. However, the Contractor will be required to dredge the depths within the limits specified in the Paragraph: DESCRIPTION OF WORK above, inclusive of virgin material. Bidders are expected to examine the work site and records of previous dredging, which are available in the Northern Area Office, and after investigation decide for themselves the character of the materials.

1.8.2 Debris. Other materials, including scrap rope, wire cable, snags, and stumps may be encountered in the specific limits and overdepth dredging, and no separate payment will be made for removal and placement of this debris.

1.9 MEASUREMENT

1.9.1 Dredging. The total amount of material removed and to be paid for under this Item of the Bidding Schedule shall be measured by the cubic yard in place by computing the volume between the bottom surface shown by fathometer soundings of the last survey made before dredging and the bottom surface shown by the fathometer soundings of a survey made as soon as practicable after the entire work specified in Paragraph: SECTIONS, below, has been completed and included within the limits of the overdepth and side and end slopes specified in the Paragraph: OVERDEPTH, SIDE AND END SLOPES below, less deductions that may be required for misplaced material specified in the Paragraph: PLACEMENT OF EXCAVATED MATERIAL below.

1.9.2 Electronic Positioning. In using electronic positioning the Government will make a corrective adjustment, if applicable, in the volume computation process in order to compensate for the repeatability tolerance of the electronic positioning equipment, between "before-dredging" and "after-dredging" surveys. The amount of this adjustment will be limited to a shift of plus or minus 3 meters on an azimuth from the baseline normal to the center line of the cut, of the "after-dredging" survey with respect to the "before-dredging" survey. Adjustments made in "after-dredging" cross sections will also result in similar adjustments to the "before-dredging" cross sections in the area not dredged. The horizontal control points shown are the control points the Government will use to perform electronic surveys on the waterway. The Government does not guarantee permanent access to these control points, therefore, it may be necessary for the Contractor to establish its own network of survey points from these survey points or from other U.S. Coastal and Geodetic Survey (USCGS) monuments.

Location and description of the horizontal control points which the Government plans to use to perform electronic surveys on the Freeport Entrance Channel and Jetty Channel are available at the Northern Area Office, Fort Point Duty Station, Room 248, Jadwin Building, 2000 Fort Point Road, Galveston, Texas. The Contractor will be responsible for establishing its own reference line to conduct hydrographic surveys and dredging operations if electronic positioning equipment is not used.

1.9.3 Maps and Drawings. The maps and drawings already prepared, as specified in the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS are believed to represent conditions existing as of the date of their preparation. However, to reflect anticipated shoaling occurring between the dates of preparation of the maps and drawings and the dates of the "before-dredging" sections, the estimated dredging quantities shown in the Bidding Schedule have been adjusted accordingly. The depths and elevations shown thereon will be verified and corrected by fathometer soundings taken by the Government before dredging. Determination of quantities removed and the deductions made therefrom to determine quantities by in-place measurement to be paid for in the area specified, after having once been made will not be reopened, except on evidence of collusion, fraud, or obvious error.

1.10 PAYMENT.

1.10.1 Mobilization and Demobilization. Payment for this item will be made pursuant to the conditions of the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

1.10.2 Dredging. Monthly partial payments for "Dredging" will be based on approximate quantities determined by fathometer soundings or sweepings taken behind the dredge.

1.10.3 Monitor Surveys. Payment for monitoring surveys and the costs in connection therewith shall be included in the contract lump sum price for "Monitor Surveys."

PART 2 - PRODUCTS

2.1 BRIDGE-TO-BRIDGE RADIOTELEPHONE EQUIPMENT. Dredge and self-propelled attendant floating plant shall be radiotelephone equipped to comply with the provisions of the Vessel Bridge-to-Bridge Radiotelephone Act (Public Law 92-63). This will require, as a minimum, the radiotelephone equipment capable of transmitting and receiving on 156.65 MHZ (Channel 13). Multi-channel equipment will also require 156.8 MHZ (Channel 16). Dredge tugs and tenders will be considered towing vessels within the meaning of the Act.

PART 3 - EXECUTION

3.1 ESTIMATED QUANTITIES.

3.1.1 Required Dredging Prism. The total estimated quantity of material necessary to be removed from the required dredging prism, exclusive of allowable overdepth, to complete the work specified in the Paragraph: DESCRIPTION OF WORK above, is 1,661,000 cubic yards, in-place measurement, including anticipated shoaling occurring prior to the dates of the "before-dredging" sections.

