

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

DREDGING CONTRACT

31939

THIS DREDGING CONTRACT is made and entered into, in duplicate, as of August 25, 2010 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 3, 2010, by and between the CITY OF LONG BEACH, a municipal corporation, ("City"), and DUTRA DREDGING COMPANY, a California corporation, located at 1000 Point San Pedro Road, San Rafael, California 94901 ("Contractor").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with dredging the entrance to Rainbow Harbor; and

WHEREAS, the Charter of the City of Long Beach, section 1802, permits the City to purchase services, supplies, materials, equipment, and labor with other government agencies by purchasing under their contracts on a voluntary and selective basis; and

WHEREAS, the City desires to utilize the specialized services of Contractor; and

WHEREAS, the United States Army Corps of Engineers ("Corps") has a contract for dredging the federal channel known as Agreement No. W912PL-08-C-0006 ("Price contract"); and

WHEREAS, City's participation in the Price Contract will facilitate dredging of Rainbow Harbor as well as provide considerable cost benefits to the City; and

WHEREAS, if the City had to go to formal bid rather than participate in the Price Contract, considerably more funds would be required;

NOW, THEREFORE, the City of Long Beach resolves as follows:

1. GENERAL SCOPE OF WORK. Contractor shall furnish all the necessary labor, materials (except as otherwise specified), power, equipment, tools, transportation and supervision, and shall complete in a workmanlike manner, all the necessary work to provide dredging of approximately twenty-one thousand (21,000) c.y.

1 and deposition into Slip 1 in the Middle Harbor within the Port of Long Beach, in
2 accordance with Specification No. W912PL-08-C-0006, attached as exhibit "A".

3 2. CONTRACT PRICE AND PAYMENT. City shall pay to Contractor
4 for furnishing the materials and doing the work contemplated a sum not to exceed Three
5 Hundred Fifty Thousand Dollars (\$350,000.00).

6 Progress payments will be made at the times and in the manner specified in
7 Exhibit "B".

8 3. INCORPORATED DOCUMENTS TO BE CONSIDERED
9 COMPLEMENTARY. All of the documents referred to in paragraphs 2 and 3 hereof,
10 together with the bonds attached hereto, are by this reference made a part hereof. Said
11 documents, together with this agreement, shall constitute the entire contract between the
12 parties. This contract is intended to require a complete and finished piece of work, and
13 anything necessary to complete the work properly and in accordance with lawful
14 governmental regulations shall be performed by Contractor, whether set out specifically
15 in this contract or not. Should it be ascertained that any inconsistency exists between the
16 aforesaid documents and this agreement, the provisions of this agreement shall control.

17 4. TIME FOR PERFORMANCE

18 4.1 Time is of the essence for the performance of this contract. All of the
19 work described herein shall be completed as soon as possible, but in any event shall be
20 completed no later than one hundred twenty (120) calendar days from the date specified
21 in the Notice to Proceed.

22 4.2 Therefore, in the event dredging of the specified work is not
23 completed within the time specified above, Contractor shall pay to the City, or have
24 withheld from monies due, the sum of one thousand and sixty dollars (\$1,060.00) for
25 each additional calendar day of delay in completing the specified work. Execution of this
26 contract constitutes agreement by City and Contractor that one thousand and sixty
27 dollars (\$1,060.00) per calendar day is the minimum value of the costs and actual
28 damages caused by the failure of Contractor to complete the work within the specified

1 time, that such sum is liquidated damages and shall not be construed as penalty, and
2 that such sum may be deducted from payments due to Contractor if such delay occurs.

3 5. INSPECTION. The work contemplated hereunder shall be subject to
4 the general inspection and supervision of the Chief Harbor Engineer, acting for and on
5 behalf of the Board of Harbor Commissioners. Said general inspection and supervision
6 shall not relieve Contractor of any responsibilities assigned to Contractor hereunder.

7 6. COVENANT AGAINST ASSIGNMENT. Neither this contract nor any
8 of the moneys that may become due Contractor hereunder may be assigned by
9 Contractor without the prior written consent of City.

10 7. SUBCONTRACTORS. Contractor shall not subcontract any portion
11 of the specified work unless specifically authorized by City pursuant to California Public
12 Contract Code Sections 4100-4113, inclusive.

13 10. NOTICES. Any notices required to be given in writing under this
14 contract may be made by personal delivery or by first class regular mail, postage prepaid
15 addressed to the Contractor at the address indicated above, and to City in care of the
16 City Manager at 333 W. Ocean Blvd., Long Beach, California 90802.

17 11. BONDS. Attached hereto are a Bond for Faithful Performance and a
18 Bond for Labor and Material, each duly executed by the Contractor as Principal and a
19 responsible surety company as Surety, which bonds constitute a part of this contract as
20 though fully set forth herein.

21 12. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The
22 acceptance of any work or the payment of any money by City shall not operate as a
23 waiver of any provision of any Contract Document, of any power reserved to City, or of
24 any right to damages or indemnity hereunder. The waiver of any breach or any default
25 hereunder shall not be deemed a waiver of any other or subsequent breach or default.

26 13. WORKERS' COMPENSATION CERTIFICATION. Concurrently
27 herewith, Contractor shall submit certification of Workers' Compensation coverage in
28 accordance with California Labor Code Sections 1860 and 3700, a copy of which is

1 attached hereto as Exhibit "C".

2 14. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
3 upon City by Contractor for and on account of any extra or additional work performed or
4 materials furnished, unless such extra or additional work or materials shall have been
5 expressly required by the City Manager and the quantities and price thereof shall have
6 been first agreed upon, in writing, by the parties hereto.

7 15. WORK DAY. Contractor shall comply with Sections 1810 through
8 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
9 penalty to City, the sum of twenty-five dollars (\$25.00) for each worker employed by
10 Contractor or any subcontractor for each calendar day such worker is required or
11 permitted to work more than eight (8) hours unless that worker receives compensation in
12 accordance with Section 1815.

13 16. PREVAILING WAGE RATES. Contractor is directed to the
14 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, fifty dollars
15 (\$50.00) for each laborer, worker or mechanic employed for each calendar day, or portion
16 thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates
17 for any work done by Contractor, or any subcontractor, under this Contract.

18 17. COORDINATION WITH GOVERNMENTAL REGULATIONS.

19 A. If the work is terminated pursuant to an order of any Federal
20 or State authority, Contractor shall accept as full and complete compensation
21 under this Contract such amount of money as will equal the product of multiplying
22 the Contract price stated herein by the percentage of work completed by
23 Contractor as of the date of such termination, and for which Contractor has not
24 been paid. If the work is so terminated, the City Engineer, after consultation with
25 Contractor, shall determine the percentage of work completed and the
26 determination of the City Engineer shall be final.

27 B. If Contractor is prevented, in any manner, from strict
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties
2 City may by resolution of the City Council suspend performance hereunder until
3 the cause of disability is removed, extend the time for performance, make changes
4 in the character of the work or materials, or terminate this Contract without liability
5 to either party.

6 18. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
7 any of the moneys that may become due Contractor hereunder may be assigned by
8 Contractor without the written consent of City first had and obtained, nor will City
9 recognize any subcontractor as such, and all persons engaged in the work of dredging
10 will be considered as independent contractors or agents of Contractor and will be held
11 directly responsible to Contractor.

12 19. CERTIFIED PAYROLL RECORDS.

13 A. Contractor shall keep and shall cause each subcontractor
14 performing any portion of the work under this Contract to keep an accurate payroll
15 record, showing the name, address, social security number, work classification,
16 straight time and overtime hours worked each day and week, and the actual per
17 diem wages paid to each journeyman, apprentice, worker, or other employee
18 employed by Contractor or subcontractor in connection with the work, all in
19 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such
20 payroll records for Contractor and all subcontractors shall be certified and shall be
21 available for inspection at all reasonable hours at the principal office of Contractor
22 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure
23 to furnish such records to City in the manner provided herein for notices shall
24 entitle City to withhold the penalty prescribed by law from progress payments due
25 to Contractor.

26 B. Upon completion of the work, Contractor shall submit to the
27 City certified payroll records for Contractor and all subcontractors performing any
28 portion of the work under this Contract. Certified payroll records for Contractor

1 and all subcontractors shall be maintained during the course of the work and shall
2 be kept by Contractor for up to three (3) years after completion of the work.

3 C. The foregoing is in addition to, and not in lieu of, any other
4 requirements or obligations established and imposed by any department of the
5 City with regard to submission and retention of certified payroll records for
6 Contractor and subcontractors.

7 20. CONTINUATION. Termination or expiration of this Contract shall not
8 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
9 prior to termination or expiration of this Contract.

10 21. TAXES AND TAX REPORTING.

11 A. As required by federal and state law, City is obligated to report
12 the payment of compensation to Contractor on Form 1099-Misc. and Contractor
13 acknowledges that Contractor is not entitled to payment under this Contract until it
14 has provided its Employer Identification Number to City. Contractor shall be solely
15 responsible for payment of all federal and state taxes resulting from payments
16 under this Contract.

17 B. Contractor shall cooperate with City in all matters relating to
18 taxation and the collection of taxes, particularly with respect to the self-accrual of
19 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
20 materials, equipment, supplies, or other tangible personal property totaling over
21 One Hundred Thousand Dollars (\$100,000.00) shipped from outside California, a
22 qualified Contractor shall complete and submit to the appropriate governmental
23 entity the form in Appendix "A" attached hereto; and (ii) for dredging contracts and
24 subcontracts totaling Five Million Dollars (\$5,000,000.00) or more, Contractor shall
25 obtain a sub-permit from the California Board of Equalization for the Work site.
26 "Qualified" means that the Contractor purchased at least Five Hundred Thousand
27 Dollars (\$500,000.00) in tangible personal property that was subject to sales or
28 use tax in the previous calendar year.

1 C. In completing the form and obtaining the permit(s), Contractor
2 shall use the address of the Work site as its business address and may use any
3 address for its mailing address. Copies of the form and permit(s) shall also be
4 delivered to the City Engineer. The form must be submitted and the permit(s)
5 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
6 order any materials or equipment over One Hundred Thousand Dollars
7 (\$100,000.00) from vendors outside California until the form is submitted and the
8 permit(s) obtained and, if Contractor does so, it shall be a material breach of this
9 Contract. In addition, Contractor shall make all purchases from the Long Beach
10 sales office of its vendors if those vendors have a Long Beach office and all
11 purchases made by Contractor under this Contract which are subject to use tax of
12 Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the
13 City of Long Beach. Contractor shall require the same form and permit(s) from its
14 subcontractors.

15 D. Contractor shall not be entitled to and by signing this Contract
16 waives any claim or damages for delay against City if Contractor does not timely
17 submit these forms to the appropriate governmental entity. Contractor may
18 contact the City Controller at (562) 570-6450 for assistance with the form.

19 22. THIRD PARTY BENEFICIARY. This Contract is intended by the
20 parties to benefit themselves only and is not in any way intended or designed to or
21 entered for the purpose of creating any benefit or right of any kind for any person or entity
22 that is not a party to this Contract.

23 23. SUBCONTRACTORS. Contractor agrees to and shall bind every
24 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
25 create any obligation on the part of City to pay any subcontractor except in accordance
26 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
27 with this Section shall be deemed a material breach of this Contract. A list of
28 subcontractor(s) submitted by Contractor in compliance with Public Contract Code

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1 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
2 reference.

3 24. NO DUTY TO INSPECT. No language in this Contract shall create
4 and City shall not have any duty to inspect, correct, warn of or investigate any condition
5 arising from Contractor's work hereunder, or to insure compliance with laws, rules or
6 regulations relating to said work. If City does inspect or investigate, the results thereof
7 shall not be deemed compliance with or a waiver of any requirements of the Contract
8 Documents.

9 25. GOVERNING LAW. This Contract shall be governed by and
10 construed pursuant to the laws of the State of California (except those provisions of
11 California law pertaining to conflicts of laws).

12 26. COSTS. If there is any legal proceeding between the parties to
13 enforce or interpret this Contract or to protect or establish any rights or remedies
14 hereunder, the prevailing party shall be entitled to its costs, including reasonable
15 attorney's fees.

16 27. NONDISCRIMINATION. In connection with performance of this
17 Contract and subject to federal laws, rules and regulations, Contractor shall not
18 discriminate in employment or in the performance of this Contract on the basis of race,
19 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
20 status, handicap or disability. It is the policy of the City to encourage the participation of
21 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
22 encourages Contractor to use its best efforts to carry out this policy in the award of all
23 subcontracts.

24 28. DEFAULT. Default shall include but not be limited to Contractor's
25 failure to perform in accordance with the Plans and Specifications, failure to comply with
26 any Contract Document, failure to pay any penalties, fines or charges assessed against
27 Contractor by any public agency, failure to pay any charges or fees for services
28 performed by the City, and if Contractor has substituted any security in lieu of retention,

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1 then default shall also include City's receipt of a stop notice. If default occurs and
2 Contractor has substituted any security in lieu of retention, then in addition to City's other
3 legal remedies, City shall have the right to draw on the security in accordance with Public
4 Contract Code Section 22300 and without further notice to Contractor. If default occurs
5 and Contractor has not substituted any security in lieu of retention, then City shall have
6 all legal remedies available to it.

7 IN WITNESS WHEREOF, the parties have caused this document to be duly
8 executed with all formalities required by law as of the date first stated above.

DUTRA DREDGING COMPANY,
a California corporation

9
10
11 SEP 27 2010, 2010

By _____
John Krause
Type or Print Name

12
13 SEP 27 2010, 2010

By _____
Harry Stewart
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

18
19
20 10.25, 2010

By _____ Assistant City Manager
City Manager

Assistant City Manager
"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

21
22
23 This Contract is approved as to form on _____
24 2010.

OCT. 18

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

ROBERT E. SHANNON, City Attorney

By _____
Deputy

BONDS

Premium is for Contract Term
and is Subject to Adjustment
Based on Final Contract Price.



APPROVED
Michael Alio
RISK MANAGER
CITY OF LONG BEACH
DATE: 10/8/10

Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

Executed in Duplicate

PERFORMANCE BOND

Bond **6674754**

Premium \$2,450.00

KNOW ALL BY THESE PRESENTS, That we, Dutra Dredging Company

(hereinafter called the Principal), as Principal, and Safeco Insurance Company of America, a corporation duly organized under the laws of the State of Washington (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Long Beach

, (hereinafter called the Obligee),

in the sum of Three Hundred Fifty Thousand Dollars And Zero Cents

(\$ 350,000.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 30th day of September, 2010.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated August 25, 2010, for Rainbow Harbor Entrance Channel Dredging, Long Beach, CA

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.



Dutra Dredging Company Principal

By *Harry K. Stewart*
Harry K. Stewart, President/COO

Safeco Insurance Company of America

By *Kathy Rangel*
Kathy Rangel, Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Placer)

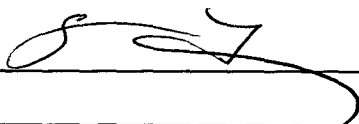
On September 30, 2010 before me, Susan Fournier, Notary Public
(insert name and title of the officer)

personally appeared Kathy Rangel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

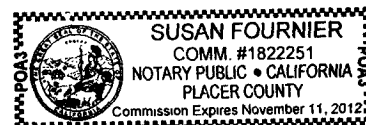
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Premium is for Contract Term
and is Subject to Adjustment
Based on Final Contract Price.



Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

**CONTRACT BOND - CALIFORNIA
PAYMENT BOND**

Bond 6674754
Premium Included
Executed in Duplicate

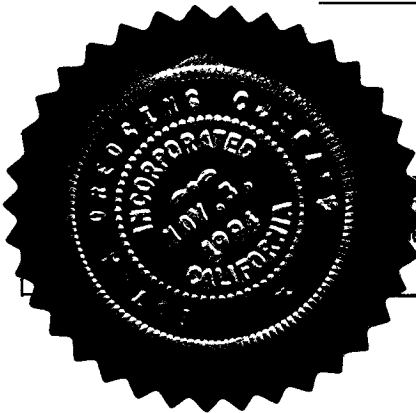
KNOW ALL BY THESE PRESENTS, That we, Dutra Dredging Company
and the Safeco Insurance Company of America, a corporation organized and existing under the laws of the State of
Washington and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto
City of Long Beach
in the sum of Three Hundred Fifty Thousand Dollars And Zero Cents Dollars (\$ 350,000.00),
for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That WHEREAS, the above-bounden Principal has entered into a
contract, dated 25th day of August, 2010, with the Oblige to do and perform the following
work, to-wit: Rainbow Harbor Entrance Channel Dredging, Long Beach, CA

NOW, THEREFORE, if the above-bounden Principal or his/her subcontractors fail to pay any of the persons named in Section 3181 of
the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor
performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the
wages of employees of the Principal or his/her subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with
respect to such work and labor, Surety will pay for the same, in an amount not exceeding the amount specified in this bond, and also, in
case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the
Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Signed, sealed and dated this 30th day of September, 2010.



