

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
CODE		FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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.)

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	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

1. The specifications and drawings for Invitation No. DACW64-03-B-0018, Dredging, Main Channel in Matagorda Bay and Natural Bay Bottom Route in Matagorda County, Texas, Gulf Intracoastal Waterway, Texas, advertised 16 June 2003, and for which bids are rescheduled to be opened on 18 July 2003, are hereby modified as follows:

(a) Specifications.

(1) STANDARD FORM 1442, Item 10. - In the fourth line, after the word "Performance" insert "and Payment." Also, after the last sentence, add the following: "For Technical Information see SECTION 00100, Page 1 of 10."

(2) BIDDING SCHEDULE, Pages 00010-1 Through 00010-11. - The enclosed new Bidding Schedule, Pages 00010-1 through 00010-12 supersede that issued with this Invitation.

(3) GENERAL DECISION, NUMBER TX030082, Wage Rates, Heavy Construction. - The enclosed new General Decision, Number TX030082 shall be added to and become a part of this Invitation.

(4) Page 00800-2, Paragraph 2. - Delete this Paragraph in its entirety.

(5) Page 00800-3, Paragraph 4. - Delete this Paragraph in its entirety.

(6) SECTION 01100 NON-REGULATED SPECIAL CONTRACT REQUIREMENTS. - The enclosed new SECTION 01100 entitled NON-REGULATED SPECIAL CONTRACT REQUIREMENTS supersedes that issued with this Invitation.

(7) Page 01352-2, Subparagraph 1.5.2. - In the second line, change "inspection" to read "review." Also, delete the last sentence of this Subparagraph.

(8) Page 01352-3, Subparagraph 1.6.3. - At the end of this Subparagraph, add the following sentence: "Lights shall be spaced 500 feet apart or less, as appropriate."

(9) Page 02378-1, Paragraph 1.1. - Delete the last sentence of this Paragraph.

(10) SECTION 02481 DREDGING (RENTAL). - The enclosed new SECTION 02481 entitled DREDGING (RENTAL) supersedes that issued with this Invitation.

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

3 Encls

1. Bd Sched, Pgs 00010-1 thru 00010-12
2. Wage Rates, 5 pgs
3. SECTION 01100
4. SECTION 02481

**GULF INTRACOASTAL WATERWAY,
TEXAS, MAIN CHANNEL IN MATAGORDA
BAY AND NATURAL BAY BOTTOM ROUTE
IN MATAGORDA COUNTY, TEXAS, DREDGING**

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
IDIQ for rental of Cutterhead Pipeline Dredge with Operators for Maintenance Dredging of Principally the Gulf Intracoastal Waterway, Texas.					
0001	Mobilization and Demobilization (Mattresses)	1	L.S.	\$ _____	\$ _____
0002	New Geotextile Filter Fabric	1,067	S.Y.	\$ _____	\$ _____
0003	Cellular Concrete Mattresses	1,067	S.Y.	\$ _____	\$ _____
0004	Mobilization and Demobilization (Dredging)	1	L.S.	\$ _____	\$ _____
0005	Dredging 100% Pay Time For an Estimated 175,000 CYS (See Sect. 01100, Paragraph: PAYMENT TO CONTRACTOR BY GOVERNMENT)	_____	HRS	\$ _____	\$ _____
0006	Dredging 70% Pay Time (See Sect. 01100, Paragraph: PAYMENT TO CONTRACTOR BY GOVERNMENT)	_____	HRS	\$ _____	\$ _____

00010-1

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

INVITATION NO. DACW64-03-B-0018

**BIDDING SCHEDULE (CONT'D)
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
0007	Dredging 40% Pay Time (See Sect. 01100, Paragraph: PAYMENT TO CONTRACTOR BY GOVERNMENT)	_____	HRS	\$ _____	\$ _____
TOTAL BID					\$ _____

OFFEROR ELECTS TO WAIVE THE PRICE EVALUATION PREFERENCE FOR
HUBZONE SMALL BUSINESS CONCERNS: () NO () YES
(THIS APPLIES ONLY TO SMALL BUSINESSES CERTIFIED AS A HUBZONE SMALL
BUSINESS BY THE SMALL BUSINESS ADMINISTRATION)

00010-2

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

INVITATION NO. DACW64-03-B-0018

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

NOTES:

1. To better facilitate the public bid opening process, all specifications to bids are to be submitted on copies of the latest bid schedules as published in the solicitation or the latest amendment thereto. In lieu of indicating additions/deductions to bid items, **all bidders should state their revised prices for each item.** The company name should be indicated on the face of the bid schedule to preclude being misplaced.
2. Bidders must insert a price on all numbered item of the bidding schedule. Failure to do so will disqualify the bid.
3. All extensions of the unit price shown will be subject to verification by the Government. In case of variation between the unit price and extension, the unit price will be considered to be the bid.
4. The number of hours indicated on the bidding schedule is approximate. The Contractor may be required to work either more or less than the number of hours specified.
5. Refer to Section 00010 paragraph entitled "BID EVALUATION" for information about the bid items.

00010-3

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

INVITATION NO. DACW64-03-B-0018

**IDIQ FOR RENTAL EQUIPMENT FOR MAINTENANCE DREDGING
(TO BE ATTACHED TO STANDARD FORM 1442)**

INFORMATION TO BE SUBMITTED WITH BID: Each Bidder shall furnish the information required below by filling in the blank spaces:

Dredge Name or Number _____

Fair Market Value of the Dredge _____

Bunker Capacity (gallons/tons) _____

Hull: Material of Construction _____

Length (ft) _____

Breadth (ft) _____

Depth (ft) _____

Diameter of Spuds (in) _____

Distance between spuds, athwartship (ft) _____

Distance of spuds from stern of dredge (ft) _____

Draft under normal working conditions (ft) _____

When built _____

When and where last dry docked _____

Length of time of last dry docking (months) _____

Min. width of channel in which dredge can successfully operate (ft) _____

Max. depth of water in which dredge will operate (ft) _____

Min. draft of dredge (ft) _____

Max. current in which dredge can successfully operate:

Miles per hour (for 11 feet of water) _____

Depth to which dredge will dig (Max./Min.) (ft) _____

LADDER:

Material of construction: _____

Length (ft) _____

Type of flexible suction pipe connection to hull _____

Maximum continuous swing width (ft) _____

Diameter of cutter shaft (in) _____

Cutter actuating device: Size: _____

Type: _____

Power: _____

Type of cutter _____

Horsepower of cutter motor _____

Normal R.P.M. of cutter _____

00010-4

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

**IDIQ FOR RENTAL EQUIPMENT FOR MAINTENANCE DREDGING (CONT'D)
(TO BE ATTACHED TO STANDARD FORM 1442)**

DREDGING PUMP: (MAIN DREDGE PUMP)

Type and Make _____
Diameter suction (in) _____
Diameter discharge, as originally designed (in) _____
Diameter of impeller (Max./Min.) (in) _____
Maximum R.P.M. of impeller _____
Method of actuating impeller _____
Brake H.P. applied to pump impeller _____

BOOSTER PUMP: (IF REQUIRED)

Type and Make _____
Diameter suction (in) _____
Diameter discharge, as originally designed (in) _____
Diameter of impeller (Max./Min.) (in) _____
Maximum R.P.M. of impeller _____
Method of actuating impeller _____
Brake H.P. applied to pump impeller _____

MAIN ENGINE: (DESCRIBE FULLY)

Make _____
Type _____
Size _____
Age _____
B.H.P. _____
R.P.M. _____
Estimated amount of fuel consumed per day _____

LIGHTING PLANT:

K.W. _____

ATTENDANT PLANT:

Quarterboat, size _____
Launch or Launches, size _____
Skiffs, number _____
Method of supporting discharge pipe _____
Type and number of pontoons _____
Dredge Tender, size _____
Dredge Tender, horsepower _____
Dredge Tender, size _____
Dredge Tender, horsepower _____
Towing Vessel, size _____
Towing Vessel, horsepower _____
Total H.P. of all fuel consuming units in the makeup of the total dredging plant
(horsepower) _____

INVITATION NO. DACW64-03-B-0018

**IDIQ FOR RENTAL EQUIPMENT FOR MAINTENANCE DREDGING (CONT'D)
(TO BE ATTACHED TO STANDARD FORM 1442)**

The plant was last operated in _____ at _____

The plant offered is owned by _____

The plant may be inspected at

The period of time of lay up in the past 12 months _____

00010-6

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

**DREDGE CREW
(TO BE ATTACHED TO STANDARD FORM 1442)**

(A complete listing of proposed personnel in compliance with Paragraph: CREW in THE section entitled DREDGING (RENTAL))

POSITION	NUMBER
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EQUIPMENT: Each bidder shall list on pages 00010-7 and 00010-8 a complete description of the plant it is proposed to furnish, including the make and model; also the estimated fair market value of the equipment.