3.1.2 Overdepth. The maximum amount of allowable overdepth dredging is estimated to be 780,000 cubic yards, in-place measurement, including anticipated shoaling occurring prior to the dates of the "before-dredging" sections.

3.1.3 Estimated Quantities. Within the limit of available funds, the Contractor will be required to excavate the entire quantity of material necessary to complete the work specified in the Paragraph: DESCRIPTION OF WORK above, be it more or less than the amounts above estimated. Work is to be done in accordance with this contract and at the contract price or prices, subject to the provisions of the NON-REGULATED SPECIAL CONTRACT REQUIREMENTS CLAUSE entitled VARIATIONS IN ESTIMATED QUANTITIES - DREDGING.

3.2 SECTIONS. For the purpose of acceptance, the dredging work Item in the Bidding Schedule is divided into Sections, as follows:

Section Number	From Station	To Station	Length of Station	(1) (2) Prescribed Depth (Cubic Yards)	(2) Allowable Overdepth (Cubic Yards)	(2) Total Estimated (Cubic Yards)
ENTRANCE, JETTY CHANNELS AND LOWER TURN BASIN						
1	-140+00	-90+00	5,000	274,000	147,000	421,000
2	-90+00	-40+00	5,000	445,000	148,000	593,000
3	-40+00	0+00	4,000	403,000	119,000	522,000
4	0+00	59+62	5,962	350,000	181,000	531,000
5	59+62	71+52	1,190	70,000	38,000	108,000
6	-190+00	-140+00	5,000	119,000	147,000	266,000
Totals				1.661.000	633.000	2.441.000

- (1) The term "prescribed depth" is synonymous with the term "required depth" and "required dredging prism" used elsewhere in these specifications.
- (2) Includes anticipated shoaling.

3.3 ORDER OF WORK. There is no order of work

3.4 PLACEMENT OF EXCAVATED MATERIAL.

3.4.1 General. The Contractor shall inspect the proposed Placement Areas to ensure that using the Areas for placement operations will not place it in violation of the applicable Federal, State, or local statutes concerning fish and wildlife. Particular statutes which the Contractor shall consider include, but are not limited to, the Federal Migratory Bird Treaty Act and the Endangered Species Act of 1973. The material excavated shall be transported and deposited in the Placement Areas shown. Except as otherwise noted material will not be deposited or allowed to flow into project channels or into a bayou or stream tributary to the Gulf Intercoastals Waterway, or into an existing drainage outlet ditch, canal, water intake, or outlet facility, nor shall materials be allowed to flow onto improved areas including highways and roads in or adjacent to the Placement Areas. In the event a stream, bayou, drainage outlet ditch, canal, water intake or outlet facility becomes shoaled as a result of the dredging or placement operations, the Contractor shall promptly remove these shoals and the material shall be placed in the Placement Areas. Dragging or washing operations to remove the shoals will not be permitted. Holes dug on the banks for deadmen or anchorage shall be filled. Materials shall be deposited using a method that will not allow water to be impounded nor obstruct the natural drainage. The data shown are substantially correct; however, the Contractor shall investigate existing conditions and satisfy itself as to the existence of additional construction which may interfere with the work herein specified.

3.4.2 Placement Areas.

3.4.2.1 Open Water Placement Area No 1A. Placement Area shall be prominently marked by the Contractor with conspicuous buoys or stakes at each corner. Material will be deposited within the limiting lines of the Placement Area. The Contractor shall perform its operations using a method that will prevent the material from flowing back into the Channel. Material deposited beyond the limiting lines of discharge shall be removed by the Contractor at no additional cost to the Government. Material shall be deposited in accordance with the following discharge sequence:.

STEP	HOPPER CAPACITY LESS THAN 4,000 CY	HOPPER CAPACITY 4,000 TO 7,000 CY	HOPPER CAPACITY MORE THAN 7,000 CY
(1)	Start at the beginning point shown of the drawings. Proceed in a clockwise direction discharging twice at 1,000 ft. intervals establishing 13 exterior discharge points.	Start at the beginning point shown of the drawings. Proceed in a clockwise direction discharging twice at 1,000 ft. intervals establishing 13 exterior discharge points.	Start at the beginning point shown of the drawings. Proceed in a clockwise direction discharging twice at 1,000 ft. intervals establishing 13 exterior discharge points.