It is executed in
performance of the



Dutra Dredging Company
Principal
Harry K. Stewart, President/COO

Safeco Insurance Company of America
By Kathy Rangel
Kathy Rangel Attorney-in-Fact

ACKNOWLEDGMENT

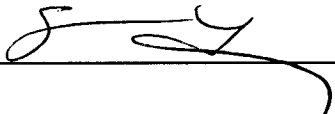
State of California
County of Placer)

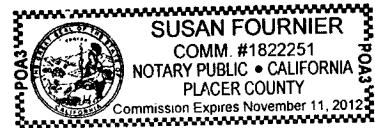
On September 30, 2010 before me, Susan Fournier, Notary Public
(insert name and title of the officer)

personally appeared Kathy Rangel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 13401

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****DONA LISA BUSCHMANN; J. BUSCHMANN; SUSAN FOURNIER; JANA B. PILGARD; KATHY RANGEL; ROBERT D. LAUX: Roseville, CA*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

[Signature of Dexter R. Legg]

[Signature of Timothy A. Mikolajewski]

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 30TH day of SEPTEMBER, 2010



[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary

EXHIBIT

A

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. R00007	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. WB1EYN01954830	5. PROJECT NO. (If Applicable)	
6. ISSUED BY Los Angeles Project Office 645 N. Durfee Avenue, Bldg 18 South El Monte, CA 91733	CODE SL	7. ADMINISTERED BY (If other than Item 6) Los Angeles Project Office 645 N. Durfee Avenue, Bldg 18 South El Monte, CA 91733		CODE SL

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and Zip Code) Dutra Dredging Company 1000 Point San Pedro Road San Rafael CA 94901		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER X W912PL-08-C-0006 NA
		10B. DATED (SEE ITEM 13) 09 Jan 2008
CODE	FACILITY CODE	

11. THIS ITEM APPLIES ONLY 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 solicitations and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA
See Page 2.
Contract Amount Increased \$887,296.00.

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.)	SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
X FAR 52.243-4 CHANGES	
D. OTHER (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return original and 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Contract for LA Estuary Dredging at Long Beach, CA.
Reference No. R00008
NE009 Dredge Area 3
See Page 2.

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) J.C. KRAUSE, DIVISION MANAGER	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 7-26-10	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICIA BONILLA Contracting Officer	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 7/31/10
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

MODIFICATION OF CONTRACT		DATE SIGNED See Block 16C	PAGE OF PAGES 2 2
Contract No:	W912PL-08-C-0006 NA	Reference No. R00008	
Modification No:			
Contractor:	Dutra Dredging Company		
Contract Title:	LA Estuary Dredging		
Location:	Long Beach, CA		

12. ACCOUNTING AND APPROPRIATION DATA (Continued)

APPROPRIATION	WORK ITEM	CONTRACT CHANGE
96-NA-2009-3135-0000	8632D9	\$887,296.00
Total		\$887,296.00

96NA X 2009 3135 0000 L1 2009 08 2450 074719 96041 3230 8632D9 NA 8632D9 \$887,296.00

14. DESCRIPTION OF MODIFICATION (Continued)

A. SCOPE OF WORK

NE009 Dredge Area 3

Provide all labor, equipment, and materials to dredge approximately 31,000 cubic meters from Area 3 and dredge approximately 21,685 additional cubic meters from Area 4, with disposal of all dredge material at Slip 1 Port of Long Beach. In addition, perform a Caulerpa survey prior to dredging. Water quality tests are required to be conducted throughout the timeframe of dredge and dredge disposal activity.

B. CHANGE IN CONTRACT PRICE

Total contract price is increased by \$887,296.00.

New CLINS

CLIN No.	DESCRIPTION	QUANTITY	UNIT PRICE	CHANGE AMOUNT
0012	Area 3 Caulerpa Survey	1.00LS	\$23,262.00	\$23,262.00
0013	Dredge Area 3 and Area 4	52,685.00CM	\$16.40/CM	\$864,034.00

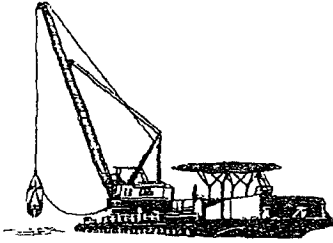
Total Change Amount \$887,296.00

C. CHANGE IN CONTRACT TIME

The contract completion date shall be extended by 30 calendar days by reason of this modification.

D. CLOSING STATEMENT

It is understood pursuant to the above, the period of performance is extended by 30 calendar days and the contract price is increased \$887,296.00 (eight hundred eighty seven thousand two hundred ninety six dollars and zero cents) which reflects all credits due the Government and all debits due the Contractor, which reflects the Government's fair and reasonable estimate. It is understood that this adjustment constitutes compensation in full on behalf of the Contractor and its Subcontractors and Suppliers for all costs and mark-ups directly or indirectly attributable for the change ordered, for all delays related thereto, for all extended overhead costs, and for performance of the change within the time frame stated, except as stated below.



DUTRA DREDGING COMPANY
 A MEMBER OF THE DUTRA GROUP
 Contractor License #707580-A

Aug 25, 2010

SCOPE LETTER – Rev 8/25/10

Anchor QEA, L.P.
 263000 La Alameda
 Suite 240
 Mission Viejo, CA 92691

Phone: 949-347-2780
 Fax: 949-334-9646

Attention: Tracy Stofferahn

Regarding: Rainbow Harbor Entrance Channel Dredging
 Long Beach California
 Based on Review Set July 2010

Subject: Quotation for Dredging

Mr. Stofferahn,

The Dutra Dredging Company, Inc. (DDC) is pleased to provide your company with pricing for Dredging the City of Long Beach Maintenance Dredging, Rainbow Harbor Entrance Channel.

BID ITEM 1 MOBILIZATION AND DEMOBILIZATION

For furnishing transportation, labor materials, equipment, mobilization and demobilization, and incidentals necessary to complete the Work:

1A	Mobilization/Demobilization	1 ea.	@ Lump Sum	\$ 50,000.00
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BID ITEM 2 DREDGING, TRANSPORT AND DISPOSAL

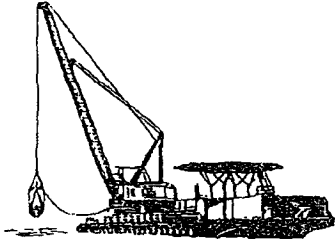
For furnishing dredging, transport and dispose of material, including additions to or deductions from approximate stipulated quantity:

2A	Dredging, Transport and Disposal	21,000 CY. @	per CY \$12.62	\$ 265,020.00
----	----------------------------------	--------------	----------------	---------------

BID ITEM 3 ENVIRONMENTAL PROTECTION

For furnishing Environmental Protection:

3A	Environment Protection	1 ea.	@ Lump Sum	\$ 20,000.00
----	------------------------	-------	------------	--------------



DUTRA DREDGING COMPANY

A MEMBER OF THE DUTRA GROUP

Contractor License #707580-A

Attached are our General and Special Conditions ("A" & "B"). Contact me at 415-254-4443 with any questions regarding this proposal.

Sincerely,
Dutra Dredging Company, Inc.

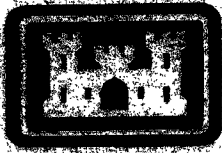
John (JC) Krause
Division Manager

Attachment A General Conditions

1. Dutra Dredging Company, Inc. (DDCI) will indemnify only to the extent of its own negligence.
2. In the event that DDCI encounters any regulated, contaminated and/or hazardous material on the site, that has not been rendered harmless, the work shall immediately be stopped in the affected area and the condition reported to the Owner. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless DDCI their agents, consultants, and employees from and against all claims, damages, loses and expenses, included but limited to attorney fees arising out of or resulting from performing of the work in the affected area.
3. Owner will provide unlimited and unrestricted access to the work areas.
4. If DDCI is unable to maintain a continuous operation due to delays directed by and/or caused by owner, delays caused by owner re-scheduling of scheduled dredging start-up operations or changes in the Scope or Terms of the work, standby costs at a rate of \$1,350 per hour, and/or additional costs to move equipment and personnel on and off the job site will be to the Owner's account.
5. Payment terms are full payment within 30 days with progress payments to be made on a monthly basis, in accordance with the general contract.
6. Full final payment, including release of retention is to be made within (35) days of Owner's acceptance of the work.
7. Owner will provide all permission and permits as required to perform the work, notices and approvals for implementation of the work, and any fees, license costs, or tariffs associated with obtaining these permits.
8. Owner will provide all provisions for protecting work in place, SWPP, and erosion control as well as any plans or outside engineering for these items.
9. This proposal is valid for 90 days following submittal.
10. This proposal is based on a Construction Schedule to be mutually agreed on by both Owner and DDCI.
11. Owner will provide detailed design drawings and shop drawings for all structures to be installed under this scope of work.
12. This scope letter and its contents will become a part of the Contract Agreement for this scope of work.
13. Payment for mobilization will be 60% upon completion of 10% of work.
14. This proposal excludes any and all costs associated with locating, removal, relocating, or handling of any permanent or temporary utility work, whether or not active or abandoned.
15. Design or responsibility for any design work is totally the responsibility of the Owner.
16. Owner will indemnify and hold harmless DDCI for any cost, losses or delays resulting from anything other than what is included in DDCI scope not limited to materials, design and schedule and other Subcontractors.
17. If necessary, Owner will supply, install, and maintain protective barriers to protect pedestrians, traffic, to water borne traffic and buildings adjacent to the work areas.
18. Initial survey control points will be provided by Owner.

**Attachment B
Special Conditions**

1.	The cost of preparing and submitting dredging submittals is included in the above proposal.
2.	Water Quality Monitoring as required for Dredging under the specification is included in this proposal.
3.	Surveys of existing structures, utilities, roadways and any other features prior to construction, during construction, and post construction are the responsibility of the Owner.
4.	N/A
5.	This proposal does not include any costs for sound attenuation.
6.	Yard space for DDCI's office, employee parking and utility hookups will be provided by Owner as required.
7.	This proposal excludes the cost of any payment and performance bond(s). If bond is required add 1% to total amount.
8.	N/A
9.	This proposal includes all survey work to perform the above scope of work with the exception of initial control points.
10.	This proposal excludes all costs to provide and maintain project schedules and progress scheduling as required by the Specifications.
11.	This proposal includes all quality control to perform the dredging scope of work.



IFB No. W912PL-07-B-0009

Contract W912 PL-08-C-0006

U.S. ARMY CORPS
OF ENGINEERS
LOS ANGELES DISTRICT

LOS ANGELES RIVER ESTUARY MAINTENANCE DREDGING LOS ANGELES COUNTY, CALIFORNIA

Construction Solicitation And Specifications

Unrestricted

September 2007



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, CORPS OF ENGINEERS
P.O. Box 53711
LOS ANGELES, CALIFORNIA 90053-2325

JAN 14 2008

REPLY TO
ATTENTION OF:

Office of the Chief
West Region Branch

Dutra Dredging Company
1000 Point San Pedro Road
San Rafael, CA 94901

Gentlemen:

In accordance with the provisions of Section 00800 of the specifications forming a part of Contract No. W912PL-08-C-0006 for the Los Angeles River Estuary; Maintenance Dredging, Los Angeles County, California, you are hereby notified to proceed with the work thereunder.

It is noted that the premium rates payable by you in connection with the Performance and Payment Bonds posted with the Government and issued by Safeco Insurance Company of America, Safeco plaza, Seattle, WA 98185, Bond No. 6543822 are as follows:

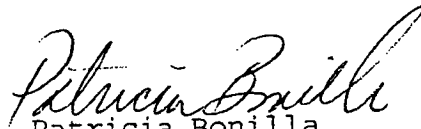
\$7.70 per M for the first \$500,000.00
\$6.60 per M for the next \$2,000,000.00
\$5.50 per M for the remainder

These rates will control the amount which will be allowed for bond premium on the Performance and Payment Bonds for any increases or decreases in the contract amount resulting from any change orders or contract modifications.

This notification is sent to you in duplicate with the request that you acknowledge receipt on the original and return it promptly to me. Date of receipt shown on the acknowledged original should agree with the date of delivery as evidenced by return receipt applying to certified mail transmittal of this notice. One copy may be retained for your records.

Any questions regarding this notification should be directed to Julie Ayala at 213/452-3241.

Sincerely,



Patricia Bonilla
Contracting Officer

The above Notice to Proceed with the work under the contract was received on _____ 2008

Dutra Dredging Company

By: _____

Title: _____



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, CORPS OF ENGINEERS
P.O. Box 532711
LOS ANGELES, CALIFORNIA 90053-2325

REPLY TO
ATTENTION OF

Office of the Chief
West Region Branch

JAN 9 2008

Dutra Dredging Company
1000 Point San Pedro Road
San Rafael, CA 94901

Gentlemen:

You are hereby notified that your bid for Line Item Nos. 0001 - 0005, in the total estimated amount of \$2,976,369.00 for the Los Angeles River Estuary, Maintenance Dredging, Los Angeles County, California, Invitation for Bid No. W912PL-07-B-0009, is accepted and the award of Contract No. W912PL-08-C-0006 is made to you. The Government reserves the right to exercise Option Item Nos. 0006-0008 at a later date as specified in Section 00800, Clause 52.217-4001 entitled, "Exercise of Option (s) Line Items of Work."

Payments are to be made from Appropriation Nos. 96 NA X 3123.0000 L1 X 08 2450 074719 96041 3230 48G9F4, the available balance of which is sufficient to cover the amount thereof.

The contract and performance and payment bond forms are enclosed. You must execute the performance and payment bonds before you commence with the work. The bonds should bear the surety company's bond number.

Any questions concerning this notification can be directed to Julie Ayala at 213/452-3241.

Sincerely,

Patricia Bonilla
Patricia Bonilla
Contracting Officer

PROJECT TABLE OF CONTENTS

DIVISION 0 – Bidding Requirements, Contract Forms and Contract Conditions

SF 1442	Solicitation, Offer and Award
00010	Bid Schedule / Bidders Notes
00100	Instruction to Bidders
00600	Representations & Certifications
00700	Contract Clauses
00800	Special Contract Requirements
00850	Wage Rates

DIVISION 01 – General Requirements

01 20 01	General Requirements
01 22 00.00 10	Measurement and Payment
01 33 00	Submittal Procedures
01 42 00	Sources for Reference Publications
01 45 02.00 10	Quality Control System (QCS)
01 45 04.00 10	Contractor Quality Control
01 57 20.00 10	Environmental Protection

DIVISION 35 – Waterway and Marine Construction

35 20 10	Mobilization and Demobilization
35 20 20	Dredging

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 30 Nov. 2007	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY USACE-Los Angeles P.O. Box 532711 Los Angeles, CA 90053-2325	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(<input checked="" type="checkbox"/>) 9A. AMENDMENT OF SOLICITATION NO. W912PL-07-B-0009	(<input type="checkbox"/>) 9B. DATED (SEE ITEM 11)
			(<input type="checkbox"/>) 10A. MODIFICATION OF CONTRACTS/ORDER NO.	(<input type="checkbox"/>) 10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(<input checked="" type="checkbox"/>) 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.)

LOS ANGELES RIVER ESTUARY MAINTENANCE DREDGING, Los Angeles County, California

This is to clarify that Bid Opening is scheduled for 4 December 2007 at 1:00 p.m. (Amendment 0003's SF-30 had an incorrect box marked in item 11).

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 27 Nov. 2007	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY USACE-Los Angeles P.O. Box 532711 Los Angeles, CA 90053-2325		7. ADMINISTERED BY (If other than Item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. W912PL-07-B-0009
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input checked="" type="checkbox"/>	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.)
LOS ANGELES RIVER ESTUARY MAINTENANCE DREDGING, Los Angeles County, California
 The following revisions shall be incorporated into the specifications. All other provisions shall remain unchanged.

- 1) Replace Section 00010, Bid Sheet.
- 2) Replace Section 00800 Special Contract Requirements.
- 3) Replace Section 00850 Wage Rates Revised Section 00850.
- 4) Replace Section 01 20 01 General Requirements.
- 5) Replace Section 01 22 00 Measurement and Payment.
- 6) Replace Section 01 57 20 Environmental Protection.
- 7) Replace Section 35 20 20 Dredging, including Vessel Berthing Table.
- 8) Replace Sheets 2 and 12 of Drawings.
- 9) Add List of Questions - Responses
- 10) Add Lare pts file and Slip G pts file

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

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 20 Nov. 2007	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. <i>(If applicable)</i>
--	--	---	---------------------------------------

6. ISSUED BY USACE-Los Angeles P.O. Box 532711 Los Angeles, CA 90053-2325	7. ADMINISTERED BY <i>(If other than Item 6)</i>
---	--

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(✓)	9A. AMENDMENT OF SOLICITATION NO. W912PL-07-B-0009
	X	9B. DATED <i>(SEE ITEM 11)</i>
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
LOS ANGELES RIVER ESTUARY MAINTENANCE DREDGING, Los Angeles County, California

The following revisions shall be incorporated into the specifications . All other provisions shall remain unchanged.