SUBSISTENCE: The plant () will () will not have the facilities for furnishing the meals as required by the "Accommodations and Meals for Inspectors" clause of the contract.

The rate to be charged for the above plant, complete with full operating personnel and in operating status on a 24-hour day, 7 days per week basis, will be set forth in Bidding Schedule.

DREDGE PLANT OPERATION: The number of shifts to be worked per day on a 24-hour basis, 7 days per week is three (3) shifts.

00010-7

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

INVITATION NO. DACW64-03-B-0018

**DREDGING PLANT EQUIPMENT LIST
(TO BE ATTACHED TO STANDARD FORM 1442)**

EQUIPMENT	MAKE AND MODEL	QUANTITY	SIZE	HORSEPOWER	YEAR	EQUIPMENT CONDITION	FAIR MARKET VALUE
DREDGE							
TENDER/ TUG NO. 1 200 HP MIN.							
TENDER/ TUG NO. 2 400 HP MIN.							
TOWING VESSEL							
DERRICK/ ANCHOR BARGE							
WORK BARGE							
EQUIPMENT BARGE							
FUELBARGE							
SPILLBARGE							
SKIDDER BARGE							
PIPE BARGE (SHORE PIPE)							
PIPE BARGE (FLOATING PIPE)							
BULLDOZER NO.1 = D-6							
SHORE PIPE							
FLOATING PIPE							

00010-8

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

INVITATION NO. DACW64-03-B-0018

**DREDGING PLANT EQUIPMENT LIST (CONT'D)
(TO BE ATTACHED TO STANDARD FORM 1442)**

EQUIPMENT	MAKE AND MODEL	QUANTITY	SIZE	HORSEPOWER	YEAR	EQUIPMENT CONDITION	FAIR MARKET VALUE
SWIVEL FLOATING ELBOWS (2)							
LANDING SECTION BARGES (2).							
TRANSPORT VEHICLE							
OTHER EQUIPMENT NOT LISTED ABOVE							

00010-9

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

INVITATION NO. DACW64-03-B-0018

**BID EVALUATION
(TO BE ATTACHED TO STANDARD FORM 1442)**

It is the intent of the Government to secure a dredge meeting the requirements set forth in the SCOPE OF WORK, of the specifications and having a pump discharge of not less than 20-inch inside diameter nor more than 27-inch inside diameter. Bids will be evaluated and award will be made on the basis of employment of the plant that will result in the lowest overall total price, as described hereinafter, to the Government for the equipment. For the purpose of bidding and evaluating bids, it will be considered the dredge will be used to move an estimated volume of 175,000 cubic yards of material for the Bid Item on the Bidding Schedule. This is not to be construed by the Contractor that the Government guarantees the removal of this quantity of material.

Bids will be evaluated, in part, by dividing the estimated hourly output from the table in the SECTION entitled DREDGING (RENTAL), Subparagraph: Average Conditions for the dredge on which the bid is based into the product of the total 175,000 cubic yards for the Bid Item on the Bidding Schedule to verify the number of 100 percent pay time hours in for this Item of the Bidding Schedule. (Example: At 500 cubic yards per hour, it will take 350 hours to dredge 175,000 cubic yards).

To compute the hours of 70 percent time for this Bid Item on the Bidding Schedule, multiply the hours in this Bid Item by .3. Round off the numbers to the nearest hour. The unit price bid for this Bid Item shall be 70 percent of the unit price for the Bid Item for 100 percent stated above. (Example: Using the data from the example above, to compute the hours multiply the 350 hours by .3. This equals 105 hours, which is what will be used for the hours for this Bid Item. The unit cost from the Bid Item stated above will be multiplied by 70 percent. This is what is used for the unit price for this Bid Item).

To compute the hours of 40 percent time for the next Bid Item on the Bidding Schedule, add the hours from the 100 percent Bid Item to the hours from the 70 percent Bid Item and multiply the summation of hours by .25. Round off the numbers to the nearest hour. The unit price bid for this Bid Item shall be 40 percent of the unit price for the 100 percent Bid Item. (Example: using the data from the examples above, to compute the hours add the 350 hours from the 100 percent Bid Item to the 105 hours from the 70 percent Bid Item $(350 + 105) = 455$ hours. Multiply the 455 hours by .25. This equals 113.75 hours, which will be rounded off to 114 hours. This is what will be used for the hours for the 40 percent Bid Item. The unit cost from the 100 percent Bid Item will be multiplied by 40 percent. This will be used for the unit price for the 40 percent Bid Item).

00010-10

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

Bids based on dredges with smaller than a 18-inch inside pump diameter or larger than 27-inch inside pump discharge will be considered non-responsive. Dredges with pump diameter discharge less than 18-inch inside pump diameter are considered inadequate for satisfactory performance of work required within the period of this contract. Dredges with pump diameter discharge in excess of a 27-inch inside pump diameter are unacceptable due to the smallness of and the specific location of the Placement Areas provided. The dredge shall be bid under the diameter discharge from the water dredge pump as originally designed by the pump manufacturer. The discharge lines shall be the same diameter on the dredge pump discharge or larger.

The Government will check the bidder's computation for accuracy and to ensure that the bidder's computation was made in accordance with the above evaluation procedures. If there is a variation between the bidder's computation procedures and those stated above, the Government will correct the bidder's computation and the bid will be evaluated by the corrected computation.

00010-11

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

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.

General Decision Number TX030082

DACW64-03-B-0018

General Decision Number TX030082

Superseded General Decision No. TX020082

State: TEXAS

Construction Type:

HEAVY

County(ies):

BRAZORIA HARRIS WALLER
FORT BEND MATAGORDA WHARTON
GALVESTON MONTGOMERY

FLOOD CONTROL AND WATER AND SEWER LINES, including: Breakwaters, Channels, Channel Cut-offs, Dikes, Drainage Projects, Flood Control Projects, Irrigation Projects, Jetties, Land Drainage (not incidental to other construction), Land Leveling (not incidental to other construction), Land Reclamation, Levees, Pipelines, Ponds, Pumping Stations (prefabricated drop-in not building), Revetments, Sewage Collection and Disposal Lines, Sewers (Sanitary, Storm, etc.), Shoreline Maintenance Water Mains and Water Supply Lines (not incidental to building).

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

BRAZORIA HARRIS WALLER
FORT BEND MATAGORDA WHARTON
GALVESTON MONTGOMERY

SUTX2045A 03/26/1998

	Rates	Fringes
ASPHALT RAKER		8.28
ASPHALT SHOVELER		7.45
BATCHING PLANT WEIGHER		11.11
CARPENTER	10.35	
CONCRETE FINISHER-PAVING		9.87
CONCRETE FINISHER-STRUCTURES		9.86

(To Accompany Amendment No. 0002 to Invitation No. DACW64-03-B-0018)

CONCRETE RUBBER	9.00
ELECTRICIAN	16.15
FLAGGER	6.66
FORM BUILDER(STRUCTURES)	9.96
FORM LINER-PAVING & CURB	9.03
FORSETTER (PAVING/CURB)	8.86
FORM SETTER-STRUCTURES	9.05
LABORER-COMMON	7.45
LABORER-UTILITY	8.53
LINEPERSON	7.50
MANHOLE BUILDER (Brick)	8.49
MECHANIC	11.38
OILER	9.56
SERVICER	9.51
PAINTER-STRUCTURES	14.00
PILEDRIVER	10.96
PIPE LAYER	8.49
ASPHALT DISTRIBUTOR	9.47
ASPHALT PAVING MACHINE	10.05
BROOM OR SWEEPER OPERATOR	8.01
BULLDOZER	9.91
CONCRETE CURING MACHINE	8.80
CONCRETE FINISHING MACHINE	11.79
CONCRETE JOINT SEALER	10.50
CONCRETE PAVING FLOAT	9.30
CONCRETE PAVING SAW	10.01
CONCRETE PAVING SPREADER	9.32
SLIPFORM MACHINE OPERATOR	9.20
CRANE, CLAMSHELL, BACKHOE, DERRICK, D'LINE, SHOVEL	11.35
CRUSHER/SCREENING PLANT	11.00
FOUNDATION DRILL OPERATOR, CRAWLER MOUNTED	12.59
FOUNDATION DRILL OPERATOR TRUCK MOUNTED	12.73
FRONT END LOADER	9.29
MILLING MACHINE OPERATOR	10.43