	THEN	THEN	THEN
(2)	Start at the east corner and discharge once at each of the 63 interior discharge points. Proceed along southwest/northeast rows and discharge at each point in succession.	Start at the east corner and discharge once at each of the 63 interior discharge points. Proceed along southwest/northeast rows and discharge at each point in succession.	Start at the east corner and discharge once at each of the 63 interior discharge points. Proceed along southwest/northeast rows and discharge at each point in succession.
(3)	THEN	THEN	THEN
	Repeat Step (2) until all interior discharge points have received 7 discharges.	Repeat Step (2) until all interior discharge points have received 7 discharges.	Repeat Step (2) until all interior discharge points have received 7 discharges.
(4)	THEN	THEN	THEN
	Discharge 6 times at all seaward interior discharge points. Follow same pattern as in Step (2)	Discharge 6 times at all seaward interior discharge points. Follow same pattern as in Step (2)	Discharge 6 times at all seaward interior discharge points. Follow same pattern as in Step (2)
(5)	THEN	THEN	THEN
	Repeat step (2) except discharge twice until dredging is completed.	Repeat step (2) until dredging is completed.	Repeat step (2) until dredging is completed.

3.4.3 Unauthorized Placement of Material.

3.4.3.1 Unauthorized Disposition. Excavated material that is deposited elsewhere than in places designated or approved will not be paid for and the Contractor may be required to remove the misplaced excavated material and deposit it where directed at its expense.

3.4.3.2 Debris. During the progress of the work, the Contractor shall not deposit worn out discharge pipe, wire rope, scrap metal, timbers, or other rubbish or obstructive material in the Placement Areas, except as specified herein, or along the

banks of the navigable waters. This material, together with scrap, rope, wire cable, piles, pipe, or other obstructive material which may be encountered during dredging operations, shall be disposed by the Contractor at approved locations. The Contractor shall also remove and dispose existing wire rope, scrap metal, cable spools, pile, and discarded or abandoned dredge parts and materials located within 50 feet of the near bottom edge of both sides of the Channel within the limits of the work herein specified.

3.4.4 Permits authorizing the laying of shore pipe and for placement of dredged material in the Placements areas are on file and available for examination at the Northern Area Office, located in Room 248, in the U.S. Army Corps of Engineers Jadwin Building, at 2000 Fort Point Road, Galveston, Texas.

3.4.5 Preservation of Public and Private Property.

3.4.5.1 Damages. Fences, roads, ditches, private or public grounds, and other structures or improvements damaged as a result of the Contractor's operations herein specified, shall be repaired or rebuilt by the Contractor at its expense. The areas used by the Contractor in laying and maintaining its pipelines shall be restored to the same or as good a condition as existed prior to commencement of the work. Upon completion of the work, the ends of culverts shall be fully closed with wooden bulkheads and trenches and bank cuts shall be backfilled to original ground level.

3.4.5.2 Liability and Restoration. The Contractor shall preserve and protect the existing informational and directional signs, camp facilities, water wells and tanks, station markers, mile markers, and mooring piles which have been established along either bank of the Waterway within the reaches of the dredging operations covered by these specifications. The Contractor will be liable for and will be required to replace or restore at its expense the signs, camp facilities, water wells and tanks, markers, and mooring piles damaged or destroyed as a result of dredging operations herein specified.

3.4.6 Alternate Placement Area(s) Proposed by Contractor After Award of Contract.

3.4.6.1 Alternate Placement Area(s) If, after award of the contract, a placement area(s) other than that specified herein is proposed, its acceptance will be subject to approval. The Contractor shall furnish written permission from the owners for the use of the substitute placement area(s) and written permission from the owners of the properties involved in obtaining access to the substitute placement area(s). The Contractor shall coordinate the use of the substitute placement area(s) with Federal, State, and local fish and wildlife, conservation and pollution control agencies and shall submit, with its proposal, documentation that demonstrates compliance with the applicable laws and regulations pertinent to designation and coordination of dredged material placement area(s). The Galveston District shall be consulted for specific requirements. Expenses incurred in connection with providing and making available another placement area(s) shall be borne by the Contractor. Materials deposited thereon and operations in connection therewith shall be at the Contractor's risk.