- 1) Bid Opening delayed to 4 December 2007
- 2) Replace SF1442.
- 3) Replace Section 00100 Instructions to Bidders Revised Section 00100.
- 4) Replace Section 00850 Wage Rates Revised Section 00850.

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 15 Oct. 2007	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY USACE-Los Angeles District P.O. Box 532711 Los Angeles, CA 90053-2325		7. ADMINISTERED BY (If other than Item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W912PL-07-B-0009
	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACTS/ORDER NO.
10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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.)

LOS ANGELES RIVER ESTUARY MAINTENANCE DREDGING, Los Angeles County, California

The following revisions shall be incorporated into the specifications. All other provisions shall remain unchanged.

- 1) Bid Opening delayed to 27 November 2007
- 2) Replace SF1442.
- 3) Replace Section 00100, Instructions to Bidders, with revised Section 00100.
- 4) Replace Section 00800, Special Contract Requirements, with revised Section 00800.
- 5) Replace Section 00850, Wage Rates, with revised Section 00850.

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

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

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912PL-07-B-0009	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		1 OF 2

IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
--------------------	--	-------------------

7. ISSUED BY US Army Corps of Engineers Los Angeles District P. O. Box 532711, CESPL-CT-W Los Angeles, CA 90053-2325	CODE	8. ADDRESS OFFER TO See Item 7
--	------	-----------------------------------

9. FOR INFORMATION CALL	A. NAME Julie Ayala	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 213/452-3241
-------------------------	------------------------	--

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

LOS ANGELES RIVER ESTUARY, MAINTENANCE DREDGING, LOS ANGELES COUNTY, CA

The project consists of dredging of the Los Angeles River Estuary channel leading to Queen's Way Marina, approximately 300,000 cubic meters, dependent upon funding. Approximately 57,000 cubic meters to be placed within Slip G at the Port of Long Beach. 100,000 cubic meters disposal in near-shore. Remaining material to be placed at Ocean Disposal site LA-2

This is an unrestricted procurement.

BIDDERS PLEASE NOTE: This project may be delayed, cancelled or revised at any time during the solicitation, negotiation and/or award process.

11. The Contractor shall begin performance within 10 calendar days and complete it within 85 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See Section 00800.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
--	--------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1:00 PM (hour) local time 04 December 2007 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

10

Low bid

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

DUTRA DREDGING COMPANY
1000 POINT SAN PEDRO ROAD
SAN RAFAEL, CA 94901
DUNS NO.: 009-469-768 TAX ID NO.: 68-0343998
CAGE CODE NO.: 04GD7

15. TELEPHONE NUMBER (Include area code)

415) 258 - 6876 ; FAX (415) 258 -9714

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

\$ 4,790,369.00

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	0001	0002	0003	0004						
DATE	10/15/07	11/20/07	11/27/07	11/30/07						

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

HARRY K. STEWART, PRESIDENT

20B. SIGNATURE

20C. OFFER DATE

04 DEC 2007

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

28A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

**Price Schedule - IFB No. W912PL-07-B-0009
 Los Angeles River Estuary Maintenance Dredging
 Los Angeles County, California**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
BASE BID					
0001	Mobilization and Demobilization	1	Job	Lump Sum	\$ 502,619. ⁰⁰
0002	Dredging Area 1 / Disposal at Slip G	45,000	CM	\$ 15.95	\$ 717,750. ⁰⁰
0003	Slip G Cover Material from either Area 2 or Sand Trap-A	12,000	CM	Lump Sum	\$ 216,000. ⁰⁰
0004	Dredging Area 2 and Area 3A / Disposal at LA-2	70,000	CM	\$ 14.50	\$ 1,015,000. ⁰⁰
0005	Dredging Sand Trap - A / Disposal at Nearshore Site	35,000	CM	\$ 15. ⁰⁰	\$ 525,000. ⁰⁰
SUBTOTAL					\$ 2,976,369. ⁰⁰
OPTION ITEMS					
0006	Dredging Sand Trap - B / Disposal at Nearshore Site	70,000	CM	\$ 15. ⁰⁰	\$ 1,050,000. ⁰⁰
0007	Dredging Area 3B / Disposal at LA-2	40,000	CM	\$ 9.55	\$ 382,000. ⁰⁰
0008	Dredging Area 4 / Disposal at LA-2	40,000	CM	\$ 9.55	\$ 382,000. ⁰⁰
SUBTOTAL					\$ 1,814,000. ⁰⁰

TOTAL ESTIMATED AMOUNT (BASE BID PLUS OPTION ITEMS) \$ 4,790,369.⁰⁰

CM = Cubic Meters

Bidders Notes:

1. All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.
2. If a modification to a bid based on unit prices is submitted which provides for a lump sum adjustment to the total estimated amount, the application of the lump sum adjustment to each unit price in the Price 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 Price Schedule.
3. Prices must be submitted on all individual items of the Price Schedule, otherwise the bid will be considered non-responsive and will be rejected.
4. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the Price Schedule as submitted by the bidder:
 - a. Obviously misplaced decimal points will be corrected;
 - b. In case of discrepancy between the unit price and the extended price, the unit price will govern;
 - c. Apparent errors in extensions of unit prices will be corrected;
 - d. Apparent errors in addition of lump sum and extended prices will be corrected.
5. For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends the bid to be evaluated on the basis of unit prices the totals arrived at by the resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
6. The lump sum "LS" line items in the Price Schedule are not "Estimated Quantity" line items and are not subject to the "Variation in Estimated Quantity" contract clause.
7. The Contract Clause 52.232-27, "Prompt Payment for Construction Contracts" requires that the name and address of the contractor official, to whom payment is to be sent, be the same as that in the contract or in a proper Notice of Assignment.
8. Principal Contracting Officer. The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Los Angeles District, contracting within his authority, may take formal action on this contract when the Principal Contracting Officer is unavailable and the action needs to be taken.
9. Amounts and prices shall be indicated in either words or figures, NOT BOTH.
10. Payment of Electronic Funds Transfer (EFT) is the mandatory method of payment. The Contractors attention is directed to Contract Clause NO. 52.232-33 "Mandatory Information for Electronic Funds Transfer" located in Section 00800.
11. The bidder shall distribute his indirect costs (overhead, profit, bond, etc.,) over all items in the Price Schedule. The Government will review all submitted Price Schedules for any unbalancing of the items. Any submitted Price Schedule determined to be unbalanced may be considered nonresponsive and cause the bidder to be ineligible for contract award.
12. The bidder shall furnish all plant, labor, material, equipment, etc., necessary to perform all work in strict accordance with the terms and conditions set forth in the contract in include all attachments thereto.
13. Some quantities are ESTIMATED, the bidders prices MUST BE FIRM.
14. Bidder is cautioned to check his Price Schedule carefully prior to submission. If the Price Schedule contains unit prices, they should be round off to the second decimal point only NOT EXTENDED FURTHER.

Los Angeles River Estuary
Maintenance Dredging
Los Angeles County, CA

W912PL-07-B-0009

15. Contractor is required to fill in Cage code (Reference Section 00600, entitled "Required Central Contractor Registration" Mar 1998) and DUNS Number (Reference Section 00600, entitled, "Data Universal Numbering System (DUNS) Number" Jun 1999) in Block No. 15 on Standard Form 1442, Name and Address Block (Cage Code under Code and DUNS No. under Facility Code respectively).

16. The Government contemplates award on one contract to the responsive, responsible bidder who submits the low bid for the total of all the items in the Price Schedule.

CERTIFICATE OF CORPORATE PRINCIPAL

1) IF THE OFFEROR IS A JOINT VENTURE, COMPLETE THE FOLLOWING:

NOT APPLICABLE

(Company Name) (Signature) (Title)

(Company Name) (Signature) (Title)

(Company Name) (Signature) (Title)

2) IF THE OFFEROR IS PARTNERSHIP, LIST FULL NAME OF ALL PARTNERS:

NOT APPLICABLE

(Company Name) (Signature) (Title)

(Company Name) (Signature) (Title)

(Company Name) (Signature) (Title)

3) IF THE OFFEROR IS A CORPORATION, THE FOLLOWING CERTIFICATION SHOULD BE COMPLETED:

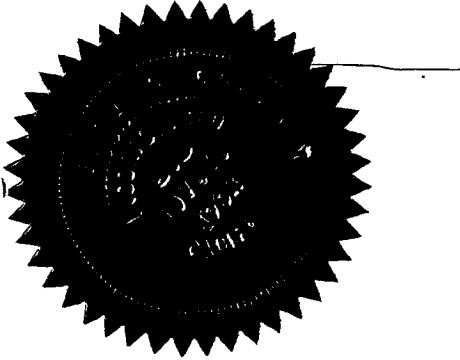
CERTIFICATION AS TO CORPORATE PRINCIPAL

I, DAVID E. WERNER ***** , certify that I am the ^{Assistant} Secretary of the corporation named as principal in the

within contract; that HARRY K. STEWART ***** , who signed the said contract on behalf of the principal, was the PRESIDENT

of the corporation; that I know his signature and that his signature is genuine; and

that said contract was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.



CORPORATE PRINCIPAL

[Handwritten Signature]

SECRETARY

SECTION 00010

DAVID E. WERNER, ASSISTANT SECRETARY

Section 00100
Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4010	INQUIRIES.....	2
52.0000-4023	SAFETY REQUIREMENTS.....	2
52.0001-4004	BID RESULTS.....	2
52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006).....	2
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990).....	2
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989).....	3
52.214-4	FALSE STATEMENTS IN BIDS (APR 1984).....	3
52.214-5	SUBMISSION OF BIDS (MAR 1997).....	3
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984).....	3
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999).....	3
52.214-18	PREPARATION OF BIDS--CONSTRUCTION (APR 1984).....	4
52.214-19	CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996).....	4
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991).....	5
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991).....	5
*52.0214-4001	DIRECTIONS FOR SUBMITTING BIDS (APR 2002).....	5
	ARITHMETIC DISCREPANCIES EFARS 52.214-5000.....	8
52.0214-4583	TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE.....	8
	FACSIMILE BIDS/OFFERS.....	8
52.0214-4599	EVALUATION FOR AWARD.....	8
52.216-1	TYPE OF CONTRACT (APR 1984).....	8
52.217-5	EVALUATION OF OPTIONS (JUL 90).....	8
52.219-16	Liquidated Damages-Subcontracting Plan (JAN 1999).....	8
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005).....	90
52.225-11	BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2006).....	9
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 005).....	14
52.228-1	BID GUARANTEE (SEP 1996).....	13
52.228-4506	INDIVIDUAL SURETIES IN SUPPORT OF BID BONDS.....	13
52.228-4507	BID GUARANTEE FORM AND AMOUNT.....	14
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999).....	14
52.233-2	SERVICE OF PROTEST (AUG 1996).....	14
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995).....	14
52.236-27	SITE VISIT (CONSTRUCTION) (FEB 1995).....	15
52.0239-4001	YEAR 2000 COMPLIANCE FOR CONSTRUCTION PER CEPR (715) MEMORANDUM DATED 1 JUNE 1998 YEAR 2000 COMPLIANCE FOR CONSTRUCTION CONTRACTS.....	15
52.247-6	FINANCIAL STATEMENT (APR 1984).....	15
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	15
52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984).....	15
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999).....	16
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005).....	16

52.0000-4010 INQUIRIES

Perspective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted:

- (1) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:

Julie Ayala 213/452-3241, FAX 213/452-4187

For bid results only, call (213) 452-3235.

- (2) All technical questions on the specification or drawings shall be submitted in writing to:

Address:

USACE Los Angeles, Contracting Division

P.O. Box 532711

Los Angeles, CA 90053-2325

Facsimile No 213/452-4187

(3) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(4) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

52.0000-4023 SAFETY REQUIREMENTS

The bidder's attention is directed to the latest version of U.S. Army Corps of Engineers Safety and Health Manual, EM 385-1-1, which will be strictly enforced. This publication may be obtained from the US Army Engineer District, Los Angeles, ATTN: Safety Office, P.O. Box 532711, Los Angeles, California 90053-2325.

52.0001-4004 BID RESULTS

The telephone number for bid results after the opening is Area Code (213) 452-3235.

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<http://assist.daps.dla.mil>);

(2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

Amendment 0002

00100-2

*Denotes Change

Section 00600
Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985).....	2
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991).....	2
52.204-3	TAXPAYER IDENTIFICATION (OCT 1998).....	3
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003).....	4
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003).....	5
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005).....	7
52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001).....	8
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004).....	8
52.219-2	EQUAL LOW BIDS. (OCT 1995).....	10
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005).....	10
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004).....	11
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006).....	12
52.219-19	SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000).....	12
52.219-21	SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999).....	
52.219-22	SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999).....	13
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).....	13
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).....	14
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001).....	14
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003).....	14
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)....	15
252.204-7004	CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003).....	15
252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST.....	17
252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994).....	18

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

Section 00700
Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1	DEFINITIONS (JUL 2004).....	4
52.203-3	GRATUITIES (APR 1984).....	4
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984).....	4
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995).....	5
52.203-7	ANTI-KICKBACK PROCEDURES. (JUL 1995).....	5
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997).....	6
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997).....	7
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005).....	8
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000).....	12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005).....	12
52.214-26	Audit and Records--Sealed Bidding. (OCT 1997).....	13
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding. (OCT 1997).....	14
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding. (OCT 1997).....	15
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004).....	16
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005).....	17
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999).....	22
52.222-3	Convict Labor (JUN 2003).....	22
52.222-6	DAVIS-BACON ACT (JUL 2005).....	23
52.222-7	WITHHOLDING OF FUNDS (FEB 1988).....	25
52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988).....	25
52.222-9	APPRENTICES AND TRAINEES (JUL 2005).....	26
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988).....	28
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005).....	28
52.222-12	CONTRACT TERMINATION--DEBARMENT (FEB 1988).....	29
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988).....	29
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988).....	29
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988).....	29
52.222-26	EQUAL OPPORTUNITY (APR 2002).....	30
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999).....	31
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001).....	35
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998).....	38
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001).....	39
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997).....	39
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003).....	40
52.223-6	DRUG-FREE WORKPLACE (MAY 2001).....	41
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003).....	42
52.225-11	BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2006).....	44
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006).....	47
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995).....	47
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996).....	47
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984).....	48
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997).....	48

2.228-11	PLEDGES OF ASSETS (FEB 1992).....	48
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003).....	49
52.229-9	TAXES--COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (MAY 1990).....	51
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002).....	51
52.232-17	INTEREST (JUNE 1996).....	53
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986).....	54
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005).....	54
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003).....	60
52.233-1	Disputes. (JUL 2002).....	61
52.233-3	PROTEST AFTER AWARD (AUG. 1996).....	63
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984).....	63
52.236-2	DIFFERING SITE CONDITIONS (APR 1984).....	64
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984).....	64
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984).....	65
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984).....	65
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991).....	65
52.236-8	OTHER CONTRACTS (APR 1984).....	65
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984).....	66
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984).....	66
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984).....	66
52.236-12	CLEANING UP (APR 1984).....	67
52.236-13	ACCIDENT PREVENTION (NOV 1991).....	67
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984).....	68
52.236-17	LAYOUT OF WORK (APR 1984).....	68
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997).....	68
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995).....	69
52.242-13	BANKRUPTCY (JUL 1995).....	70
52.242-14	SUSPENSION OF WORK (APR 1984).....	70
52.243-4	CHANGES (AUG 1987).....	70
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996).....	71
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994).....	72
52.248-3	VALUE ENGINEERING--CONSTRUCTION (FEB 2000).....	73
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004).....	75
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984).....	78
52.252-4	ALTERATIONS IN CONTRACT (APR 1984).....	79
52.253-1	COMPUTER GENERATED FORMS (JAN 1991).....	80
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991).....	80
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004).....	80
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991).....	82
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991).....	82
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992).....	82
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991).....	82
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998).....	83
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988).....	83
252.225-7012	Preference for Certain Domestic Commodities (JUN 2004).....	84
252.227-7000	Non-estoppel. (OCT 1966).....	86
252.227-7022	GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979).....	86
252.227-7023	DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR	

1979).....	86
252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966).....	86
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991).....	87
252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991).....	87
252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991).....	87
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991).....	87
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998).....	87

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Section 00800
Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.0001-4001	CONTRACT ADMINISTRATION DATA.....	2
52.204-2	SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (APR 1984).....	2
*52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984).....	3
52.217-4001	EXERCISE OF OPTION(S) LINE ITEMS OF WORK.....	3
52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000).....	3
52.211-13	TIME EXTENSIONS (SEP 2000).....	3
52.211-18	VARIATION IN ESTIMATED QUANTITY (APR 1984).....	3
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996).....	3
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999).....	4
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995).....	5
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999).....	5
52.228-15	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION(SEP 2005).....	9
52.0231-4001	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995). EFARS 52-231-5000.....	10
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003).....	12
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)	
52.236-4	PHYSICAL DATA (APR 1984).....	11
52.236-16	QUANTITY SURVEYS (APR 1984).....	11
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997).....	11
52.0236-4001	PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1996) EFARS 52.236-5000.....	12
52.0249-4001	BASIS FOR SETTLEMENT OF PROPOSALS EFARS 52.249-5000.....	13
252.236-7001	CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000).....	13
252.236-7002	OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991).....	14
252.236-7004	PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)	14
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (May 2002)	15
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIESBY SEA (MAR 2000).....	18
	REQUIRED INSURANCE.....	18

52.0001-4001 CONTRACT ADMINISTRATION DATA

The Contract Administration Office for this contract subsequent to award is:

USACE, Los Angeles District
Los Angeles Project Office
645 N. Durfee Avenue
South El Monte, CA 91733
Attn: Stan Fujimoto
Telephone No: (626) 401-4084

Payment will be made by:

USACE Finance Center
ATTN: CEFC-AO-P
5270 Integrity Drive
Millington, TN 38054-5005

Address shown in Block No. 26 of the Standard Form 1442, Solicitation, Offer and Award..