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MIXER	7.94	
MOTOR GRADER (FINE GRADE)		11.11
MOTOR GRADER	10.67	
PAVEMENT MARKING MACHINE		7.45
ROLLER, STEEL WHEEL PLANT		
MIX PAVEMENTS	9.25	
ROLLER, STEEL WHEEL OTHER		
FLATWHEEL OR TAMPING	7.61	
ROLLER, PNEUMATIC, SELF PROPELLED		7.96
SCRAPER-	8.69	
TRACTOR-CRAWLER TYPE		10.12
TRACTOR-PNEUMATIC	8.99	
TRAVELING MIXER	9.35	
TRENCHING MACHINE-LIGHT		10.50
TRENCHING MACHINE-HEAVY		13.56
WAGON-DRILL, BORING MACHINE		10.15
REINFORCING STEEL SETTER (PLAVING)		12.50
REINFORCING STEEL SETTER		
STRUCTURES	12.47	
STEEL WORKER-STRUCTURAL		10.35
SIGN ERECTOR	10.06	
SPREADER BOX OPERATOR		9.08
WORK ZONE BARRICADE		7.45
SIGN INSTALLER	7.45	
TRUCK DRIVER-SINGLE AXLE LIGHT		8.15
TRUCK DRIVER-SINGLE AXLE HEAVY		8.76
TRUCK DRIVER-TANDEM AXLE SEMI		
TRAILER	8.00	
TRUCK DRIVER-LOWBOY/FLOAT		11.29
WELDER	10.43	

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates

listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

The request should be accompanied by a full statement of the

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interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

END OF GENERAL DECISION

TABLE OF CONTENTS

**GULF INTRACOASTAL WATERWAY, TEXAS
 MAIN CHANNEL IN MATAGORDA BAY AND NATURAL
 BAY BOTTOM ROUTE IN MATAGORDA COUNTY, TEXAS
 DREDGING**

SECTION 01100 - NON-REGULATED SPECIAL CONTRACT REQUIREMENTS

PARAGRAPH	TITLE	PAGE NOS.
1.	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (CESWG)	01100-01
2.	SIGNAL LIGHTS (CESWG)	01100-01
3.	INSPECTION (CESWG)	01100-01
4.	PHYSICAL DATA (CESWG)	01100-01
5.	LIQUIDATED DAMAGES-CONSTRUCTION (CESWG)	01100-02
6.	USE OF EXPLOSIVES (CESWG)	01100-03
7.	ACCOMMODATIONS AND MEALS FOR INSPECTORS (CESWG).	01100-03
8.	ENVIRONMENTAL LITIGATION (CESWG)	01100-04
9.	CONTRACTING OFFICER SIGNATURE (CESWG).	01100-04
10.	LAYOUT OF WORK (CESWG).	01100-04
11.	CERTIFICATES OF COMPLIANCE (CESWG).	01100-04
12.	HARBOR MAINTENANCE FEE (1 SEP 1995) (EAL 88-1) . .	01100-05
13.	DAMAGE TO WORK (CESWG)	01100-05
14.	DELIVERY, PROSECUTION, AND TERMINATION (CESWG)	01100-05
15.	SUNDAYS, HOLIDAYS, AND NIGHTS (CESWG)	01100-06
16.	SUPERVISION (CESWG)	01100-06
17.	PAYMENT TO CONTRACTOR BY GOVERNMENT (CESWG)	01100-07
18.	DEFINITIONS (CESWG)	01100-11
19.	TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCTOBER 1989)(ER 415-1-15).	01100-11

SECTION 01100 - NON-REGULATED SPECIAL CONTRACT REQUIREMENTS

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (CESWG).

(a) The Contractor shall be required to start work on the Mattress Placement 10 calendar days after the date of receipt of the first Notice to Proceed for Mattress Placement, to prosecute the said work and to complete within 90 calendar days after the receipt of the first Notice to Proceed for Mattress Placement.

(b) The Contractor shall be required to commence dredging 10 calendar days after the date of receipt of the second Notice to Proceed for Dredging, to prosecute the said work.

2. SIGNAL LIGHTS (CESWG). The Contractor shall display signal lights and conduct its operations in accordance with the General Regulations of the Department of the Army as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International - Inland (COMDTINST M16672.2) or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

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

(a) To furnish, on the request of the Contracting Officer or an inspector, the use of boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish facilities for the surveys, specified in the Paragraph: FINAL EXAMINATION AND ACCEPTANCE below.

(b) To furnish, on the request of the Contracting Officer or an 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 Placement Areas. If the Contractor refuses, neglects, or delays compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from the amounts due or to become due the Contractor.

4 PHYSICAL DATA (CESWG). Data stated below is for the Contractor's information. The Government will not be responsible for the Contractor's interpretation of or conclusion drawn from the data stated below.

(a) The indications of physical conditions are on the drawings and in the specifications.

(b) Weather Conditions. Under ordinary conditions, the mean tidal range is about 1-foot. Strong northerly winds may depress the water surface as much as, and in some instances more than 1-foot below Mean Low Tide (MLT), while southerly winds may raise the water surface as much as, and in some instances more than 2 feet above MLT. When performing dredging of the Main Channel and Natural Bay Bottom Channel in Matagorda Bay, the Contractor can expect strong winds and tides, that can adversely affect dredging operations to some extent. This reach of the Gulf Intracoastal Waterway is the most affected reach in the Galveston District. The Contractor must be ready to react. The Contractor shall make allowances for the expected delays.

(c) The proposed site is accessible by water via the Gulf Intracoastal Waterway, the Matagorda Ship Channel, and the Channel to Port Lavaca, Texas. Adequate highway and railway facilities are available at the Cities of Port Lavaca and Port O'Connor, Texas.

(d) The general shape of the Channel to be dredged by cross sections on the contract drawings.

(e) Traffic in the Channel to be dredged consists of vessels, small boats of various sizes including pleasure craft, fishing vessels. Due to the weather conditions of the area, the traffic will interfere to some extent with dredging operations.

5. LIQUIDATED DAMAGES-CONSTRUCTION (CESWG)

(a) Liquidated Damages for Placement of Mattresses.

- (1) If the Contractor fails to complete the placement of the mattresses within the time specified in this contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,200.00 for each calendar day of delay until the work is completed or accepted.
- (2) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until work is completed. These liquidated damages are in addition to excess costs of replacement. under the Termination Clause.

(b) Liquidated Damages for Dredging (Rental).

- (1) If the Contractor fails to commence dredging within the time specified in this contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,200.00 for each calendar day of delay until the dredge commences work.

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

6. USE OF EXPLOSIVES (CESWG). When blasting is found to be necessary for removal of rock or other material the Contractor shall take the necessary precautions for protection of individuals and property exposed to its operations.

(a) The amount of explosives permitted aboard the drill boat at any one (1) time will be subject to approval, but in no case shall the amount exceed that required by the Contractor for 1 day's operations.

(b) Provision shall be made for jettisoning explosives aboard the drill boat in emergencies.

(c) Delay electric blasting caps shall be used in all blasts where the amount of explosives fired is in excess of 16 pounds so that no explosion in any one (1) instant will exceed 16 pounds of explosives, and no series of explosions or total blast will exceed 100 pounds of explosives properly placed in drill holes.

(d) The amount of explosives to be used in a single blast in surface blasting, if found to be necessary, shall not exceed 15 pounds.

(e) The Contractor shall make necessary arrangements, as may be required by the Contracting Officer, to prevent damage to vessels, moored or underway; a building or structure; and shall preserve the crew or occupants thereof from exposure to injury as a result of the Contractor's operations.

7. ACCOMMODATIONS AND MEALS FOR INSPECTORS (CESWG).

(a) The Contractor shall furnish regularly to inspectors on board the dredge or other craft upon which they are employed, a suitable separate area for office purposes. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer, it shall be properly heated, ventilated, and lighted and shall have a desk which can be locked, a chair for each inspector, and washing conveniences. The entire cost to the Contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer and the cost thereof will be deducted from payments to the Contractor.

(b) If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when required, furnish the inspectors employed on the work and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The Contractor will be responsible for collecting from all inspectors and other Government agents the following amount per person for each meal: Breakfast - \$2.25, Lunch - \$3.25, and Dinner -\$3.50.

8. ENVIRONMENTAL LITIGATION (CESWG).

(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 specified below, the Contracting Officer, at the request of the Contractor, shall determine if 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 this 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, the 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 entitled SUSPENSION OF WORK. The period of this suspension, delay, or interruption shall be considered unreasonable and an adjustment shall be made for the increase in 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.

9. CONTRACTING OFFICER SIGNATURE (CESWG). The Contracting Officer signing this contract is the primary Contracting Officer on this contract. However, any Contracting Officer assigned to the Galveston District and Acting within its authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is away from the office.