3.4.6.2 Data Submittal. The award of the modification will be subject to the approval of the proposed Contractor-furnished placement area(s) and unless the foregoing required data are furnished with the Contractor's request, the modification for the use of the proposed substitute placement areas will not be considered.

3.4.7 Monitoring Surveys. To evaluate the impact of the placement of dredged material on the marine environment, the Contractor shall perform hydrographic surveys of the Placement Areas both before and after completion of dredged material placement operations. The surveys are to consist of transects perpendicular to the Channel taken on 1,000-foot intervals and extending 1,000 feet outside the Placement Area. Plots shall be made of these surveys showing the change in elevation between the "before" and "after" placement surveys. In addition, profiles shall be obtained along the Placement Area limit boundary. Surveys shall be submitted in ASCII XYZ format on 3.5-inch disks promptly upon completion and shall be approved.

3.5 OVERDEPTH, SIDE AND END SLOPES.

3.5.1. Overdepth. To cover inaccuracies of the dredging process, material actually removed from within the specific areas to be dredged to depths as specified in the Subparagraph: Table of Allowable Overdepth, Side and End Slopes below, will be estimated and paid for at contract price or prices.

3.5.2. Side and End Slopes. Material actually removed from within approved limits, to provide for final side and end slopes as specified in the Paragraph: OVERDEPTH, SIDE AND END SLOPES above, but not in excess of the amounts originally above these limiting side and end slopes will be estimated and paid for, whether dredged in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut. In computing the limiting amount of side and end slopes dredging, net dimensions, without allowance for overdepth, will be used.

3.5.3 Excessive Dredging. Material taken from beyond the limits as extended in the Subparagraphs: Overdepth, and Side and End Slopes, above, will be deducted from the total amount dredged as excessive overdepth dredging or excessive side or end slope dredging, for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of either the NON-REGULATED SPECIAL CONTRACT REQUIREMENTS CLAUSES entitled FINAL EXAMINATION AND ACCEPTANCE or SHOALING.

3.5.4 Table of Allowable Overdepth, Side and End Slopes.

From Station	To Station	Allowable Overdepth (Feet Below Required Depth)	Final				Above Plane (Feet Below MLT)
			Side Slope		End Slope		
			Grade	Grade	Grade	Grade	
			Vertical	Horizontal	Vertical	Horizontal	
-190+00	---	---	---	---	1	3	49
-190+00	-140+00	2	1	3	---	---	49
-140+00	---	---	---	---	1	3	49
-140+00	0+00	2	1	3	---	---	49
0+00	---	---	---	---	1	3	47,49
0+00	59+62	2	1	3	---	---	47
59+62	---	---	---	---	1	3	47
59+62	70+00	2	1	3	---	---	47
70+00	71+52	2	1	3	---	---	47
71+52	---	---	---	---	1	3	47

3.6 REPORTING REQUIREMENTS. The Contractor shall prepare and maintain a daily Dredging Report using the Galveston District's automated Contractor's Daily Report database. This database will replace ENG Form 89. The program will be provided to the Contractor using 3.5-inch diskettes at the pre-construction conference. Instructions and demonstration on the installation and use of this software will also be provided at the pre-construction conference. The Contractor will need an IBM compatible with a minimum of a 486/66 processor with 8 Mb of RAM running Microsoft Windows 3.11 or Microsoft Windows 95. Hard drive space needed to install the program and accommodate the data will be approximately 15 Mb. Printing will be best accomplished with either a LaserJet or Inkjet Printer on 8.5- by 11-inch paper in the portrait mode. Modem settings will be automatically handled at the point of transmission, but the Contractor is required to know which serial communications (COM) port is used for the modem (for example: COM1, COM2, or COM3). A telephone number for transmitting the data by modem to the District server will also be provided at the pre-construction conference. However, the Contractor will have the option of submitting the data either by diskette or by modem. If the Contractor elects to submit the data by modem, it shall be submitted on a daily basis. If the Contractor elects to submit the reports by diskette, the data shall still be submitted on a daily basis when possible. Coordination on delays shall be made with the Area Engineer or its designated representative. The Contractor will be required to print and sign reports and submit the original hard copies to the Area Engineer to verify authentication. Monthly reports will be generated by the District Office using the reporting features of

the database. If technical problems arise, the point-of-contact is Mr. Tim Baumer at (409) 766-3874.

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