52.204-2 SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (APR 1984)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(e) The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

***52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 85 calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(d) If the Government exercises the option item "Dredging Sand Trap-B", the contract completion date as set forth in the base bid shall be extended by an additional 30 calendar days.

(e) If the Government exercises the option item "Dredging Area 3B ", the contract completion date as set forth in the base bid shall be extended by an additional 18 calendar days.

(f) If the Government exercises the option item "Dredging Area 4 ", the contract completion date as set forth in the base bid shall be extended by an additional 17 calendar days.

(End of clause)

52.217-4001 EXERCISE OF OPTION LINE ITEMS

The Government may exercise any or all of the options in the Contract Schedule in accordance with the dates below. Exercise of the option shall be by the Contracting Officer depositing in the U.S. Mail a Standard Form (SF) 30 "Modification of Contract" citing this section as the authority for exercising the options. Option(s) shall be considered to have been exercised at the time the Government deposits the SF 30 to the Contractor in the mail.

(a) If the Government exercises any of the options within 75 calendar days of the Notice to Proceed, the work shall be completed per clause 52.211-10 Commencement, Prosecution, and Completion of Work.

(b) If the Government has awarded one or more of the options per paragraph (a), then it may exercise any of the remaining options within 90 calendar days of the Notice to Proceed, and the work shall be completed per clause 52.211-10 Commencement, Prosecution, and Completion of Work.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,060.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

Amendment 0003

00800-3

*Denotes Change

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

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

before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Prime Contract Awards	% of Total Contract Obligations
Small Business (SB)	44.8%
Small Disadvantaged Business (SDB)	19.9%
Women-Owned Small Business (WOSB)	5.4%
Historically Underutilized Business Zone Small Business (HUBZone)	9.2%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	1.5%

Historically Black Colleges & Universities/Minority Institutions (HBCU/MI)	13.9% (This % is based on % of total contract dollars obligated to Institutes of Higher Education (IHE).)
Subcontract Awards	% of Dollars Subcontracted by Large Prime Businesses
Small Business (SB)	51.2%
Small Disadvantaged Business (SDB)	8.8%
Women-Owned Small Business (WOSB)	7.3%
HUBZone Small Business	3.1%
Service-Disabled Veteran-Owned Small Business (SVOSB)	1.5%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action

obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Los Angeles County, CA
 (End of provision)

52.228-12 Prospective Subcontractor Requests for Bonds. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for

which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefore. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and

(f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required

Amendment 0003

00800-6

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Los Angeles River Estuary
Maintenance Dredging
Los Angeles County, CA

W912PL-07-B-0009

rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an LLC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

Amendment 0003
*Denotes Change

00800-7

Los Angeles River Estuary
Maintenance Dredging
Los Angeles County, CA

W912PL-07-B-0009

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____ /U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that

we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

Amendment 0003

00800-8

*Denotes Change

Los Angeles River Estuary
Maintenance Dredging
Los Angeles County, CA

W912PL-07-B-0009

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____. This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 Performance and Payment Bonds--Construction (SEP 2005)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

Amendment 0003

00800-9

*Denotes Change

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the

payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.0231-4001 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)
EFARS 52-231-5000

(a) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region VII. Working conditions shall be considered to be average for determining equipment rates using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

(b) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

(c) When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the contracting officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs of pricing data submitted are accurate, complete and current.

(End of clause)

2.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other

Amendment 0003

00800-11

*Denotes Change

requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least thirty-five percent (35%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by test borings.

(b) Weather conditions – The contractor shall satisfy himself as to the hazards likely to arise from weather conditions,

(c) Transportation facilities – The contractor shall make his own investigation of the conditions of existing public and private roads and clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereof shall not become a basis for claims against the Government or extensions of time for completion of the work.

(d) N/A

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting

Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use

them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times

give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in

the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

Amendment 0003

00800-13

*Denotes Change

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.0236-4001 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1996) EFARS 52.236-5000

Should this contract be terminated as provided in clause 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

(End of clause)

52.0249-4001 BASIS FOR SETTLEMENT OF PROPOSALS EFARS 52.249-5000

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR

49.206-2(b). In evaluating a terminations settlement proposal using the total costs basis, the following principals will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable and unallowable expenses will be used to determine equipment operating expenses.³

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recover through the indirect expense rate.

(End of Statement)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

Amendment 0003

00800-14

*Denotes Change

Los Angeles River Estuary
Maintenance Dredging
Los Angeles County, CA

W912PL-07-B-0009

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

See drawing list.

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 70 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 30 percent upon completion of demobilization.

Amendment 0003
*Denotes Change

00800-15

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

- (i) Actual mobilization costs at completion of mobilization;
- (ii) Actual demobilization costs at completion of demobilization; and
- (iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

(End of Clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

Amendment 0003

00800-16

*Denotes Change

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

Los Angeles River Estuary
Maintenance Dredging
Los Angeles County, CA
(2) Name of vessel;

W912PL-07-B-0009

- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In

the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

Los Angeles River Estuary
Maintenance Dredging
Los Angeles County, CA
(End of clause)

W912PL-07-B-0009

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

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

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add

value to items that it subcontracts for f.o.b. destination shipment);

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

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in

accordance with 10 U.S.C. 2643.

(End of clause)

Required Insurance

The Contractor shall indemnify, hold harmless, save, and defend the Government and the City of Long Beach, the Board of Harbor Commissioners of the City of Long Beach, and their officers, agents, and employees from and against any and all claims, liens, liability, loss or damage, including but not limited to, costs, expenses, and attorney's fees caused by the actual or claimed negligence (active or passive) of the Contractor, his agents, employees or subcontractors, either as a sole or contributory cause, and the actual or claimed contributory negligence (active or passive) of the Government or City of Long Beach, Board of Harbor Commissioners of the City of Long Beach, or their officers, agents, or employees, for loss of, use of, injury to or destruction of any property and /or bodily or personal or other injuries including death, at any time resulting there from, sustained by any person or persons, including but not limited to, any employee or representative of the Government or City of Long Beach, or Contractor, or any subcontractor of the Contractor, arising out of or in connection with, directly or indirectly, any work pursuant to the contract awarded under these Specifications. The foregoing shall not apply to claims or actions caused by the sole active negligence or willful misconduct of the Government or the City of Long Beach, Board of Harbor Commissioners of the City of Long Beach, their officers or employees.

Amendment 0003

00800-19

*Denotes Change

Type of Required Coverage

As a condition precedent to the effectiveness of the contract for work to be performed under these specifications, the Contractor, in partial performance of its obligations under such contract, shall procure and maintain in full force and effect during the term of the contract, the following policy or policies of insurance from a company or companies authorized to do business in the State of California:

1. Commercial general Liability Insurance which affords coverage at least as broad as Insurance Services Office Commercial general Liability Coverage "occurrence" Form CG 0001 with minimum limits of not less than \$5,000,000 per combined single limit.
2. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA0001 covering Auto Liability Code 1 (any auto), with minimum of \$1,000,000 combined single limit.
3. Ocean Marine Liability, including Protection and Indemnity, Hull and Machinery, and Pollution Liability with limits not less than \$5,000,000 per occurrence. Jones Act Coverage, extending to the masters and crew members of any such watercraft, with limits of not less than \$5,000,000 per accident.
4. Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance, with \$1,000,000 per accident for bodily injury or disease.

Endorsement

a. The policy or policies of insurance required by the Subdivision Types of Required Coverage (1) (2), and (3) shall be endorsed to provide as follows:

1. That the City of Long Beach, its Board of Harbor Commissioners of the City of Long Beach (individually and collectively) and their officers and employees, while acting within the scope of their authority, shall be additional insureds, such insurance is to be primary and not contributing with any other insurance or self-insurance maintained by said additional insureds.
2. That in the event of one insured (whether named or additional) incurring liability to any other of the insured (whether named or additional), the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
3. That said policy or policies shall either contain a blanket form of contractual liability coverage or there shall be attached to said policy or policies an endorsement providing that such insurance as provided therein shall apply to the obligations assumed by the Contractor under this specific contract.
4. That the same shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Contracting Officer by registered or certified mail.
5. That such insurance is primary and any other insurance, deductible, retention or self-insurance maintained by the indemnified parties shall not contribute with such primary insurance.

b. The policy or policies of insurance required by subdivision Types of required Coverage (4) shall be endorsed to provide as follows:

Los Angeles River Estuary
Maintenance Dredging
Los Angeles County, CA

W912PL-07-B-0009

1. A waiver of subrogation stating that the insurer waives indemnification from the Government and the City of Long Beach.
2. That the policy or policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Contracting Officer by registered or certified mail.

Evidence of Insurance

If Workers Compensation coverage is placed with the State Compensation Insurance Fund, a State Compensation Insurance Fund Certificate of coverage will be acceptable if endorsed in accordance with paragraph b of the aforementioned clause entitled "Endorsement".

Failure to Maintain Coverage

Should the Contractor fail to maintain policies with the coverages and limits specified in the aforementioned clause entitled "Types of required Coverage" in full force and effect at all times during the term of the contract, the Government shall have the right to withhold any payment due the Contractors until the Contractor has fully complied with these provisions and furnished the required evidence of insurance, and may avail itself of any other appropriate remedies under the contract.

Acceptability of Insurers

With the exclusion of the Workers' Compensation coverage, the required insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII or equal.

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General Decision Number: CA070033 11/23/2007 CA33

Superseded General Decision Number: CA20030033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/09/2007
1	02/16/2007
2	02/23/2007
3	03/23/2007
4	04/06/2007
5	04/20/2007
6	06/08/2007
7	06/22/2007
8	07/06/2007
9	07/13/2007
10	07/20/2007
11	08/03/2007
12	08/17/2007
13	08/24/2007
14	09/21/2007
15	10/12/2007
16	10/26/2007
17	11/09/2007
18	11/23/2007

ASBE0005-002 08/07/2007

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 37.01	10.84
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 20.76	10.23

ASBE0005-004 08/07/2006

Rates	Fringes
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Asbestos Removal
 worker/hazardous material
 handler (Includes
 preparation, wetting,
 stripping, removal,
 scrapping, vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems, whether
 they contain asbestos or not)....\$ 19.55 6.38

BOIL0092-003 10/01/2006

	Rates	Fringes
BOILERMAKER.....	\$ 34.34	18.11

BRCA0004-007 05/01/2007

	Rates	Fringes
Bricklayer; Marble Setter.....	\$ 34.07	10.00

BRCA0018-004 06/01/2007

	Rates	Fringes
MARBLE FINISHER.....	\$ 24.02	8.41
TILE FINISHER.....	\$ 19.82	7.51
Tile Layer.....	\$ 30.55	11.62

* BRCA0018-010 10/08/2007

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 25.54	8.62
TERRAZZO WORKER/SETTER.....	\$ 32.63	9.41

CARP0409-001 07/01/2007

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 35.51	9.20
(2) Millwright.....	\$ 36.01	9.20
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 35.64	9.20
(4) Pneumatic Nailer, Power Stapler.....	\$ 35.76	9.20
(5) Sawfiler.....	\$ 35.60	9.20
(6) Scaffold Builder.....	\$ 27.46	9.20

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 20 01

GENERAL REQUIREMENTS

12/03

PART 1 GENERAL

- 1.1 APPLICABLE PUBLICATIONS
- 1.2 SUBMITTALS
- 1.3 PROJECT SIGNS AND BULLETIN BOARDS
 - 1.3.1 General
 - 1.3.2 Construction Signs
 - 1.3.2.1 Materials
 - 1.3.2.2 Execution
 - 1.3.3 Bulletin Board at the Contractor's office
 - 1.3.4 Maintenance and Disposal
- 1.4 GOVERNMENT FIELD OFFICE
- 1.5 PUBLIC UTILITIES
 - 1.5.1 General
 - 1.5.2 Utilities to be Relocated or Protected
 - 1.5.3 Relocation or Removal
 - 1.5.4 Coordination
 - 1.5.5 Utilities Not Shown
 - 1.5.6 Electric Current
- 1.6 NOTICES
 - 1.6.1 Ship and Vessel Traffic
 - 1.6.2 City of Long Beach
 - 1.6.3 Port of Long Beach / ITS
 - 1.6.4 Underground Services Alert
 - 1.6.5 Existing Bench Marks and R/W Markers
 - 1.6.6 United States Coast Guard
- 1.7 POINTS OF CONTACT
- 1.8 AIDS TO NAVIGATION
- 1.9 DREDGING AIDS
- 1.10 RESTRICTIONS
 - 1.10.1 Slip G
 - 1.10.2 Obstruction of Channel
- 1.11 PIPELINE AND POWERLINE CROSSINGS
 - 1.11.1 General
 - 1.11.2 Channel Crossings
- 1.12 PERMITS
- 1.13 MARINE PLANT
- 1.14 PUBLIC SAFETY
- 1.15 GENERAL SAFETY REQUIREMENTS
 - 1.15.1 General
 - 1.15.2 Job Hazard Analysis
 - 1.15.3 Violations
 - 1.15.4 Fire Prevention
 - 1.15.5 Record Keeping and Reporting Requirements
 - 1.15.6 Accident Reporting
- 1.16 SIGNAL LIGHTS
- 1.17 RADIO COMMUNICATION
- 1.18 REPAIR OF STREETS, ACCESS ROADS, AND WORK AREAS

- 1.19 INSPECTION
- 1.20 NAVIGATION
- 1.21 CONTRACTOR'S WORK AND STORAGE AREA
- 1.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 1.23 NON CONTRACT WORK
- 1.24 COORDINATION WITH OTHER CONSTRUCTION

PART 2 MATERIALS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section Table of Contents --

SECTION 01 20 01

GENERAL REQUIREMENTS
12/03

PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS

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

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

CFR 29 Part 1926	Safety and Health Regulations for Construction
CFR 33 Part 33	Colregs Demarcation Lines
CFR 33 Part 156	Oil and Hazardous Material Transfer Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2003) Safety and Health Requirements Manual
BR 415-1-13	Construction Time Extensions for Weather

U.S. DEPARTMENT OF COMMERCE (DOC)

DOC PS 1	(1983) Construction and Industrial Plywood
DOC PS 20-70	American Softwood Lumber Standard

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS FF-B-575	(Rev C) Bolts, Hexagon and Square
FS FF-N-105	(Rev B; Int Am 4) Nails, Brads, Staples and Spikes: Wire, Cut and Wrought
FS FF-N-636	(Rev D; Am 2) Nut: Square, Hexagon, Cap, Slotted, Castle, Knurled, Welding and Single Ball Seat
FS TT-E-521	(Rev D) Enamel, Alkyd, Semi-Gloss
FS TT-P-25	(Rev E; Am 2) Primer Coating, Exterior (Undercoat for Wood, Ready-Mixed, White and Tints)

CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH REGULATIONS

Title 8 Regulations	California Occupational Safety and Health
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Regulations

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Site Safety Health Plan; G

Job Hazards Safety Analysis; G

Work and Storage Areas Plan; G

1.3 PROJECT SIGNS AND BULLETIN BOARDS

1.3.1 General

The Contractor shall construct and erect project and hard hat signs and a bulletin board at respective locations designated by the Contracting Officer. The signs shall conform to the requirements of the drawings attached at the end of this section. Signs shall be erected as soon as possible and within 5 days after commencement of work under this contract.