10. LAYOUT OF WORK (CESWG). The Contractor shall lay out its work from Government-established ranges and gages shown, and shall be responsible for the measurements in connection therewith. The Contractor shall furnish, at its expense, stakes, templates, platforms, equipment, range markers, and labor as may be required to lay out any part of the work from the ranges and gages established by the Government. The Contractor will be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving the stakes and other marks established by the Contracting Officer until authorized to remove them. If these marks are destroyed by the Contractor or through its negligence before their removal is authorized, they may be replaced by the Contracting Officer at its discretion. The expense of replacement will be deducted from the amounts due or to become due, the Contractor.

11. CERTIFICATES OF COMPLIANCE (CESWG). Certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in three (3) copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory

and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

12. HARBOR MAINTENANCE FEE (1 SEP 1995) (EAL 88-1).

(a) Offerors 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.

(b) 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, N.W., Washington, D.C. 20229

13. DAMAGE TO WORK (CESWG). The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE entitled PERMITS AND RESPONSIBILITIES. However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, hurricane, or tornado, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for these repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of this work, an equitable adjustment pursuant to the CONTRACT CLAUSE entitled CHANGES, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage in all work, including temporary construction, utilities, material, equipment, and plant shall be repaired and approved, at the Contractor's expense, regardless of the cause of the damage.

14. DELIVERY, PROSECUTION, AND TERMINATION (CESWG).

(a) The dredge and attendant plant shall be delivered by and at the expense of the Contractor.

(b) Upon arrival of the dredge and attendant plant at the site of delivery, the dredge and attendant plant will be inspected for any deficiency in safety requirements. In the absence of safety deficiencies, the plant will be put to work. In operations, the plant will not be put to work but will continue in a non-payment status until the safety deficiencies are corrected to the satisfaction of the Contracting Officer, at which time the plant will be put to work.

(c) The Contractor shall prosecute the work assigned him with faithfulness and energy, and at all times endeavor to meet the schedule of dredging operations as determined by the Contracting Officer.

(d) Upon termination of the lease, the plant will be released to the Contractor.

15. SUNDAYS, HOLIDAYS, AND NIGHTS (CESWG).

(a) Due to the nature of the work, a twenty-four (24) hour operation will be performed on a seven (7) day week schedule. Work shall be performed on days declared by Congress as holidays for per diem employees that fall within the work described above. Deviation from the work week contracted for will be subject to approval.

(b) Operation Day. The dredge, together with the necessary attendant plant and with adequate crew, shall be operated 24 hours per day on an optional shift basis

16. SUPERVISION (CESWG). The work will be conducted as directed by the Contracting Officer and will be directed by Inspectors appointed by him, who will enforce a strict compliance with the terms of the contract. The Inspectors will keep a record of the work done and see that the gages, ranges, and other marks are kept in proper order, but the presence of the Inspector shall not relieve the Contractor or his responsible agent (See Subparagraph Control in the SECTION entitled DREDGING (RENTAL)) of any responsibility for the proper execution of the work in accordance with the contract and directives of the Contracting Officer issued thereunder. The Contractor will be required:

(a) To furnish on request of the Inspectors the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and personnel of the plant as may be reasonably necessary in directing the work.

(b) To furnish on the request of the Contracting Officer or his authorized representative suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant and to and from the disposal areas.

(c) If the Contractor refuses, neglects or delays 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 to the Contractor.

17 PAYMENT TO CONTRACTOR BY GOVERNMENT (CESWG).

(a) Pay time shall begin on the date and hour when the dredge actually commences operations on the initial assignment and material starts discharging from the pipeline. Payment for work on a section will stop upon completion of work in the section. Payment for allowable time making up tow ready to be moved to the next section will be made at the rate of 70 percent. When the tow has reached the next section, allowable payment of 70 percent will be made for preparing the plant and pipeline ready to commence dredging at the new section, and shall continue (except for unauthorized shut-downs) until actual production starts on the section, at which time the full 100 percent rate will commence and continue until completion of the section. Section, as used hereunder, is also defined as continuous shoal.

(b) The following will be considered effective time and will be paid for monthly at the contract price per hour calculated to the nearest one sixtieth (1/60) hour, actual time of dredging when the dredge is under operation with the cutterhead moving material, and such material is being passed through the pipeline and satisfactorily disposed.

(c) The following time will be paid for monthly at 70 percent of the contract price per hour:

- (1) Actual time lost due to moving and changing swing anchors, changing swing wires to previously prepared pennants, and making necessary changes in pipelines or pontoon lines as are necessitated by the progress of the work, such as adding pontoons to the floating lines or shore pipe to the shore lines, or making changes at point of transition from floating line to shore line as may be necessary due to changing Waterway status or conditions; also, actual time lost up to but not in excess of 4 hours due to dredge shutdowns authorized by the Contracting Officer for the purpose of replacing the pump impeller with either a different diameter impeller or an impeller of a different number of vanes than that of the impeller being used; also, lay time for the convenience of the Government, and lay time not to conflict with or contradict standby time as provided elsewhere in these specifications. Payment for delays authorized by the Contracting Officer to permit the Contractor to change pump impellers is to obtain the greatest efficiency of pump operations under changing conditions, such as varying materials or lengths of line, but it is not the intent to pay for replacing worn out impellers or impellers that have lost their efficiency because of wear of either impellers or pump liners.
- (2) Actual time lost due to removal of logs or driftwood from the pump, pipeline, cutterhead or pontoon line, also necessary time lost due to washing out pipeline before handling.

- (3) Actual time involved in preparing plant, following work on a given section, ready to move to the next section. This time will be measured from the time of shutting down by order of the Contracting Officer until the tow of the plant commences enroute to the next section. Payment for moving between sections is covered herein below. Once the plant has reached the next section of work, the rate of 70- percent payment will resume and will cover the most of the preparation of the plant and pipeline ready for dredging, and will continue, (except for unauthorized shutdowns, until material is passing trough the pipeline at which time the payment will revert back to 100 percent payment. When, through the negligence of the Contractor, part of the necessary equipment needed to prepare the plant before and after a given move is not available as in the case of broken or disabled pontoons, lake of self-propelled plant to handle the preparing of the plant before and after a given movement between sections, no payment will be made for the period of delay. During the preparation periods as specified above, the Contractor shall at all times maintain the average operating strengths of each watch and be ready to commence preparing the dredge and pipelines before and after a movement between sections.
- (4) Time lost in making such openings in floating discharge pipelines or swinging to one side of channel and slacking off on the swing wires as may be necessary for the passage of vessels. The Contractor will be responsible for making such opening upon signal of any vessel or craft desiring to pass.
- (5) Authorized shutdowns necessitated by conditions relating to Placement Areas or environmental concerns, including the actual time lost repairing dikes, spillways, and cessation of pumping to lower water level inside the diked areas.
- (6) If after making allowance for unfavorable conditions not directly caused by failure of the Contractor to comply with provisions of these specifications, it is determined by the Contracting Officer or its representative that excessive 70 percent pay time is required by the Contractor to perform work under Subparagraphs (c)(1) through (5) above, an adjustment will be made reducing the amount of 70 percent pay time and increasing the amount of non-pay time accordingly.

(d) Payment will not be made for:

- (1) Lay time after arrival at new location when such time is incurred at the direction of the Contractor's representative, or when through negligence of the Contractor the necessary equipment is not available at the new location.

- (2) Shutdowns to repair the dredge, stop leaks in the pipeline, pull a line together when the joints open up, replace damaged per tons, except when pontoons are damaged by drift. Discharge line will be considered in condition when pumping is commenced and stops for reasons enumerated above will be considered as repair time.
- (3) Clearing plugged pipeline due to Contractor's negligence.
- (4) When the dredge is moved from the worksite at the Contractor's convenience.
- (5) When the dredge is shut down due to damages caused by insufficient control of the outfall from the disposal area.
- (6) When or purpose other than that enumerated above, except for mobilization and demobilization, including removing misplaced material, shutdowns due to safety, or insufficient crew size.
- (7) When the GPS positioning is not operational.

(e) Payment will be made for:

- (1) When the dredge shuts down for any reason or purpose that applies under Subparagraph 20(d) of this provision, the ensuring time shall remain under the classification until the cause of the shutdown shall have been removed, and no claim shall be allowed for other work performed during that time except if it be the case that the Inspector appointed by the Authorized Representative of the Contracting Officer orders the dredge and attendant plant to be moved to a new location.
- (2) Moving Between Sections of Work. The movement of the total dredge or plant, including pipeline, between the various worksites or areas of shoaling occurring in the channel shall be made part of Mobilization and Demobilization.
 - (i) Measurement and payment for movement between stations shall not include that time or distance incurred in the preparation of the total plant and pipeline to be moved, nor shall measurement and payment include that time and distance incurred in the preparation of the total plant and pipeline ready to dredge following the movement of the total plant and pipeline. Payment for preparation before and after a movement is listed under Subparagraph 20(c)(3) above.
 - (ii) Measurement and payment will be made on the basis of one move and one move only. If the Contractor requires more than one move to move the total plant and pipeline between

channels, the measurement and payment for the one move will be based on the movement of that tow which includes the dredge.

- (3) Standby Time. When channel conditions are such that they will preclude economical and efficient dredging operations, the Contracting Officer may elect to place the total dredge plant in a standby status until conditions are favorable for economical and efficient dredging operations. When the Contracting Officer directs that the total dredge plant be placed in a standby status, the Contractor will cease dredging operations and preparations for dredging operations, and will secure the total dredge plant in an approved location.
- (i) During the standby period, the Contractor shall man the total dredge plant with sufficient crew to ascertain the security of the plant and to maintain the operations of those systems of the plant that are essentially required to be operated.
 - (ii) The standby status will be measured and paid for by the hour measured to the nearest 1/60th of an hour at the rate of 40 percent of the 100 percent pay time rate for effective dredging.
 - (iii) From the time the Contracting Office places the plant in a standby status, until the time the Contracting Officer removes the standby status, the total dredge plant will remain in a standby status and no payment or division of payment will be made for other items of work.
 - (iv) When in standby status, the total dredge plant or portion thereof will not be moved from the approved location of standby unless directed.
 - (v) With the removal of the plant from standby status, the Contractor will be given an assignment that may be to move back to the location from whence the standby status commenced, or to move to another location.
 - (vi) Payment for moving from the dredging location to the standby locations will be made at 70 percent of the effective dredging time payment.
 - (vii) Payment for moving from the standby location back to the dredging location last performed on will be made at 70 percent of the effective dredging time payment.

- (viii) It is not anticipated that any standby time will be required; however, if channel conditions are such that it is determined necessary by the Contracting Officer to place the dredge in standby status, payment will be made as specified above at the rate of 40 percent of the 100 percent pay time rate.

18. DEFINITIONS (CESWG). When, in the specifications or upon drawings, the words directed, required, ordered, designated, prescribed, or words of the like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory or words of like import will mean approved by, acceptable t, or satisfactory to the Contracting Officer unless otherwise expressly stated.

**19. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.
(31 OCT 1989) (ER 415-1-15).**

19.1 This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled DEFAULT: (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(a) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(b) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

19.2 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
(8)	(6)	(4)	(3)	(5)	(6)	(5)	(7)	(10)	(7)	(5)	(7)

19.3 Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily Contractor Quality Control report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. Time extensions herein shall apply only to the work covered under the Bid Item "Cellular Concrete Mattresses" in the Bidding Schedule.

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SECTION 02481 - DREDGING (RENTAL)

PART 1 - GENERAL

1.1 SCOPE OF WORK. The work to be performed in this Section consists of furnishing a hydraulic cutterhead pipeline dredge with pump discharge of not less than 18-inch diameter inside pump diameter nor more than 27-inch diameter inside pump discharge complete with the necessary materials, supplies, labor, and transportation including fuel, power, and water for maintenance dredging operations in the navigable channels of the Gulf Intracoastal Waterway, Texas. It shall be the responsibility of the Contractor to maintain and preserve stakes and other markers established by the Contracting Officer until authorized to remove them. If these works are destroyed by the Contractor through negligence prior to their authorized removal, they may be replaced by the Contracting Officer at its discretion. The expense of replacement will be deducted from amounts due or to become due to the Contractor.

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 (Feet)	Required Width (Feet)	From Station	To Station	Distance Between Stations (Feet)
MAIN CHANNEL IN MATAGORDA BAY				
16	125-225	605+000	605+200	200
16	225	605+200	616+374	11,174
			SUBTOTAL	11,374
NATURAL BAY BOTTOM ROUTE				
10	250	615+400	616+600	1,200
			SUBTOTAL	1,200
			TOTAL	12,574

1.1.2 The varying bottom width(s) and lengths to be dredged are shown on the drawings referred to in the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled CONTRACT DRAWINGS 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.

1.1.3 Cross Sections and Dredging Quantities. The cross sections and corresponding dredging quantities depicted for this contract are based on "before dredging" data from the last maintenance contract. The cross sections and dredging quantities shown are for depicting channel condition as it is expected to exist at the time of bid opening. Prospective contractors are encouraged to use the data currently reflected in this contract for determining preliminary unit prices, as new data will be reflective of the historical data. The Government may elect to lengthen the dredging limits to obtain additional quantities of material necessary to optimize dredging efficiency.

1.2 SUBMITTALS shall be as specified herein.

1.3 LOCATION. The reach to be dredged is approximately 2 miles northeast of Port O'Connor, Texas located on the Gulf Intracoastal Waterway in Matagorda Bay.

1.4 OBSTRUCTION OF CHANNEL. The Government will not undertake to keep the Channel free from vessels or other obstructions, except to the extent of the 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, the 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 under this contract.

1.5 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.

1.6 NOTIFICATION PRIOR TO COMMENCEMENT OF DREDGING OPERATIONS. The Contractor shall notify the Area Engineer, at the Southern Area Office, 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.

1.7 UTILITIES ACROSS THE LIMITS OF DREDGING. There are no known utilities that cross the area to be dredged.

1.8 WORK COVERED BY THE CONTRACT PRICE.

1.8.1 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. 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 the completion of the work, for removal of the plant and equipment from the work sites.

1.8.2 Dredging. The contract prices per hour for "Dredging 100 % Pay Time For an Estimated 175,000 CYS (See Sect. 01100, Paragraph: PAYMENT TO CONTRACTOR BY GOVERNMENT)," "Dredging 70% Pay Time (See Sect. 01100, Paragraph: PAYMENT TO CONTRACTOR BY GOVERNMENT)," and "Dredging 40% Pay Time (See Sect. 01100, Paragraph: PAYMENT TO CONTRACTOR BY GOVERNMENT)," shall include the cost of removal and placement of the material as specified in Paragraphs: CHARACTER OF MATERIALS and PLACEMENT OF EXCAVATED MATERIAL below. The contract prices for dredging shall also include the costs for placing and handling pipelines to and at the Placement Areas.

1.9 CHARACTER OF MATERIALS.

1.9.1 Material. The material to be removed to restore the depths within the limits specified in the Paragraph: SCOPE OF WORK, above, is composed of shoals of silt, hard-packed sand and shell that has accumulated over a period of time; however, some virgin material may be encountered in allowable overdepth, or side slope dredging. Bidders are expected to examine the work site and the records of previous dredging, which are available in the Southern Area Office, and after investigation decide for themselves the character of the materials.

1.9.2 Debris. Other materials, including scrap, rope, wire cable, snag, and stumps may be encountered in the specified limits and overdepth dredging. No separate payment will be made for removal and disposal of this debris.

1.10 MEASUREMENT.

1.10.1 Dredging. The total amount of material removed shall be measured by the hour.

1.10.2 Ledge Rock. If ledge rock is present, the amount removed and to be paid for will be measured by the hour by computing the volume between the top surface of the rock as shown by the probings of the last survey made before drilling and blasting and the bottom surface shown by a probing survey made as soon as practicable after completion of the work and included within the limits of the overdepth, side and end slopes specified in the Subparagraph: Table of Allowable Overdepth, Side and End Slopes below, less deductions that may be required for misplaced materials specified in the Paragraph: PLACEMENT OF EXCAVATED MATERIAL, below. The quantity of material other than ledge rock removed and to be paid for will be determined by

subtracting the quantity of ledge rock as measured above, from the total quantity of material removed and to be paid for.

1.10.3 Electronic Positioning. In using electronic positioning the Government will make a corrective adjustment, if applicable, in the volume computation process 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 centerline 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 a similar adjustment 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. Coast 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 Gulf Intracoastal Waterway project is available at the Southern Area Office, Corpus Christi Location. The Contractor shall be responsible for establishing its own reference line to conduct hydrographic surveys and dredging operations if electronic positioning equipment is not used.

1.10.4 Drawings. The drawings already prepared as specified in the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled CONTRACT DRAWINGS AND SPECIFICATIONS represent historical conditions existing as of the date of their preparation (average historical conditions). However, to reflect anticipated shoaling or scour occurring between the dates of preparation of the drawings and the dates of the "before-dredging" sections, the estimated dredging quantities shown in the Bidding Schedule will be 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.

1.11 PAYMENT.

1.11.1 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.