1.3.2 Construction Signs

1.3.2.1 Materials

Lumber shall conform to DOC PS 20-70, and shall be seasoned Douglas Fir, S4S, Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB).

Plywood shall conform to DOC PS 1, Grade AC, Group 1, Exterior.

Bolts, Nuts and Nails. Bolts and nuts shall be galvanized conform to FS FT-E-575 and to FS FT-E-333. Nails shall conform to FS FT-E-333.

Paints and Oils. Paints shall conform to FS FT-E-333 for primer and FS FT-E-529 for finish paint and lettering.

1.3.2.2 Execution

1. The following signs shall be erected:

Project Sign at location designated by the Contracting Officer.

Warning Signs facing approaching traffic on all haul roads crossing under overhead power transmission lines.

Two (2) hard hat signs at locations directed.

Four (4) nearshore disposal signs at locations directed by the Contracting Officer.

2. Project and hard hat signs shall be constructed as detailed in Figures 1, 2, and 3. Decals for hard hat signs will be furnished by the Contracting Officer.

3. Warning Signs shall be constructed of plywood not less than 12mm thick and shall be securely bolted to the supports with the bottom of the sign face 900 mm above the ground. The sign face shall be 600 X 1200 mm, all letters shall be 100 mm in height, and the wording shall be: "WARNING: OVERHEAD TRANSMISSION LINES." Buried dredge electrical power cable signs depict the wording, "DANGER - KEEP OUT, HIGH VOLTAGE UNDERGROUND DREDGE ELECTRICAL CABLE".

4. Wording for the Nearshore Disposal Signs shall be coordinated with the City of Long Beach Department of Parks, Recreation & Marine and approved by the Contracting Officer Representative.

5. All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and 2 finish coats of white paint. Except as otherwise indicated, lettering on all signs shall be black and sized as indicated.

1.3.3 Bulletin Board at the Contractor's office

A weatherproof bulletin board, approximately 900 mm wide and 760 mm high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted.

1.3.4 Maintenance and Disposal

The Contractor shall maintain the signs in good condition throughout the life of the project. Signs shall remain the property of the Contractor and upon completion of the project they shall be removed from the site.

1.4 GOVERNMENT FIELD OFFICE

The Government does not require a field office.

1.5 PUBLIC UTILITIES

1.5.1 General

The approximate location of all pipelines, power and communication lines, and other utilities known to exist within the limits of the work are indicated on the drawings. The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities will be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities known to exist and shall reimburse the owners for such damage caused by his operations.

1.5.2 Utilities to be Relocated or Protected

The Contractor shall notify the Contracting Officer, in writing, 14 calendar days prior to starting work on any utility to be relocated or protected. On each relocation, notification shall include dates on which the Contractor plans excavation, bypass work, removal work and/or installation work, as applicable.

The following companies have utilities crossing the navigation channel:

- * Southern California Edison
- * Pacific Energy / San Pedro Bay Pipeline
- * THUMS Long Beach Company

1.5.3 Relocation or Removal

Utilities to be relocated or removed not as part of this contract are designated "To be Relocated by Others" or "To be Removed by Others," respectively. Utilities shown on the plans and not so designated shall be left in place and will be subject to the provisions of the clause: 52.236-9 - PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS. The Contractor, without cost to the Government, may make arrangements with the owner for the temporary relocation and restoration of utilities not designated to be relocated, or for additional work in excess of the work needed to relocate utilities designated for relocation.

1.5.4 Coordination

The Contractor shall consult and cooperate with the owner of utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract or sufficiently in advance of anticipated interference with construction operations to provide required time for the removal or relocation of affected utilities.

1.5.5 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as of the date of this contract and if such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

1.5.6 Electric Current

All electric current required by the Contractor shall be furnished at his expense. All temporary lines shall be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer Representative and shall be removed by the Contractor in a like manner at his expense prior to final acceptance of the construction.

1.6 NOTICES

Copies of letters or notifications made to utility companies, U.S. Coast Guard, City of Long Beach, Port of Long Beach, Jacobsen Pilots, International Transportation Service (ITS), etc. shall be provided to the Contracting Officer.

1.6.1 Ship and Vessel Traffic

Due to the high volume of ship traffic entering and departing through Queen's Gate, the Contractor shall coordinate his activities closely with the Contracting Officer, U.S. Coast Guard Sector LA-LB, Jacobsen Pilot Management, Vessel Traffic Services (VTS)/ Marine Exchange of LA/LB Harbor, and International Transportation Service (ITS). Prior to start of dredging activities, the Contractor shall attend a meeting with these organizations to present his plan for the prevention of traffic conflicts.

1.6.2 City of Long Beach

The Contractor shall notify the City of Long Beach - Department of Parks - Recreation & Marine, and the Department of Lifeguards (dispatcher) at least 10 days in advance of commencement of dredging operations, and also 7 days in advance of placing material at the Nearshore Disposal site. The following information shall be provided:

- a. Description of the project and location of worksite(s).
- b. Size and type of construction equipment performing work in the project area.
- c. 24-hour telephone numbers of the project engineer, superintendent, and foreman.
- d. Schedule for start and completion of dredging project and nearshore disposal operations.

1.6.3 Port of Long Beach / ITS

The Contractor shall notify the Port of Long Beach - Sailendra Bandatmakur, and ITS - Eric Bayani, at least 10 days in advance of disposal operations at Slip G. The following information shall be provided:

- a. Schedule for start and completion of Slip G disposal operations.
- b. Size and names of scows, survey boats and workboats, and tugs to be working in Slip G.
- c. 24-hour telephone numbers of the project engineer, superintendent, and foreman.

Contractor to coordinate Slip G disposal operations with the Pier G terminal operator's shipping schedule.

1.6.4 Underground Services Alert

The Contractor shall contact Underground Services Alert (USA) at

1-800-227-2600 at least 2 working days, but not more than 14 calendar days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

1.6.5 Existing Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker.

1.6.6 United States Coast Guard

The Contractor shall notify the Commander Eleventh Coast Guard District, and the Coast Guard Sector LA-LB not less than 14 calendar days prior to commencing work. The notifications shall be provided by e-mail with information attached as a WORD.doc or pdf file. The notification shall include as a minimum the following information:

- a. Project description including the type of operation (i.e. dredging, diving, construction, etc).
- b. Location of operation, including Latitude / Longitude (NAD 83).
- c. Work start and completion dates and the expected duration of operations. The Coast Guard need to be notified if these dates change.
- d. Vessels involved in the operation (name, size and type).
- e. VHF-FM radio frequencies monitored by vessels on scene.
- f. Point of contact and 24 hour phone number.
- g. Potential hazards to navigation.
- h. Chart number for the area of operation.
- i. Recommend the following language be used in the Local Notice to Mariners: "Mariners are urged to transit at their slowest safe speed to minimize wake, and proceed with caution after passing arrangements have been made."

Address:

Commander, 11th Coast Guard District (dpw)
ATTN: Local Notice to Mariners
Coast Guard Island, Building 50-2
Alameda, CA 94501-5100
Tel: (510) 437-2970
e-mail: d11LNM@uscg.mil
Website: <http://www.uscg.mil/d11/dp/dpw/>

U.S. Coast Guard
Sector LA-LB
1001 South Seaside Ave, Bldg 20
San Pedro, CA 90731
Attn: Waterways Management
Phone # (310) 732-2020
Fax # (310) 732-2029
e-mail: Peter.W.Gooding@uscg.mil

1.7 POINTS OF CONTACT

The following is a list of points of contact:

<u>Company or Agency</u>	<u>Contact</u>	<u>Telephone</u>
U.S. Army Corps of Engineers		
Area Engineer	Eleanor Encinas	(909) 553-6121
Project Engineer	Stan Fujimoto	(626) 401-4084
City of Long Beach		
Dept of Parks, Recreation & Marine	Rachael Lyon	(562) 570-3207
Chief of Lifeguards	Dispatcher	(562) 570-1360
Port of Long Beach		
Program Manager	Sailendra Bandatmakur	(562) 901-1766
Program Manager	Ari Steinberg	(562) 901-1717
Director of Construction Management	Gary Cardamone	(562) 590-4174
Environmental Specialist	Matt Arms	(562) 590-4160
Chief Wharfinger	Yvonne Allen	(562) 590-4180
Harbor Patrol	Sgt Ed Davis	(562) 843-2175
ITS - International Transportation Service	Eric Bayani	(562) 590-6842
Jacobsen Pilot Management	Captain Tom Jacobsen	(562) 435-5435
	Captain John Strong	(562) 435-5435
Pilot Station	24 Hour phone number	(562) 432-0664
VTS / Marine Exchange of LA/ LB Harbor	Captain Manny Aschemeyer	(310) 519-3127
	Captain Dick McKenna	(310) 519-3126
U.S. Coast Guard		
Sector LA-LB	LT Peter Gooding	(310) 732-2020
Eleventh Coast Guard District		
Local Notice to Mariners	BMC Jay Field	(510) 437-2969
Aids-to-Navigation	BMC Jay Field	
Catalina Express	Ray Lyman	(310) 519-7971
Southern California Edison	Frank Allen	(310) 608-5130
	24 hour duty officer	(626) 302-1212
THUMS Long Beach Company	Steve Pitkin	(562) 624-3441
	Kathye Griffis	(562) 624-3422
San Pedro Bay Pipeline/ Pacific Energy	Bob Pyle	(562) 628-1540

1.8 AIDS TO NAVIGATION

The Contractor shall not remove, relocate, obstruct, willfully damage, make fast to, or interfere with any aids-to-navigation.

The Contractor shall notify the Eleventh Coast Guard District in writing with a copy to the Contracting Officer, not less than 30 calendar days in advance of the time he plans to operate any equipment adjacent to any Coast Guard placed aids-to-navigation which requires relocation or removal.

Some of the buoys in the Los Angeles River channel are maintained by the City of Long Beach or Catalina Express. Contractor shall coordinate with Catalina Express / City of Long Beach prior to moving any of these buoys.

1.9 DREDGING AIDS

The Contractor shall obtain approval of the 11th Coast Guard District prior to placing any buoy or other dredging aid marker in the water. Buoys and other dredging aid markers shall be equipped with the necessary lights and the Contractor shall insure that all lights are in proper working order prior to installation. Buoys and dredging aid markers shall be maintained throughout the length of the contract and shall not be colored, marked, or placed in a manner that will obstruct or be confused with other navigational aids.

1.10 RESTRICTIONS

1.10.1 Slip G

a. Slip G disposal operations shall not occur while any ship is arriving or departing Slip G. Contractor to coordinate with International Transportation Service (ITS) on ship arrival/ departure schedule.

b. Hydraulic discharge of dredge material is not allowed at Slip G.

c. See Section 35 20 20 - DREDGING, paragraph 3.3.2 Slip G Disposal / Restrictions for complete list of restrictions at Slip G.

1.10.2 Obstruction of Channel

The Queen's Way Marina is the site of Catalina Express' Downtown Landing. Catalina Express ferries transit the Los Angeles River Estuary navigation channel on a regular basis. Catalina Express ferry schedule can be viewed at www.catalinaexpress.com. This schedule changes with change of seasons.

The Government will not undertake to keep the navigation channels free from vessels or other obstructions. The Contractor shall be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, temporary buoys, and piles and other marks placed by him under the contract.

All underwater and above surface hazards to navigation associated with this work shall be marked with a white light of at least 40 candela.

1.11 PIPELINE AND POWERLINE CROSSINGS

1.11.1 General

If a discharge pipeline is to be used, the Contractor shall take all necessary precaution to prevent rupture along the pipelines as required and where pipelines change direction 22 degrees or more. Should submerged pipelines cause shoaling in the channel, the Contractor shall remove such

shoals and restore to the depths as existed prior to the laying of the submerged pipe. Materials so removed shall be disposed of in a manner approved by the Contracting Officer. No separate payment will be made for the removal of such shoals and all cost thereof shall be included in the contract price.

1.11.2 Channel Crossings

The Contractor must maintain any submerged pipeline / cable crossing in navigation channels without impact to shipping and boating activities.

The Contractor's delivery pipe and any required power lines crossing the navigation channels shall be submerged such that the top of the pipe / power lines are a minimum depth of -4.6 meters MLLW, to allow unrestricted navigation over the pipe and power lines for a distance of not less than 40 meters normal to the channel alignment. The Contractor shall provide anchors or weights for the submerged pipeline and powerline to prevent them from floating. The Contractor shall remove the anchors and weights after completion of the dredging operations.

1.12 PERMITS

a. Reference is made to the clause of the contract entitled: PERMITS AND RESPONSIBILITIES, which obligate the Contractor to obtain all required licenses and permits. See Environmental Protection Section 01 57 20.00 10.

b. Contractor is required to secure variances to City of Long Beach ordinances for vehicular access to the project site. All Contractor's vehicles granted a variance shall display necessary permit at all times.

c. See Section 01 57 20 - ENVIRONMENTAL PROTECTION, paragraph 1.4.2 Permits.

1.13 MARINE PLANT

a. All marine plant and equipment which are required by federal regulations to be inspected by the United States Coast Guard, shall have valid certifications. No marine plant or equipment requiring Coast Guard inspection shall be put into use on the job without the required certification issued by the U.S. Coast Guard Officer in Charge of Marine Inspections.

b. All marine construction equipment shall monitor appropriate VHF marine safety radio channels.

c. Fuel transfer operations shall conform to U.S. Coast Guard design regulations, CFR 33 Part 156.

1.14 PUBLIC SAFETY

Attention is invited to the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. The Contractor shall provide temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he

shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flagmen and guards, while on duty and assigned to give warning, and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

If a pipeline is used, the Contractor shall furnish, install, maintain, and remove temporary buoys along the dredge pipeline within the waterway. Buoys shall be equipped with signs which will indicate, by arrows, the direction boat traffic will be permitted to pass in order to prevent unnecessary traffic over the submerged pipeline.

1.15 GENERAL SAFETY REQUIREMENTS

1.15.1 General

1. The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 as revised from time to time), and the Dredging Contractor of America (DCA) / United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP) are all applicable to this contract. In case of conflict, the most stringent requirement of the three standards is applicable. Pursuant to EM 385-1-1, the Contractor shall submit a Site Safety Health Plan / Accident Prevention Plan (APP).

2. If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA) / United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the dredges to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of a Site Safety Health Plan / Accident Prevention Plan,

(a) make available for review, upon request, the Contractor's current Safety Management System (SMS) documentation,

(b) submit to the Contracting Officer the current valid Company Certificate of Compliance for its SMS

(c) submit the current dredge(s) Certificate of Compliance based on third party audit, and

(d) submit for review and acceptance, site specific addenda to the SMS as specified in the solicitation.

1.15.2 Job Hazard Analysis

Based on the construction schedule, the Contractor shall submit a Job Hazards Safety Analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or high risk hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The Prime Contractor's superintendent shall take active participation in the Job Hazard Analysis, including the subcontractors' work. Prior to start of actual work, a meeting shall be held with Prime Contractor, Government, and affected subcontractor to review the Job Hazard Analysis. In addition, job site meetings shall be held to indoctrinate foremen and workers on details of this analysis.

1.15.3 Violations

If recurring violations and/or gross violation indicate that the safety performance is unsatisfactory, corrective action shall be taken as directed, and at the discretion of the Contracting Officer's Representative the retention or some part thereof may be withheld from the progress payment until corrective action has been completed.

1.15.4 Fire Prevention

Cutting or welding will be permitted only in areas that are or have been made fire safe. Where possible, all combustibles shall be located at least 11 meters horizontally from the work site. Where such location is impracticable, combustibles shall be protected with flame-proofed covers or otherwise shielded with metal or asbestos guards or curtains. Edges of covers at the floor shall be tight to prevent sparks from going under them. This precaution is also important at overlaps where several covers are used to protect a large pile. Other fire prevention precautions shall be in accordance with the latest National Fire Codes.

1.15.5 Record Keeping and Reporting Requirements

On all contract operations, the Prime Contractor shall be responsible for recording and reporting all accident exposure and experience incident work. (This includes exposure and experience of the prime contractor and his/her sub-contractor(s)). As a minimum, these records shall include exposure work-hours and a log of occupational injuries and illnesses. (OSHA Form 200 or state equivalent as prescribed by CFR 29 Part 1926 Reference EM 385-1 1.

1.15.6 Accident Reporting

As part of the requirements for reporting accidents in accordance with EM 385-1-1, Section 1, the Prime Contractor will submit at the 50% point and 100% of project completion, a written summary of worker's compensation claims filed by workers on the project. The report shall include all subcontractors. The main report covering the Prime Contractor claims shall be certified as "correct and true" by the Contractor's compensation insurance carrier. The same certification will be required for subcontractor reports.