1.11.2 Dredging. Payment will be made at the contract unit price per hour for "Dredging 100 % Pay Time For an Estimated 175,000 CYS (See Sect. 01100, Paragraph: PAYMENT TO CONTRACTOR BY GOVERNMENT)," "Dredging 70% Pay Time (See Sect. 01100, Paragraph: PAYMENT TO CONTRACTOR BY GOVERNMENT)," and "Dredging 40% Pay Time (See Sect. 01100, Paragraph: PAYMENT TO CONTRACTOR BY GOVERNMENT)," which shall include the cost of removal and placement of material as specified in Paragraphs: CHARACTER OF MATERIALS above and PLACEMENT OF

EXCAVATED MATERIAL below. Payment shall also include the cost of laying, removing, and handling pipelines.

1.11.3 Partial Payments. Monthly partial payments for “Dredging” will be based on hours worked.

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.

2.2 DREDGE REQUIREMENTS. The dredge offered shall be capable of continuous operation at an output as stated in the Table below. The dredge shall be of sufficient size and construction that it will work efficiently in a cut with a minimum bottom width of 125 feet and depth of 16 feet maximum; however, the plant shall be capable of satisfactorily dredging over a maximum channel width of 250 feet in one (1) swing of the dredge. The Contractor shall have on-site, available for use at all times, a variety of serviceable interchangeable pump impellers (2 minimum), a spare pump shell, and spare cutter to permit the dredge to operate efficiently under varying conditions as specified in the Bid Schedule. The dredge cutterhead actuating device shall be non-hydraulic type or have an automatic shutdown valve if hydraulic type, to prevent the possibility of accidental release of hydraulic fluids into the Waterway. The dredge shall be capable of dredging in the open Bay. The swing of the cutterhead shall be accomplished through the use of conventional dredge swing anchors. The pontoon and shore dredge discharge lines shall be the same diameter as the pump discharge. The dredge shall be equipped with a gyrocompass. The Contractor shall also furnish a 24-hour digital clock with lighted numerals in the lever room.

2.2.1 Average Conditions. In using the following Table, only one (1) main dredge pump on board the dredge shall be used. The following Table is estimated dredge output per working hour for a dredge working with a 16-foot lift and 5,000 linear feet of pipeline. These are the average conditions expected for dredging the Gulf Intracoastal Waterway.

18-INCH	20-INCH	24-INCH	27-INCH
DISCHARGE	DISCHARGE	DISCHARGE	DISCHARGE
300 CU.YD/HR	400 CU.YD/HR	600 CU.YD/HR	700 CU.YD/HR

2.3 ATTENDANT PLANT.

2.3.1 General. The Contractor will supply the following attendant plant: fuel barge, work barge, and equipment barge plus the equipment specified below. The auxiliary and attendant plant shall be in good condition and of sufficient size and

capability to efficiently serve the dredge and to move the total plant and pipeline between work locations in one (1) move.

2.3.2 Floating and Submerged Pipelines. A combination of floating lines and slipjoint shore pipe in varying lengths shall be used on most of the work; however, the Contractor shall have available 8,000 feet of a combination of floating and submerged pipeline, at least 4,500 feet shall be floating, with necessary fittings and 5,000 feet of serviceable shore pipe upon arrival of the dredging plant at the site of initial mobilization. Equivalent plastic pipe may be used as long as a dedicated fusing machine and a qualified operator is on-site with the dredge at all times during the duration of this contract. The pipeline shall be ready to be put to work with no visible holes, tears or defects present that will affect the operation. The Contractor shall furnish two (2) landing section barges for making connection from the floating line to the shore pipe. One (1) swivel floating elbow section and one 90-degree slipjoint shore pipe elbow shall be furnished. Total pipeline requirements shall be available during the life of this contract. Floating lines and shore pipe shall be capable of being visually inspected for leaks at all times during the operation. All pipeline shall be of the same diameter as the dredge pump discharge as designed by the pump manufacturer and bid by the Contractor.

2.3.3 Dredge Tenders. The attendant plant shall include a minimum of two (2) dredge tenders, one 200-horsepower and one 400-horsepower minimum, both of which shall be capable of performing the duties necessary to efficiently carry out the dredging operations in normal currents and conditions, and both shall be available at all times to ensure efficient and safe operations. If the dredge is not self-propelled, the attendant plant shall include one (1) additional towing vessel, with sufficient horsepower to be determined by the Contractor, to be available at all times to adequately move the dredging plant from one location to another and to assist in the total dredging operation.

No division in pay will be made for the additional towing vessel and the two (2) dredge tenders. They will be considered part of the dredging plant and shall be in operating condition at all times regardless of the pay status of the dredge.

2.3.4 Equipment Used on Shore.

2.3.4.1 For use in shore work, the Contractor shall furnish the NECESSARY equipment to perform the work. The equipment will be considered as part of the plant and shall be in operating condition at all times regardless of the pay status of the dredge. Radios shall be furnished in the equipment at the Contractor's expense to provide communications between the equipment and the dredge.

2.3.5 Recording Vacuum and Pressure Gages. The dredge shall be equipped with a recording vacuum and pressure gages and shall record pipeline pressure and pump vacuum and pump revolution during dredging operations. Legible charts of these recordings shall be submitted for each day's operation on a daily basis.

2.3.5.1 The Contractor shall provide a digital depth sounding device capable of obtaining continuous depth sounding measurements in the area of the forward hull of the dredge. The data obtained by the depth-sounding device shall be displayed in the

lever room of the dredge. Periodic verification of the accuracy of the results of the depth-sounding device shall be made by use of a lead line.

2.3.6 Spill Barge. A spill barge equipped with an A-frame and winch capable of raising and lowering the discharge pipe, a motor operated spud large enough to withstand the force of the discharge, an independent generator-operated light plant with high output quartz floodlights capable of operating throughout the night; baffles, trestles, weirs, check dams, polyethylene, and sand bags required in the proper control of the dredge effluent discharge shall be furnished and installed by the Contractor at its expense.

2.3.7 Skidder Barge. A skidder barge with the proper winching equipment required to anchor the floating line and allow adequate advancing of the dredge. If adequate lighting cannot be supplied by a tender during operation of the skidder barge winch hoist, a separate generator operated light plant shall be supplied for night time operations.

2.3.8 Sufficient Lighting shall be provided for night operations in the Placement Areas. This may be accomplished by use of portable plants. Radio communications shall be furnished at the Contractor's expense between the dredge and the Placement Areas.

2.4 TRANSPORT VESSEL The Contractor shall have a weather-protected crew boat with operator available at all times. The crew boat will be used for transporting dredge inspectors to and from the nearest landing.

2.5 AUTOMATED DREDGE POSITIONING. The Contractor shall furnish, operate, and maintain a complete Differential Global Positioning System (DGPS) to provide dredge cutterhead positioning and alignment in the various assignments during the duration of this project. The system shall utilize DGPS equipment to provide real time positioning using NAD 83 State Plane Coordinates. Along with base reference receiver - remote system, the Contractor shall furnish, operate, and maintain a radio beacon receiver capable of receiving and using the U. S. Coast Guard's DGPS correction broadcast for real time dredge cutterhead positioning and operation.

2.5.1 Marked Control Point. For each assignment, the Government will furnish a suitable marked control point with proper NAD 83 coordinates and Latitude/Longitude designation for use by the Contractor to set up its GPS antenna, reference receiver, and radio data link. If the Contractor elects to use other points or establish new control points, a copy of the survey data associated with those control points shall be submitted for the Government's review.

2.5.2 Diskette. The Contractor will be provided a diskette containing a DXF (Digital Translation File) or Autocard DWG file of the dredging cut-layout for each individual assignment containing stationing, baseline information, and coordinates.

2.5.3 Positioning System. The complete positioning system shall provide as a minimum the following features:

- (1) The reference GPS receiver shall at least be capable of sending correcting data every 1 to 3 seconds to provide positional accuracies in the 1 to 3 meter range.
- (2) Complete real time display of the dredge cutterhead in relation to the dredging cut, centerline ranges, and current 100-foot stationing shall be displayed simultaneously on VGA color monitors located in the lever room of the dredge and the inspector's office, so that the inspector can easily determine the current location of the dredge cutterhead in relation to the dredging cut and the previous location of the dredge as it advances.
- (3) Data logging and recording of positioning information during the dredging assignment to diskette to be turned in to the Corps at the end of each assignment.
- (4) Printouts of screen data reflecting the advance of the dredge and the arc of the swing within the channel shall be available upon request by the inspector for any time interval.

2.6 PLANT. The plant listed on the attachment to the Bidding Schedule is the minimum which the Contractor agrees to place on the job unless otherwise directed, and its listing thereon is not to be construed as an agreement of the part of the Government that it is adequate for performance of the work.