1.16 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in

accordance with the General Regulations of the Department of the Army and of the Coast Guard, governing lights and day signals to be displayed by towing vessels with tows, on which no signals can be displayed, vessels working on jetties, submarine or bank protection operations, and day signals to be displayed by vessels of more than 20 meters in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army (33 C.F.R. 201.1-201.16) and the Commandant U.S. Coast Guard (33 C.F.R. 80.18-80.31a and 33 C.F.R. 95.51-95.70).

1.17 RADIO COMMUNICATION

To facilitate and insure the safe passage of vessels in the channel, the Contractor shall provide, operate and maintain on his plant, radio facilities capable of voice communication with vessels using the channel. Station licensing and frequency authorizations shall be the responsibility of the Contractor.

1.18 REPAIR OF STREETS, ACCESS ROADS, AND WORK AREAS

The Contractor shall restore streets and access roads (used for haul routes and mobilizing equipment) and work areas to original condition upon completion of the work. Contractor shall restore to local city standards.

1.19 INSPECTION

Reference is made to the clause of the contract entitled: INSPECTION OF CONSTRUCTION. In addition, the Contractor will be required:

a. To furnish, on the notification of the Contracting Officer, his authorized representative, or any Corps inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting and supervising the work.

b. To furnish, on the notification of the Contracting Officer, his authorized representative, or any Corps 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 work areas. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

c. Upon notification of the Contracting Officer, his authorized representative, or any Corps inspector, to allow authorized representatives of the California Regional Water Quality Control Board or the South Coast Air Quality Management District or State Air Resources Board to:

- * enter upon the Contractor's premises where a regulated facility or activity is located or conducted, or where records are kept;
- * have access to and copy, at reasonable times, any records that must be kept per agency requirements;
- * inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated

by these agencies;

* and sample or monitor at reasonable times any substances or parameters at any location for the purpose of assuring compliance with agency regulations.

1.20 NAVIGATION

The Contractor's operations shall conform to the U.S. Coast Guard publication "Navigation Rules, International-Inland, INST M16672.28", latest edition.

1.21 CONTRACTOR'S WORK AND STORAGE AREA

Access Easements and Contractor's Work Area will be laid out by the Contracting Officer. Any damage to electrical underground installations, light poles, pavement, fence, shrubs or other facilities within the Contractor's work area shall be repaired or replaced by and at the expense of the Contractor.

The Contractor shall submit a Work and Storage Areas Plan for approval within 10 days after receipt of Notice to Proceed. Contractor's work areas and temporary construction easements are as indicated, subject to approval of the Contracting Officer. The Contractor's work area(s) shall be fenced according to the instruction of the Contracting Officer. Upon completion of the work, the fence materials shall become the property of the Contractor and shall be removed from the site.

1.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSES: SECTION 00700, 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.

The following schedule of monthly anticipated adverse weather delays is based upon 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 DAYS
Work Days Based on Five (5) Day Work Week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	4	3	1	0	0	0	0	0	0	1	3

- c. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily CQC

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. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, the Contracting Officer will convert any qualifying days to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION).

1.23 NON CONTRACT WORK

The Contractor and/or his subcontractors shall not perform any work or erect any structure for third parties, landowners or otherwise, within the limits of the rights-of-way without prior approval of the Contracting Officer.

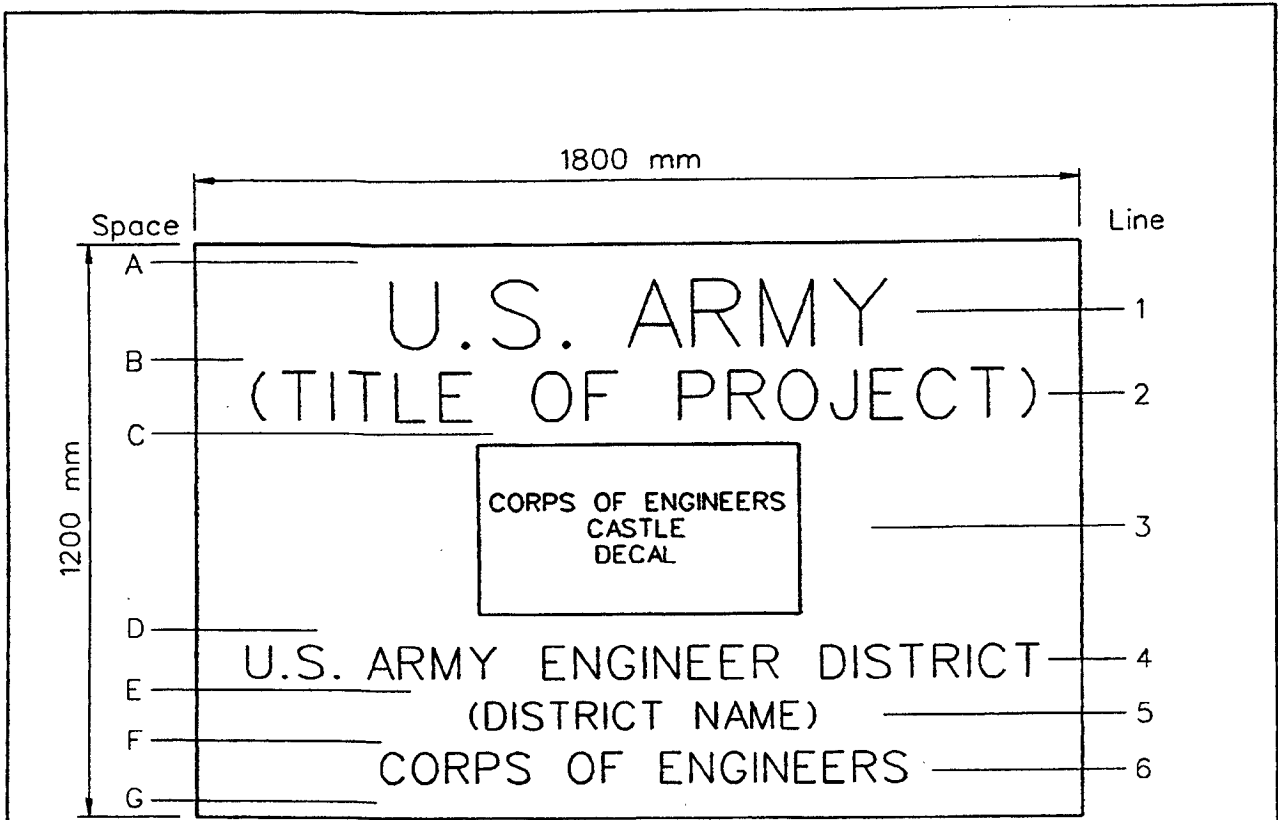
1.24 COORDINATION WITH OTHER CONSTRUCTION

The Contractor shall coordinate work with any other construction projects in the vicinity of the project. The Contractor shall coordinate work with navigation activities and maritime efforts in the area.

PART 2 MATERIALS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --



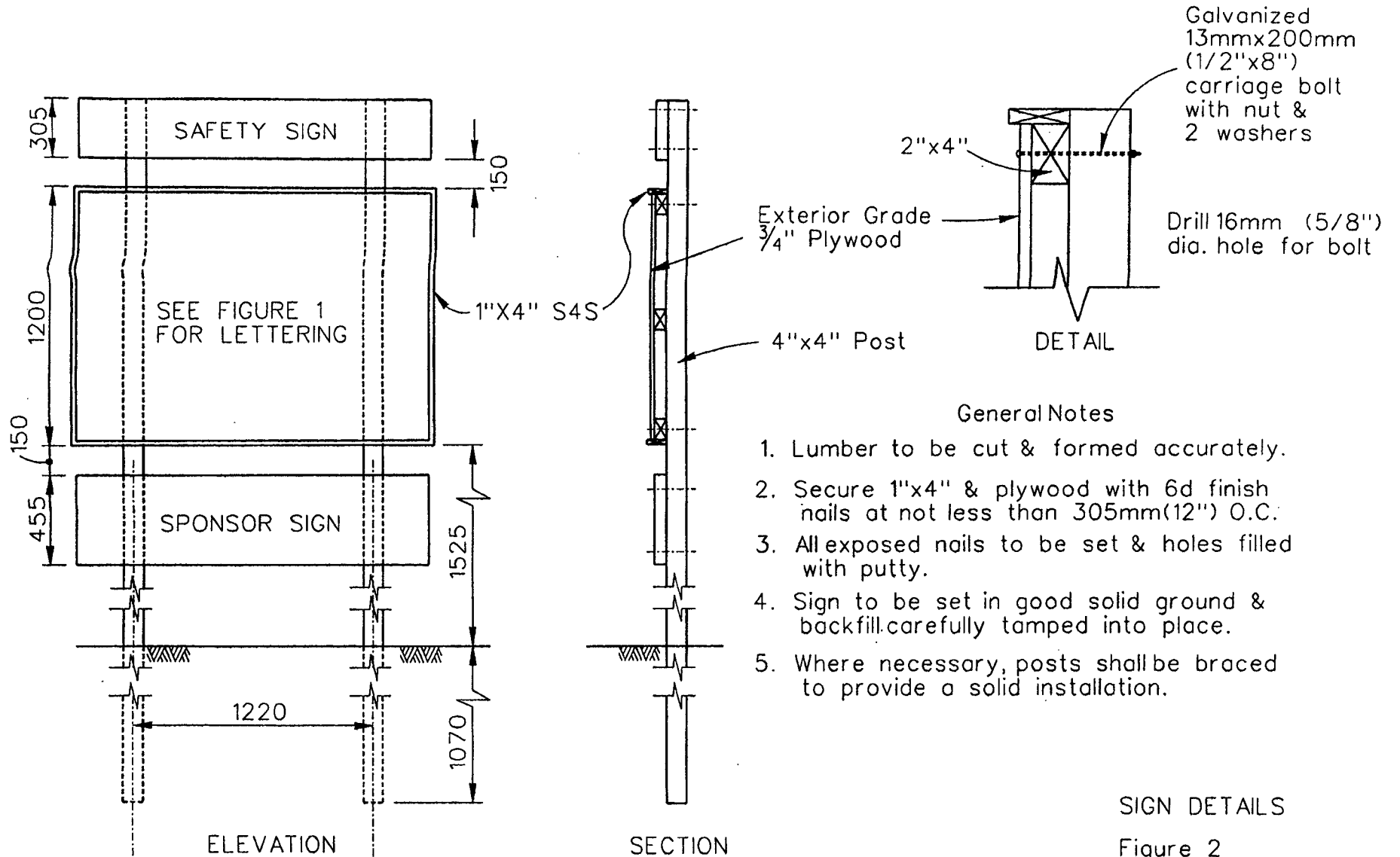
Space	Height	Line	Description	Letter Height	Stroke
A	75	1	U.S. ARMY	140	22
B	50	2	PROJECT NOMENCLATURE	100	16
C	50	3	CORPS OF ENGINEERS CASTLE (DECAL)	345	
D	70	4	U.S. ARMY ENGINEER DISTRICT	70	9
E	50	5	DISTRICT NAME	60	6
F	50	6	CORPS OF ENGINEERS	65	9
G	75				

Letter Color -- Black

PROJECT SIGN
(Army-Civil Works)

Figure 1
October 1996

All units are in millimeters.



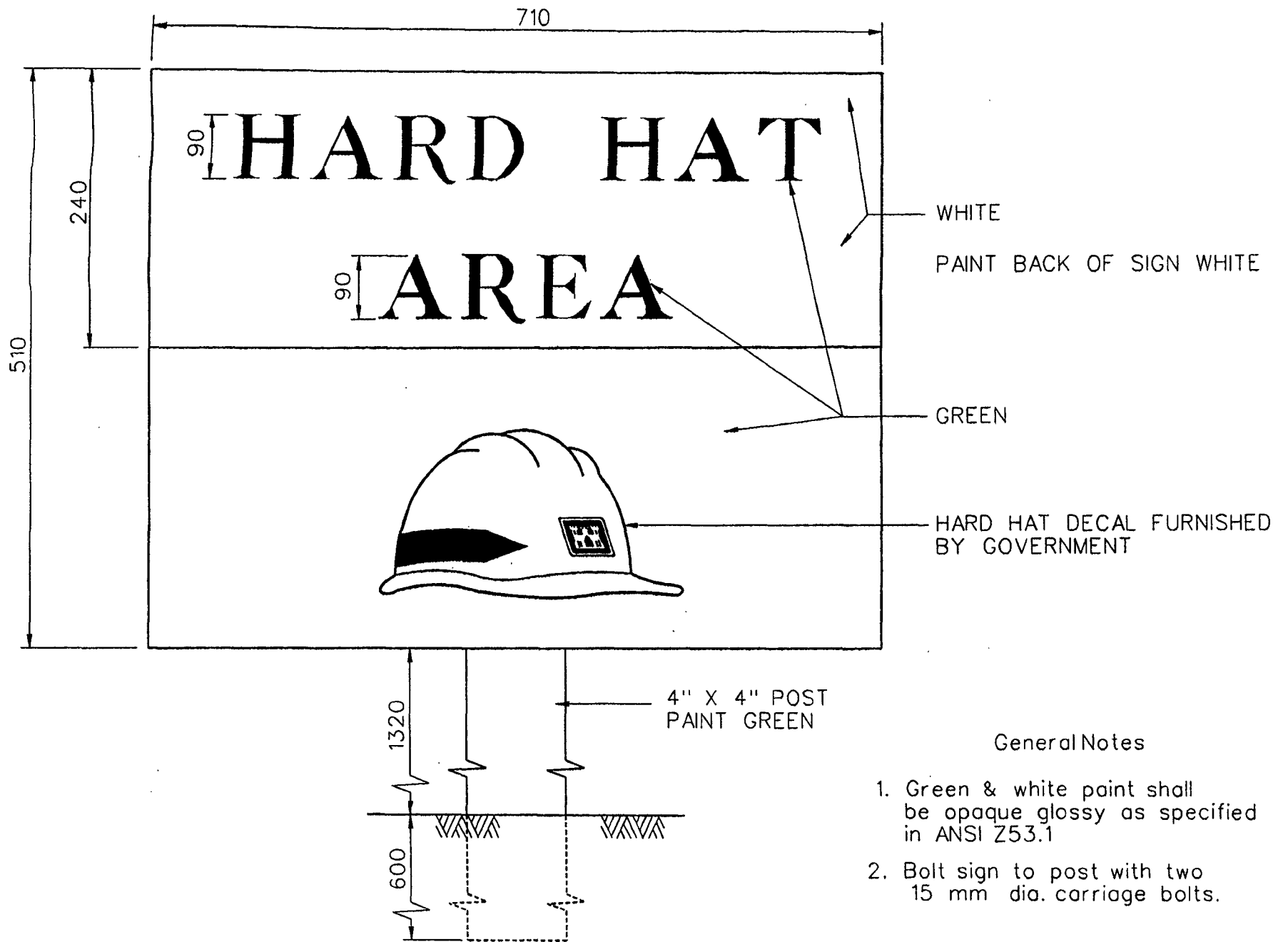
General Notes

1. Lumber to be cut & formed accurately.
2. Secure 1"x4" & plywood with 6d finish nails at not less than 305mm(12") O.C.
3. All exposed nails to be set & holes filled with putty.
4. Sign to be set in good solid ground & backfill carefully tamped into place.
5. Where necessary, posts shall be braced to provide a solid installation.

SIGN DETAILS

Figure 2
October 1996

All units are in millimeters unless otherwise indicated.

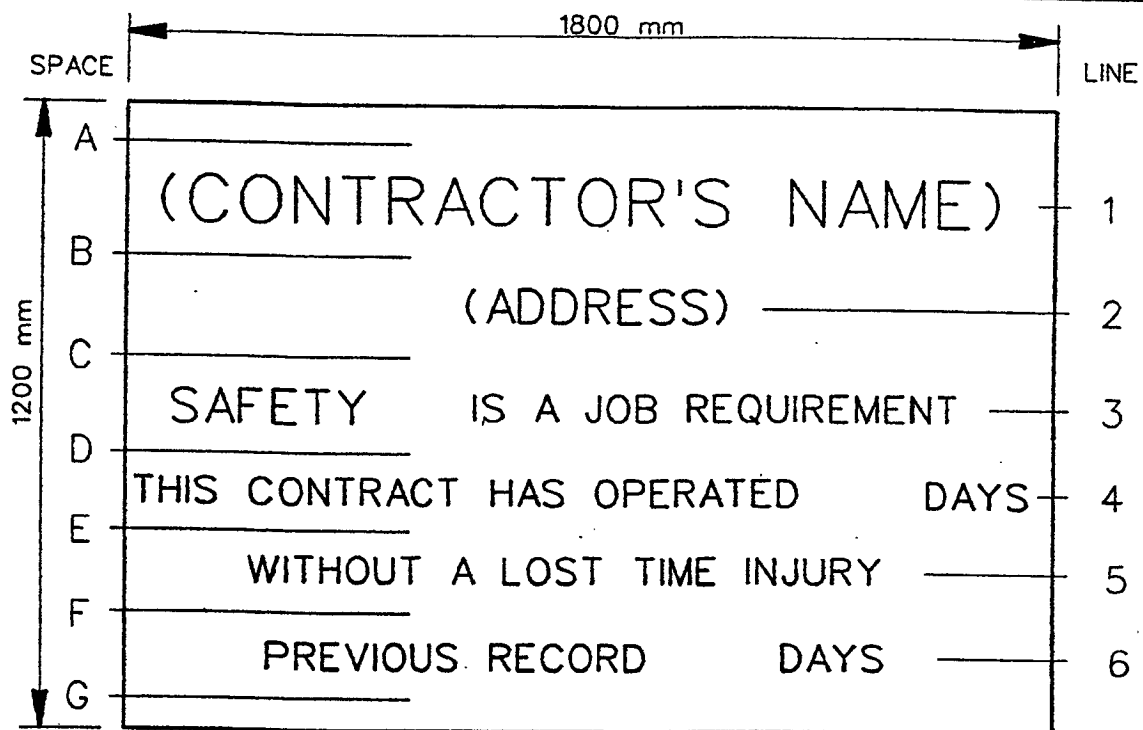


General Notes

1. Green & white paint shall be opaque glossy as specified in ANSI Z53.1
2. Bolt sign to post with two 15 mm dia. carriage bolts.

All units are in millimeters unless otherwise indicated.

Figure 3
October 1996



<u>SPACE</u>	<u>HEIGHT</u>	<u>LINE</u>	<u>DESCRIPTION</u>	<u>LETTER HEIGHT</u>
A	125			
B	75	1	CONTRACTOR'S NAME	125
C	150	2	ADDRESS	75
D	75	3	SAFETY IS A JOB REQUIREMENT	115 & 75
E	75	4	ALL LETTERING	75
F	75	5	ALL LETTERING	75
G	125	6	ALL LETTERING	75

Notes

Lettering shall be black No. 27038 standard 595.
Sign shall be installed in the same manner
as the Project Sign.

SAFETY SIGN
STANDARD DETAIL

All units are in millimeters.

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 22 00.00 10

MEASUREMENT AND PAYMENT

04/06

PART 1 GENERAL

1.1 SUBMITTALS

1.2 LUMP SUM PAYMENT ITEMS

1.2.1 Mobilization and Demobilization

1.2.2 Slip G Cover Material from either Area 2 or Sand Trap-A

1.3 UNIT PRICE PAYMENT ITEMS

1.3.1 Dredging

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section Table of Contents --

SECTION 01 22 00.00 10

MEASUREMENT AND PAYMENT
04/06

PART 1 GENERAL

1.1 SUBMITTALS

None

1.2 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the PRICING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.2.1 Mobilization and Demobilization

a. Payment. Payment will be made for costs associated with mobilization and demobilization, as defined in Special Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

b. Unit of Measure: Job.

1.2.2 Slip G Cover Material from either Area 2 or Sand Trap-A

a. Payment. Payment will be made for costs associated with dredging, including overdepth dredging, transporting and deposition of dredge material to Slip G, and other operations incidental thereto, including hydrographic surveys of Slip G, leveling / grading operations at Slip G, water quality control/monitoring, and sediment analysis.

b. Measurement shall be by scow load. Contractor to provide
* Loaded Scow Fore Draft Average / Aft Draft Average
* Loaded Average Draft
* Bin Cubic Meters

c. Unit of Measure: Job.

1.3 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the PRICING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality

control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.3.1 Dredging

a. Payment. Payment will be made for costs associated with dredging, including overdepth dredging, transporting and deposition of dredge material at designated placement sites, and other operations incidental thereto, including hydrographic surveys of Slip G, leveling / grading operations at Slip G, water quality control/monitoring, and sediment analysis.

b. Measurement

The total quantity of dredge material for which payment will be made will be by in-place (quantity) measurement in cubic meters by computing the difference in available material between the pre-dredge survey and the post-dredge survey. Available material is defined as material located within the boundaries of the dredge prism. Specifically, a quantity of available material will be computed between the dredge prism and the bottom surface shown by the soundings of the Government's pre-dredge survey, and a quantity of available material will be computed between the dredge prism and the bottom surface shown by the Government's post-dredge survey. The difference between these two available quantities (pre-dredge and post-dredge) will constitute the quantity of material dredged. Misplaced materials (including any required removal and placement), excessive overdepth dredging and material falling or drawn into the cut from beyond the side slope plane or beyond the limits indicated, will be excluded from the quantities for which payment will be made. The Triangulated Irregular Network (TIN) method will be used for quantity determination. For method of soundings, see SECTION 35 20 20: DREDGING.

c. Unit of Measure: cubic meter

Note: To avoid double counting of dredge material, the 12,000 cubic meters of Slip G Cover Material from either Area 2 or Sand Trap-A, shall be deducted from the available material of the appropriate dredge footprint.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

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SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 33 00

SUBMITTAL PROCEDURES

10/06

PART 1 GENERAL

- 1.1 DEFINITIONS
 - 1.1.1 Submittal Descriptions (SD)
 - 1.1.2 Approving Authority
 - 1.1.3 Work
- 1.2 SUBMITTALS
- 1.3 SUBMITTAL CLASSIFICATION
 - 1.3.1 Government Approved
 - 1.3.2 Information Only
- 1.4 APPROVED SUBMITTALS
- 1.5 DISAPPROVED SUBMITTALS
- 1.6 WITHHOLDING OF PAYMENT
- 1.7 GENERAL
- 1.8 SUBMITTAL REGISTER
- 1.9 SCHEDULING
- 1.10 TRANSMITTAL FORM (ENG FORM 4025)
- 1.11 SUBMITTAL PROCEDURES
 - 1.11.1 Procedures
 - 1.11.2 Deviations
- 1.12 CONTROL OF SUBMITTALS
- 1.13 GOVERNMENT APPROVED SUBMITTALS
- 1.14 INFORMATION ONLY SUBMITTALS
- 1.15 STAMPS

-- End of Section Table of Contents --

SECTION 01 33 00

SUBMITTAL PROCEDURES
10/06

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by SD numbers and titles as follows.

SD-01 Preconstruction Submittals

- Certificates of insurance.
- Surety bonds.
- List of proposed subcontractors.
- List of proposed products.
- Construction Progress Schedule.
- Submittal register.
- Schedule of prices.
- Health and safety plan.
- Work plan.
- Quality control plan.
- Environmental protection plan.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a

material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily logs and checklists.

Final acceptance test and operational test procedure.

SD-11 Closeout Submittals

1.1.2 Approving Authority

Office or designated person authorized to approve submittal.

1.1.3 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Submittal register; G

1.3 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.3.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.3.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.4 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.5 DISAPPROVED SUBMITTALS

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

1.6 WITHHOLDING OF PAYMENT

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

1.7 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.8 SUBMITTAL REGISTER

At the end of this section is a Submittal Register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with Section 01 45 02.00 10 QUALITY CONTROL SYSTEM (QCS). The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall track all submittals.

1.9 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 10 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.10 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.11 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.11.1 Procedures

Submittals shall be made to the Contracting Officer's Representative. Two (2) copies of submittals for Information Only are required. Six (6) copies are required for all other submittals.

1.11.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.12 CONTROL OF SUBMITTALS

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

1.13 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and two copies of the submittal will be returned to the Contractor.

1.14 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.15 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR	
(Firm Name)	
_____	Approved
_____	Approved with corrections as noted on submittal data and/or attached sheets (s).
SIGNATURE:	_____
TITLE:	_____
DATE:	_____

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.
W912PL-08-C-xxxx

TITLE AND LOCATION						CONTRACTOR											
Los Angeles River Estuary Maintenance Dredging FY2008																	
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				MAILED TO CONTR/	REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER			ACTION CODE
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
	01 20 01		SD-01 Preconstruction Submittals														
			Site Safety Health Plan	1.15.1	G												
			Job Hazards Safety Analysis	1.15.2	G												
			Work and Storage Areas Plan	1.21	G												
	01 33 00		SD-01 Preconstruction Submittals														
			Submittal register	1.8	G												
	01 45 04.00 10		SD-01 Preconstruction Submittals														
			Contractor Quality Control Plan (QCP)	3.2.1	G												
			Laboratory for testing of Sediment Samples	3.7.2.1	G												
			Project Schedule	3.11	G												
	01 57 20.00 10		SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.5	G												
			Water Quality Firm	3.3.1	G												
			Water Quality Monitoring Work Plan	3.3.2	G												
			SD-06 Test Reports														
			Weekly Water Quality Monitoring Reports	3.3.4													
	35 20 20		SD-01 Preconstruction Submittals														
			Dredge and Disposal Plan	3.2	G												
			Scow Certification Checklist Form	3.3.4	G												
			Hydrographic Surveyor	3.9.2	G												
			SD-03 Product Data														
			Slip G Disposal Records	3.3.2													

SUBMITTAL REGISTER

CONTRACT NO.
W912PL-08-C-xxxx

TITLE AND LOCATION						CONTRACTOR											
Los Angeles River Estuary Maintenance Dredging FY2008																	
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY					REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE		DATE OF ACTION
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		35 20 20	Slip G survey products	3.11													
			Nearshore Disposal Records	3.3.3													
			LA-2 Disposal Records	3.3.4													
			LA-2 Ocean Disposal Records - Monthly Reports	3.3.4													
			LA-2 Ocean Disposal Completion Letter	3.3.4													
			SD-04 Samples														
			Sediment Samples	3.8.1													
			SD-06 Test Reports														
			Daily Report of Operations	3.13													
			Sediment Analysis Data Summary	3.8.2													

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <i>(Read instructions on the reverse side prior to initiating this form)</i>	DATE	TRANSMITTAL NO.
---	------	-----------------

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____
-----	-------	--------------	---

SPECIFICATION SEC. NO. <i>(Cover only one section with each transmittal)</i>	PROJECT TITLE AND LOCATION	CHECK ONE: THIS TRANSMITTAL IS FOR <input type="checkbox"/> FIO <input type="checkbox"/> GOV'T. APPROVAL
--	----------------------------	--

ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <i>(Type size, model number/etc.)</i>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See instruction no. 8)</i>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <i>(See instruction No. 6)</i>	FOR CE USE CODE
				SPEC. PARA. NO.	DRAWING SHEET NO.			
a.		c.	d.	e.	f.	g.	h.	i.

REMARKS	<p>I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.</p> <p style="text-align: center;">_____ NAME AND SIGNATURE OF CONTRACTOR</p>
---------	--

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED <i>(List by Item No.)</i>	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|---|---|
| A -- Approved as submitted. | E -- Disapproved (See attached). |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged. |
| C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- Will be returned by separate correspondence. | G -- Other (Specify) |
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 42 00

SOURCES FOR REFERENCE PUBLICATIONS

07/06

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 ORDERING INFORMATION

-- End of Section Table of Contents --

SECTION 01 42 00

SOURCES FOR REFERENCE PUBLICATIONS

07/06

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

ASTM INTERNATIONAL (ASTM)
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
E-mail: service@astm.org
Internet: <http://www.astm.org>

U.S. ARMY CORPS OF ENGINEERS (USACE)
Order CRD-C DOCUMENTS from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services
Branch, TIC
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Ph: 601-634-2664
Fax: 601-634-2388
E-mail: mtc-info@erdc.usace.army.mil
Internet: <http://www.wes.army.mil/SL/NTC/handbook.atm>

Order Other Documents from:
USACE Publications Depot
Attn: CEHEC-IM-PD
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
E-mail: pubs-army@usace.army.mil
Internet: <http://www.usace.army.mil/publications>

or <http://www.hnd.usace.army.mil/techinfo/engpubs.htm>

U.S. DEPARTMENT OF COMMERCE (DOC)
1401 Constitution Avenue, NW
Washington, DC 20230
Ph: 202-482-2000
Internet: <http://www.commerce.gov/>

Order Publications From:
National Technical Information Service (NTIS)
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6585
Fax: 703-605-6900
E-mail: info@ntis.gov
Internet: <http://www.ntis.gov>

U.S. GENERAL SERVICES ADMINISTRATION (GSA)
General Services Administration
1800 F Street, NW
Washington, DC 20405
Ph: 202-501-1021
Internet: www.GSA.gov

Order from:
General Services Administration
Federal Supply Service Bureau
1941 Jefferson Davis Highway
Arlington, VA 22202
Ph: 703-605-5400
Internet: <http://apps.fss.gsa.gov/pub/fedspecs/index.cfm>

- - - - - Commercial Item Description Documents - - - - -

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road
College Park, MD 20740-6001
Ph: 866-272-6272
Fax: 301-837-0483
Internet: <http://www.archives.gov>

Order documents from:
Superintendent of Documents
U.S. Government Printing Office (GPO)
732 North Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800
Fax: 202-512-2104
E-mail: contactcenter@gpo.gov
Internet: <http://www.gpoaccess.gov>

-- End of Section --

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SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 45 02.00 10

QUALITY CONTROL SYSTEM (QCS)

04/06

PART 1 GENERAL

- 1.1 Contract Administration
 - 1.1.1 Correspondence and Electronic Communications
 - 1.1.2 Other Factors
- 1.2 QCS SOFTWARE
- 1.3 SYSTEM REQUIREMENTS
- 1.4 RELATED INFORMATION
 - 1.4.1 QCS User Guide
 - 1.4.2 Contractor Quality Control (CQC) Training
- 1.5 CONTRACT DATABASE
- 1.6 DATABASE MAINTENANCE
 - 1.6.1 Administration
 - 1.6.1.1 Contractor Information
 - 1.6.1.2 Subcontractor Information
 - 1.6.1.3 Correspondence
 - 1.6.1.4 Equipment
 - 1.6.1.5 Management Reporting
 - 1.6.1.6 Request For Information (RFI)
 - 1.6.2 Finances
 - 1.6.2.1 Pay Activity Data
 - 1.6.2.2 Payment Requests
 - 1.6.3 Quality Control (QC)
 - 1.6.3.1 Daily Contractor Quality Control (CQC) Reports.
 - 1.6.3.2 Deficiency Tracking.
 - 1.6.3.3 QC Requirements
 - 1.6.3.4 Three-Phase Control Meetings
 - 1.6.3.5 Labor and Equipment Hours
 - 1.6.3.6 Accident/Safety Reporting
 - 1.6.3.7 Features of Work
 - 1.6.3.8 Hazard Analysis
 - 1.6.4 Submittal Management
 - 1.6.5 Schedule
 - 1.6.6 Import/Export of Data
- 1.7 IMPLEMENTATION
- 1.8 DATA SUBMISSION VIA CD-ROM
 - 1.8.1 File Medium
 - 1.8.2 CD-ROM Labels
 - 1.8.3 File Names
- 1.9 MONTHLY COORDINATION MEETING
- 1.10 NOTIFICATION OF NONCOMPLIANCE

PART 2 PRODUCTS

PART 3 EXECUTION

RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following is the minimum system configuration that the Contractor shall have to run QCS:

QCS and QAS System

Hardware

IBM-compatible PC with 1000 MHz Pentium or higher processor
256+ MB RAM for workstation / 512+ MB RAM for server
1 GB hard drive disk space for sole use by the QCS system
3 1/2 inch high-density floppy drive
Compact Disk (CD) Reader 8x speed or higher
SVGA or higher resolution monitor (1024x768, 256 colors)
Mouse or other pointing device
Windows compatible printer. (Laser printer must have 4 MB+ of RAM)
Connection to the Internet, minimum 56k BPS

Software

MS Windows 2000 or higher
QAS-Word Processing software: MS Word 2000 or newer
Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher
Electronic mail (E-mail) MAPI compatible
Virus protection software that is regularly upgraded with all issued manufacturer's updates

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control (CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government will provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by using the Government's SFTP repository built into QCS import/export function. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Submit data updates to the Government (e.g., daily reports, submittals, RFI's, schedule updates, payment requests, etc.) using the Government's SFTP repository built into QCS export function. If permitted by the Contracting Officer, e-mail or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, deliver Contractor administrative data in electronic format.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subContractors. A subcontractor must be listed separately for each trade to be performed. Assign each subcontractor/trade a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, deliver subcontractor administrative data in electronic format.