2.6.1 Performance of the Plant. The Contractor shall be considered as giving assurance that the dredging plant offered will perform efficiently under the conditions specified herein.

2.6.2 Unserviceable Plant. If at any time during the life of this contract, the Contracting Officer determines that any item of plant or part thereof is inadequate for the service required, or is not being operated at full capacity, or has become unserviceable or incapable or efficient work or is not being effectively operated because of replaced or incompetent personnel, it will notify the Contractor in writing of its decision and direct that item of plant or part thereof or personnel be removed from the work or the defects corrected. The Contractor shall substitute other plant of similar capacity and power satisfactory to the Contracting Office for any item of plant or part thereof condemned and ordered removed from the work as unfit. Discharge pipelines shall be maintained in good condition and ready to be put to work so that no visible holes, tears or defects affecting operation are present and floating pipelines shall be supported by the usual catamarans and bracing or small barges or pontoons. Leaks occurring in the pipelines shall be promptly stopped.

2.6.3 Control.

2.6.3.1 The entire lot of plant included in this contract shall be under the control of the Contracting Officer or its representative, with regard to the hours of work, location of work, type impeller used, and overall work to be done. A representative of the

Authorized Representative will issue instructions with reference to the shore work; however, the actual supervision and direction of operations shall be the Contractor's responsibility.

2.6.3.2 The Contractor or a representative with full authority to act for it in all matters pertaining to the administration of this contract and to the care and operation of the plant, shall be on the actual worksite at all times. The Contractor shall submit the names of its representatives, including resumes of their qualifications, to the Contracting Officer in writing prior to the commencement of work. It is expressly understood that the actions taken by the named representative with respect to the administration of this contract and to the care and operation of the equipment shall be legally binding on the Contractor.

2.6.4 Movement of Plant. The Contractor will be notified of this assignment a sufficient time in advance of the movement of the dredge plant to permit assembly of equipment and placing of shoreline and readying disposal areas at the new dredging site. When operations are suspended, as specified in the SPECIAL CONTRACT REQUIREMENTS entitled COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, during period covered by lease or any extension thereof, movement of the dredge and attendant plant to the nearest safe harbor, when deemed advisable or necessary, shall be the responsibility of the Contractor. The nature of the work demands the timely movement of the dredging plant from station to station over several miles of the channel and frequent movement of dredge and pipeline on a daily basis to pass numerous tow boats and barges; therefore, to accomplish the timely movement of the dredging plant, the Contractor will furnish one (1) additional tug to the dredging plant if the dredge is not self-propelled. The additional tug will be properly crewed precluding the switching of personnel from tug to tug or decreasing the dredging plant complement. No direct payment will be made for the additional tug, its crew, supplies, services, and repair. The cost of the additional tug shall be appropriately included in applicable pay items of this contract.

2.6.5 Operations and Repair. The Contractor shall bear all direct overhead and collateral expenses incident to the operation, upkeep, and repair of all items of plant. The Contractor shall maintain the plant in a good state of repair, shall arrange for a supply of renewal parts to be on hand when needed for all plant. The Contractor shall also provide and maintain qualified personnel for each item of plant employed in connection with this work.

2.7 CREW. The Contractor shall at all times furnish and pay the necessary crew and supervisory personnel required for the satisfactory and efficient operation of the dredge and attendant plant and to handle floating and shore pipe lines. The crew listed on the attachment to the Bidding Schedule is considered the minimum that the Contractor agrees to place on the job. The listing thereon is not to be construed as an agreement on the part of the government that it is adequate for the performance of the work. The Contractor agrees to place on the job crew members required to perform the work using a method that will be in compliance with the contract specifications prior to the start-up in work status.

2.7.1 Performance. The crew on the dredge shall be able to perform operations including clearing the pump and suction and adding or removing the pipeline simultaneously. A minimum of two (2) persons will be required on the dump at all times when shore pipeline is in use. Each crew member shall be relieved by qualified personnel on its days off.

2.7.2 Boat Operators and marine activities shall comply with U.S. Coast Guard (USCG) regulations. Officers and crew shall be in possession of a current, valid USCG license, which shall be posted in a public area onboard the vessel or correctly endorsed document as required by the USCG. The separate swing vessels called for in the specifications shall have a licensed operator at all times.

2.7.3 Tankerman. The Contractor shall comply with applicable U. S. Coast Guard regulations concerning the manning of tank barges and fueling transfer operations as stated in CG 123, PARAGRAPHS 31.15-5(A,B,C) AND 35.35-1(A,B,C), 1983.

PART 3 - EXECUTION

3.1 ESTIMATED QUANTITIES.

3.1.1 Required Dredging Prism. The total estimated quantities of material necessary to be removed from the required dredging prism, exclusive of allowable overdepth, to complete the work specified in the Paragraph: SCOPE OF WORK above, including anticipated shoaling occurring prior to start of work are as follows:

MAIN CHANNEL IN MATAGORDA BAY	59,000 Cubic Yards
NATURAL BAY BOTTOM ROUTE	8,000 Cubic Yards
TOTAL	67,000 Cubic Yards

3.1.2 Overdepth. The maximum amount of allowable overdepth dredging is estimated, including anticipated shoaling occurring prior to start of work are as follows:

MAIN CHANNEL IN MATAGORDA BAY	97,000 Cubic Yards
NATURAL BAY BOTTOM ROUTE	11,000 Cubic Yards
TOTAL	108,000 Cubic Yards

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: SCOPE OF WORK above, be it more or less than the amounts above estimated. The work is to be done in accordance with this contract and at the contract price or prices, subject to the provisions of NON-REGULATED SPECIAL CONTRACT REQUIREMENTS CLAUSE entitled VARIATIONS IN ESTIMATED QUANTITIES - DREDGING.

3.2 SECTIONS. The dredging work Items on the Bidding Schedule are divided into Sections, as follows:

Station No.	From Station	To Station	Length of Section (Feet)	(1)(2) Prescribed Depth (CY)	(2) Allowable Overdepth (CY)	(2) Total Estimated (CY)
MAIN CHANNEL IN MATAGORDA BAY						
1	605+000	610+000	5,000	30,000	53,000	83,000
2	610+000	616+374	6,374	29,000	44,000	73,000
SUBTOTAL			11,374	59,000	97,000	156,000
NATURAL BAY BOTTOM ROUTE						
3	615+400	616+600	1,200	8,000	11,000	19,000
SUBTOTAL			1,200	8,000	11,000	19,000
TOTAL			12,574	67,000	108,000	175,000
(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.

3.3.1 The Contractor shall commence work by placing the mattresses on Sundown Island in Placement Area No. 116A, 10 days after Notice To Proceed is received.

3.3.2 The Contractor shall be expected to continue dredging operations 7 days per week, 24 hours per day. The order of work to be performed under this contract cannot be determined well as other available dredges on the system. Assignments will be based on priority. These assignments will include specific instructions as to starting points and dredging directions within dredging reaches. If available, dredging locations will be depicted on the Dredging Plan Views which will be prepared on the basis of surveys taken prior to scheduled dredging.

3.3.3 Upon completion of any given location or as directed to move as specified above, the Contractor shall immediately proceed to move with total dredging plant in tow as directed and initiate dredging at the next assigned location.

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, a bayou or stream tributary to the Gulf Intracoastal Waterway, 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. The Contractor shall adequately inspect its placement operations in the Placement Areas daily to reduce the possibility of accidental breaching of levees and Drop-outlet Structures with resulting spillage of dredged materials outside the Area. If levee failures occur while materials are being pumped into the Placement Areas, dredging operations shall be stopped immediately, and deposit of the material in the Area shall not be resumed until the confining structures have been restored to an approved condition. Materials shall be deposited so that no water is impounded and natural drainage is not obstructed. Once placement operations are completed in a confined area for which the Placement Area is being used, the boards on the Drop-outlet Structure of that Placement Area shall be removed at a proper rate to allow drainage of the Area. Every effort has been made to give the pertinent details on the location of utility pipelines, structures, and other facilities which may be encountered in performing the levee and Drop-outlet Structure work. The data shown are substantially correct. However, the Contractor shall investigate existing conditions and satisfy itself as to the existence of additional construction that may interfere with the work herein specified. In confined Placement Areas, levee and Drop-outlet Structure work required shall be completed and accepted prior to commencement of placement operations. borrow material shall be clean and free of objectionable materials. Confined areas shall be maintained in operational condition until completion and acceptance of the work in this contract. The NON-REGULATED SPECIAL CONTRACT REQUIREMENTS CLAUSE entitled DAMAGE TO WORK is only applicable to damage of levees and other non-dredging items.

3.4.2 Placement Areas.

3.4.2.1 Placement Area No. 116A.

- (1) Coordination. The Contractor shall notify the Southern Area Office 2 days in advance of commencement of material placement at Placement Area No. 116A to schedule an on-site meeting to discuss layout of pipeline, sequence of material placement, and control of discharge. The Contractor shall also coordinate placement of

material in Placement Area No. 116A with the Audubon Society Warden, Mr. Chester Smith, 3506 Woodcrest, Baytown, Texas 77521. Phone number in Baytown is (281) 427-4902 or in Port O'Connor is (361) 983-2903.

- (2) Equipment, Pipeline, and Personnel. In addition to typical required equipment for pipeline operation, the Contractor shall arrange for the following during material placement: Two (2) personnel on-site full-time and one (1) operational marsh backhoe. Also, the Contractor shall install two (2) operating Wye valves, with cutoffs along the pipeline, as directed to accomplish the placement of material at the site as specified.
- (3) Pipe Layout and Access Restrictions. At the on-site meeting the Contractor shall present a proposal for accomplishing the specified placement requirements, including pipe layout location of Wye valves, operation of valves, and the method and locations of drainage of effluent water from the site. One Wye valve shall be located where it can be used to direct discharges of soft fines and water during pipeline washing to an approved location within the discharge corridor, where wash loss of previously-placed sand can be minimized. The second Wye valve shall be located along the "sand-placement" line, where it can be used to shunt sand from one (1) discharge location to another, as required to accomplish the specified placement results. No personnel or equipment will be allowed on the existing Island, on or beyond the existing line of geotextile tubes, except for the area defined and staked during the on-site meeting.
- (4) Discharge Locations and Sequence. Unless otherwise directed at the on-site meeting, the Contractor shall discharge sand in the following locations in the following sequence:
 - (i) Material shall be mounded behind the west end of the existing cellular concrete mattresses, behind the existing western-most line of geotextile tubes, to a minimum Elevation +8.0 feet MLT, and to cover an area defined by the Contracting Officer at the on-site meeting. During placement of this material, the Contractor shall use the marsh backhoe to construct the ditches or dikes required to direct effluent water back into the discharge corridor, to minimize material loss to areas outside of the corridor. During this material placement the Contracting Officer may, at any time, direct movement of the discharge point to the next sequenced location or use the Wye valve control to distribute material between two (2) areas.

- (ii) Material shall be mounded to average minimum Elevation +6 along the approximate alignment of the new cellular concrete mattresses as directed during the on-site meeting.
 - (iii) Material shall be discharged to construct a continuous mound along the west side of the existing geotextile tube, beginning near the north end of the western geotextile tube and proceeding south. One (1) of the lines from the Wye shall be advanced along a line about 50 feet from the geotextile tube with the second line advanced somewhat behind the first line, along a line about 150 feet from the geotextile tube. Upon reaching the south end of the discharge corridor, the Contractor shall then advance a third line located about 250 feet from the geotextile tube, until completion of dredging. The Contractor shall relocate the discharge points along these lines as often as necessary so that the average elevation of the mounded material is not lower than 1-foot below the top of the geotextile tube. Upon completion of the filling operation, the fill shall be graded and dressed to a generally uniform elevation, with slight grade toward the Bay, with no un-drained pockets, abrupt humps or depressions.
- (5) Control of Discharge. The Contractor shall use the Wye valve to direct sand to the discharge locations specified. Alternatively, the Contractor shall use the Wye valve to direct fines and pipe wash water to the discharge location approved at the on-site meeting. The Contractor shall use a spreader or pocket pipe at the ends of the sand-discharge pipes to reduce wash of sand.

3.4.2.2 Open Water Placement Area No. 7. This open water 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 dredged material shall be deposited over or beyond the crests of existing dumping grounds wherever they exist. The Contractor shall perform its operations using a method that will prevent material from flowing back into the channel. The discharge end of the pipe shall be held at or near the bottom during placement operations to confine the material within the designated Area. A spreader shall be used at the submerged end of the discharge pipe to distribute the material evenly and reduce scouring. Material deposited beyond the limiting lines of discharge shall be removed by the Contractor at no additional cost to the Government.

3.4.2.3 Distribution of Dredged Material. The material dredged from the channel sections specified in this contract shall be distributed in the Placement Areas designated according to the TABLE OF DISTRIBUTION OF DREDGED MATERIAL below:

TABLE OF DISTRIBUTION OF DREDGED MATERIAL			
STARTING CHANNEL STATION	ENDING CHANNEL STATION	SECTION NO.(S) OF CONTRACT	PLACEMENT AREA NO.(S)
Main Channel			
605+000	616+374	1,2	*116A
Natural Bay Bottom			
615+400	616+600	3	7
*NOTE: No work in Placement Area No. 116-A (Sundown Island) is allowed between 1 March and 31 August due to nesting birds.			

3.4.3 Pipelines.

3.4.3.1 Location Details. Every effort has been made to give pertinent details on the locations of utility pipelines and other facilities which may be encountered in trenching or jacking operations. The data shown are substantially correct. However, the Contractor shall investigate existing conditions and satisfy itself as to the existence of additional construction that may interfere with pipeline laying herein specified.

3.4.3.2 Submerged Pipeline Sections. If the Contractor elects to use a submerged section in the dredge discharge pipeline for crossing a navigable channel it may do so without the formality of obtaining a Department of the Army permit for work on structures in navigable waters. However, three (3) copies of detailed plans of the submerged section shall be submitted and approved prior to use of the submerged section. The plans shall indicate clearly the width and depth of the navigation opening and the method used to mark it by day and by night for the safety of navigation. The minimum bottom width of the submerged section shall not be less than 200 feet wide for channels whose authorized width is greater than 200 feet. The minimum bottom width of the submerged section for channels whose authorized width is less than 200 feet shall be the width of the authorized Federal Channel. The highest point on the pipe or ball connection occurring across the bottom width of a submerged section shall not be higher than 14 feet below Mean Low Tide in the Gulf Intracoastal Waterway project. Lighted buoys, meeting the requirements of U.S. Coast Guard Regulation 33 C.F.R. 62.25, shall be provided by the Contractor to mark the navigation opening. A red buoy exhibiting a quick flashing red light shall be used to mark the right side of the opening and a black buoy exhibiting a quick flashing green light shall be used to mark the left side of the opening. The frequency of the flashes shall be not less than 60 per minute. "Right side" and "left side" of the opening shall be in conformance with the lateral system of buoyage established by the U.S. Coast Guard. Requirements for the lighted buoys and description of the lateral system will be found in the U.S. Coast Guard publication CG 208 entitled "Aids to Navigation." Lights to be displayed on pipelines shall be in accordance with U.S. Coast Guard Regulation 33 C.F.R. 80.23.

3.4.4 Unauthorized Placement of Material.

3.4.4.1 Misplaced Excavated Material. Excavated material that is deposited other 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 without cost to the Government.

3.4.4.2 Debris Disposal. During the progress of the work, the Contractor shall not deposit worn out discharge pipe, wire rope, scrap metal, timbers, 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 the dredging operations, shall be disposed by the Contractor at approved locations.

3.4.5 Easements. Permits authorizing the laying of shore pipe, and for placement of dredged material in the Placement Areas, are on file and available for examination in the offices of the U. S. Army Corps of Engineers, Southern Area Office, 1920 North Chaparral, Corpus Christi, Texas and in the Galveston District Office, Jadwin Building, 2000 Fort Point Road, Galveston, Texas. The instruments authorizing the laying of shore pipelines may contain certain restrictions relative to specific route, location, and general use of the land. These instruments form a part of these specifications and the Contractor shall strictly comply with the terms thereof.

3.4.6 Preservation of Public and Private Property.

3.4.6.1 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 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.

3.4.6.2 Accountability 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 herein. The Contractor shall be accountable 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.

3.5 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 the hourly rate.

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: OVERDEPTHS, 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, by the hour.

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		
			Vertical	Horizontal	Vertical	Horizontal	
MAIN CHANNEL IN MATAGORDA BAY							
605+000	---	2	---	---	1	5	16
605+000	605+200	2	1	5-10	---	---	16
605+200	616+374	2	1	10	---	---	16
616+374	---	2	---	---	1	10	16
NATURAL BAY BOTTOM ROUTE							
615+400	---	2	---	---	1	5	10
615+400	616+600	2	1	5	---	---	10
616+600	---	2	---	---	1	5	10

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 replaces SWG 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, Y2K compliant. 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 what serial communications (COM) port it 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. The Contractor will however have the option of submitting the data either by diskette or by modem. If the Contractor elects to submit the data by

modem, the data shall be submitted on a daily basis. If the Contractor elects to submit the reports by diskette, the data will 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 for this matter will be Tim Baumer at (409) 766-3874.

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