1.6.1.3 Correspondence

Identify all Contractor correspondence to the Government with a serial number. Prefix correspondence initiated by the Contractor's site office with "S". Prefix letters initiated by the Contractor's home (main) office with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections

of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.1.6 Request For Information (RFI)

Exchange all Requests For Information (RFI) using the Built-in RFI generator and tracker in QCS.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Group pay activities Contract Line Item Number (CLIN); the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

Prepare all progress payment requests using QCS. Complete the payment request worksheet, prompt payment certification, and payment invoice in QCS. Update the work completed under the contract, measured as percent or as specific quantities, at least monthly. After the update, generate a payment request report using QCS. Submit the payment request, prompt payment certification, and payment invoice with supporting data using the Government's SFTP repository built into QCS export function. If permitted by the Contracting Officer, e-mail or a CD-ROM may be used. A signed paper copy of the approved payment request is also required, which will govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. Maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. Provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, submit a QCS update reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Summarize data from any supplemental reports by the Contractor and consolidate onto the QCS-generated Daily CQC Report. Submit daily CQC Reports as required by Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL. Electronically submit reports to the Government within 24 hours after the date covered by the report. Also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 QC Requirements

Develop and maintain a complete list of QC testing and required structural and life safety special inspections required by the International Code Council (ICC), transferred and installed property, and user training requirements in QCS. Update all data on these QC requirements as work progresses, and promptly provide this information to the Government via QCS.

1.6.3.4 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.5 Labor and Equipment Hours

Log labor and equipment exposure hours on a daily basis. This data will be rolled up into a monthly exposure report.

1.6.3.6 Accident/Safety Reporting

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. Regularly update the correction status of the safety comments. In addition, utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

1.6.3.7 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.8 Hazard Analysis

Use QCS to develop a hazard analysis for each feature of work included in the CQC Plan. The hazard analysis shall address any hazards, or potential hazards, that may be associated with the work

1.6.4 Submittal Management

The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in

its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update shall be produced using QCS. QCS and RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

Develop a construction schedule consisting of pay activities, in accordance with paragraph PROJECT SCHEDULE in Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data from RMS, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA CD-ROM

The Government-preferred method for Contractor's submission of QCS data is by using the Government's SFTP repository built into QCS export function. Other data should be submitted using E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of CD-ROM for data transfer. Export data onto CDs using the QCS built-in export function. If used, submit CD-ROMs in accordance with the following:

1.8.1 File Medium

Submit required data on CD-ROM. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 CD-ROM Labels

Affix a permanent exterior label to each CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The files will be automatically named by the QCS software. The naming convention established by the QCS software shall not be altered in any way by the Contractor.

1.9 MONTHLY COORDINATION MEETING

Update the QCS database each workday. At least monthly, generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, meet with the Government representative to review the planned progress payment data submission for errors and omissions.

Make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

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SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 45 04.00 10

CONTRACTOR QUALITY CONTROL

04/06

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 SUBMITTALS
- 1.3 PAYMENT

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

- 3.1 GENERAL REQUIREMENTS
- 3.2 QUALITY CONTROL PLAN
 - 3.2.1 General
 - 3.2.2 Content of the CQC Plan
 - 3.2.3 Acceptance of Plan
 - 3.2.4 Notification of Changes
- 3.3 COORDINATION MEETING
- 3.4 QUALITY CONTROL ORGANIZATION
 - 3.4.1 Personnel Requirements
 - 3.4.2 CQC System Manager
 - 3.4.3 CQC Personnel
 - 3.4.4 Additional Requirement
 - 3.4.5 Organizational Changes
- 3.5 SUBMITTALS AND DELIVERABLES
- 3.6 CONTROL
 - 3.6.1 Preparatory Phase
 - 3.6.2 Initial Phase
 - 3.6.3 Follow-up Phase
 - 3.6.4 Additional Preparatory and Initial Phases
- 3.7 TESTS
 - 3.7.1 Testing Procedure
 - 3.7.2 Testing Laboratories
 - 3.7.2.1 Laboratory for Dredge Sediment Samples
 - 3.7.2.2 Capability Check
 - 3.7.2.3 Capability Recheck
 - 3.7.3 Onsite Laboratory
 - 3.7.4 Furnishing or Transportation of Samples for Testing
- 3.8 COMPLETION INSPECTION
 - 3.8.1 Punch-Out Inspection
 - 3.8.2 Pre-Final Inspection
 - 3.8.3 Final Acceptance Inspection
- 3.9 DOCUMENTATION
- 3.10 NOTIFICATION OF NONCOMPLIANCE
- 3.11 PROJECT SCHEDULE

-- End of Section Table of Contents --

SECTION 01 45 04.00 10

CONTRACTOR QUALITY CONTROL

04/06

PART 1 GENERAL

1.1 REFERENCES

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

ASTM INTERNATIONAL (ASTM)

ASTM D 3740 (2004) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 339 (2005b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contractor Quality Control Plan (QCP); G.

Laboratory for testing of Sediment Samples; G.

Project Schedule; G.

1.3 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to

produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice to proceed, the Contractor Quality Control Plan (QCP) proposed to implement the requirements of the Contract Clause titled "INSPECTION OF CONSTRUCTION." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 15 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite

fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract

file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil and dredging. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

		Experience Matrix	Qualifications
Area			
a.	Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 years related experience	
b.	Dredging	Experienced engineer or technician with 10 years of marine dredging experience	

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered, contact U.S. Army Corps of Engineers, Los Angeles District, Emmanuel Molina, at (213) 452-3384 for information.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the

sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Laboratory for Dredge Sediment Samples

The Contractor shall submit the name and qualifications of the Laboratory for testing of Sediment Samples, for acceptance by the Contracting Officer.

The Laboratory shall be accredited by AASHTO to conduct the specified test, and shall be actively enrolled in the AMRL Proficiency Sample Program.

3.7.2.2 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 529.

3.7.2.3 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$675.00 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date

by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control

phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.

- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.11 PROJECT SCHEDULE

Pursuant to the Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS (52.236-15), the Contractor shall prepare and submit to the Contracting Officer for approval three copies of a practicable Project Schedule showing the order in which he proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work. A progress report, showing the progress of the work in relation to the project schedule, shall be submitted to the Contracting

Officer not less than weekly. The project schedule shall be revised and resubmitted as needed, or whenever the actual progress is substantially different than the proposed schedule.

-- End of Section --

**CONSTRUCTION QUALITY CONTROL REPORT
(SAMPLE)**

CONTRACT NO. _____

HARBOR & PROJECT _____ CONTRACTOR _____

DATE _____ WEATHER _____ DREDGING CYCLE: _____

SEA CONDITION _____ SWELL/DIRECTION _____ TURBIDITY _____

PERIOD COVERED _____ DREDGE _____ MATERIAL _____

NO. & LOCATION OF DREDGE SAMPLES TAKEN: _____

QUANTITY CUT

This period total _____ Location _____

This period per pump hour _____ Cut No. _____ Sta. _____ To Sta. _____

To date total _____ Avg. Width _____ Depth before _____

Advance _____ Depth after _____

Avg. Bank _____

FILL PIPELINE

<u>LOCATION</u>	<u>QUANTITY TO DATE</u>	Floating _____	Total _____
_____	_____	Submerged _____	Avg. Total _____
_____	_____	Shore _____	_____

LABOR DREDGE INFORMATION

# of Crew Leverman _____	*Pump Speed (RPM) _____
Shift #1 _____	*Cutter RPM _____
Shift #2 _____	*Cutter type _____
Shift #3 _____	*Runner Diameter _____
	*Applicable to cutter suction/suction dredging only.

<u>DOWN TIME</u>	<u>TIME RESTART</u>	<u>REASONS</u>	<u>TIME</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	TOTAL	_____	_____

EQUIPMENT _____

DAILY SOUNDINGS

	<u>VERTICAL</u>	<u>HORIZONTAL</u>
Minimum	_____	_____
Maximum	_____	_____
Average	_____	_____

REMARKS _____

SUBMITTED BY: _____

SIGNED: _____

**HYDRAULIC
DAILY REPORT**

DREDGE _____
 WEATHER _____
 WIND _____
 SEA _____
 DREDGING CYCLE: _____

REPORT NO. _____
 CONTRACT NO. _____
 DATE _____
 TIDE GAGE # _____
 HORIZONTAL POS. _____

**WORK LOCATION SKETCH
(Include Dredge Advances, Stationing, & Channel Widths)**

ACTIVITY

Non-Effective Time (hours)	Today	To Date
1. Mob/demob		
2. New area move		
3. Traffic		
4. Weather		
5. Relocate Pipe		
6. Repair Pipe		
7. Handling Anchors		
8. Clearing Pump		
9. Clearing Pipe		
10. Clearing Cutter		
11. Clearing Suction Head		
12. Booster Offline		
13. Dredge Repair		
14. Survey Delay		
15. Other (see remarks)		
TOTALS		

Effective Time (hours)	Today	To Date	
1. Dredge/booster			
2. Other (see remarks)			
TOTALS			
Production	Unit	Today	To Date
1. Avg. cut width	ft.		
2. Avg. cut depth	ft.		
3. Advance	ft.		
4. Pipe Change	ft.		

REMARKS

**OPERATOR'S LOG FOR
Dredging/Booster (in line)**
DREDGING CYCLE: _____

ACTIVITY	TIME START	TIME STOP	DIFF.	ACTIVITY	TIME START	TIME STOP	DIFF.
TOTAL HOURS				TOTAL HOURS			

REMARKS

DREDGING CYCLE: _____

DATE: _____

Hopper Dredge Daily Record						Location					DREDGE		HOPPER CAPACITY		
LOAD NO.	CUT NO.	PUMPS		MINUTES		STATIONS FROM TO	TOTAL LENGTH OF LOAD	AT DUMP			DUMP LOCATION		SETTLED SOLIDS	YARDAGE METER READING	MATE:
		START	STOP	PUMP ING	TURN ING			ARRIV ED	LEFT	DEPTH	NORTHING	EASTING			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	REMARKS:

TOTALS															
AVERAGES															

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 57 20.00 10

ENVIRONMENTAL PROTECTION

04/06

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 DEFINITIONS
- 1.3 SUBMITTALS
- 1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS
 - 1.4.1 Protection of Features
 - 1.4.2 Permits
 - 1.4.3 Special Environmental Requirements
 - 1.4.4 Environmental Assessment of Contract Deviations
- 1.5 ENVIRONMENTAL PROTECTION PLAN
 - 1.5.1 List of Federal, State, and Local Laws and Regulations
 - 1.5.2 Spill Control Plan
 - 1.5.3 Recycling and Waste Minimization Plan
 - 1.5.4 Contaminant Prevention Plan
 - 1.5.5 Debris Management Plan
 - 1.5.6 Environmental Monitoring
 - 1.5.7 Environmental Training Program

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

- 3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS
 - 3.1.1 U.S. Department of Agriculture (USDA) Quarantined Considerations
 - 3.1.2 Disposal of Solid Wastes
 - 3.1.3 Disposal of Contractor Generated Hazardous Wastes
 - 3.1.4 Fuels and Lubricants
- 3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES
 - 3.2.1 Known Historic, Archaeological, and Cultural Resources
 - 3.2.2 Discovered Historic, Archaeological, and Cultural Resources
- 3.3 PROTECTION OF WATER RESOURCES
 - 3.3.1 Water Quality Monitoring Firm
 - 3.3.2 Water Quality Monitoring Work Plan
 - 3.3.3 Sampling Protocol
 - 3.3.3.1 Sampling Information
 - 3.3.3.2 Reports
 - 3.3.4 Mitigation Measures
 - 3.3.5 Turbidity Plume Reduction
 - 3.3.6 Floating Debris
 - 3.3.7 Other Discharge
- 3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES
 - 3.4.1 Marine Mammals
 - 3.4.2 Incidental Take of Wildlife
 - 3.4.3 DELETED

- 3.5 PROTECTION OF AIR RESOURCES
 - 3.5.1 Construction Activities
 - 3.5.2 Particulates
 - 3.5.3 Other Air Pollutants
 - 3.5.4 Air Quality Management District
 - 3.5.4.1 Resource Commitments
- 3.6 NOISE
- 3.7 INSPECTION REQUIREMENTS / FOLLOW-UP ACTIONS
- 3.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES
- 3.9 TRAINING OF CONTRACTOR PERSONNEL

-- End of Section Table of Contents --

SECTION 01 57 20.00 10

ENVIRONMENTAL PROTECTION

04/06

PART 1 GENERAL

1.1 REFERENCES

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

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

36 CFR 800.11	Properties Discovered During Implementation of an Undertaking
49 CFR 261	Identification and Listing of Hazardous Waste

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2003) Safety and Health Requirements Manual
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1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective.

Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G.

Water Quality Firm; G.

Water Quality Monitoring Work Plan; G.

SD-06 Test Reports

Weekly Water Quality Monitoring Reports

SD-11 Closeout Submittals

Water Quality Monitoring Final Report

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.4.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features indicated on the drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract.

1.4.2 Permits

This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES to the extent that the Government has already obtained environmental permits. The Contractor shall comply with all environmental commitments made by the Government and incorporated in this section. The Contractor is responsible for obtaining any necessary permits or licenses not previously obtained by the Government, including:

Air Quality - Permit to Operate. The Contractor is required to obtain or have in possession appropriate Permits to Operate from the California Air Resources Board (CARB) or the South Coast Air Quality Management District (SCAQMD) for all applicable equipment prior to commencement of work and to pay all associated fees.

1.4.3 Special Environmental Requirements

The Contractor shall comply with the special environmental requirements included within this section. These special environmental requirements are an outgrowth of environmental commitments made by the Government during the project development.

1.4.4 Environmental Assessment of Contract Deviations

The contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas,

alternate access routes, scheduling delays, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.5 ENVIRONMENTAL PROTECTION PLAN

Within 20 calendar days of Contract Award, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Contractor shall incorporate Government comments into the final Environmental Protection Plan within 5 days after receipt of comments from the Government.

Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met.

The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The Environmental Protection Plan shall be current and maintained on site by the Contractor, and shall include, but not be limited to, the following:

1.5.1 List of Federal, State, and Local Laws and Regulations

The Contractor shall provide as part of the Environmental Protection Plan, a list of all Federal, State, and local environmental laws and regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed construction operations and the requirements imposed by those laws, regulations and permits. Permits obtained by the Contractor shall be attached to, and specific conditions included in the Environmental Protection plan.

1.5.2 Spill Control Plan

The Contractor shall include as part of the Environmental Protection Plan a Spill Control Plan. The Spill Control Plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 395-1-1. This plan shall include as a minimum:

- a. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored for clean-up work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

- a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.
- b. The Contractor shall collect glass bottles, aluminum cans, and paper at the job site for recycling.

1.5.4 Contaminant Prevention Plan

As part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site, and intended actions to prevent introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

1.5.5 Debris Management Plan

As part of the Environmental Protection Plan, the Contractor shall prepare a Debris Management Plan identifying methods and locations for solid waste disposal. The Debris Management Plan shall include sources and expected types of debris, debris separation and retrieval methods, and debris disposal methods.

1.5.6 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations, and a description

of how this monitoring will be accomplished.

1.5.7 Environmental Training Program

The Environmental Protection Program shall describe the plan for training contractor and subcontractor personnel throughout the construction period on all environmental protection measures and procedures. Prior to initiating work, personnel shall be made aware of the ecological importance of surrounding habitat areas, the presence of federal and state-listed threatened and endangered species and other sensitive species (including snowy plovers, brown pelicans, and grunion), and the legal ramifications for harming endangered species and other items listed in paragraph 3.9.

TRAINING OF CONTRACTOR PERSONNEL.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.2 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste off Government property and dispose of in compliance with Federal, State, and local requirements.

The Contractor shall remove all trash and debris that results from disposal operations at Slip G and/or at the nearshore disposal site.

3.1.3 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 301, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements.

The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 30 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

3.1.4 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.2.1 Known Historic, Archaeological, and Cultural Resources

There are no known historic, archaeological, or cultural resources associated with this project.

3.2.2 Discovered Historic, Archaeological, and Cultural Resources

If during construction activities, items are observed that may have historic or archaeological value (e.g., anchors, shipwrecks, Native American artifacts, human remains or associated objects, etc.), such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to these resources until the requirements of 36 CFR 300.11, Discovery of Properties During Implementation of an Undertaking, are met. The Contractor shall prevent his employees from trespassing on, removing, or otherwise disturbing such resources.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. All dredging and disposal activities shall remain within the boundaries specified in the plans.

The Contractor shall perform discharge monitoring, inspections, and testing, reporting and record keeping as set forth below:

3.3.1 Water Quality Monitoring Firm

The Contractor shall submit the name and qualifications of the Water Quality Firm to be hired to conduct the water quality monitoring, for acceptance by the Contracting Officer. Work shall not proceed until the Corps has provided written approval of the selected firm.

3.3.2 Water Quality Monitoring Work Plan

The selected water quality monitoring firm shall prepare a detailed Water Quality Monitoring Work Plan for the project. The Work Plan shall contain all procedures required to conduct the water quality monitoring including, but not limited to: standard operating procedures; quality assurance/quality control; schedules; lists of personnel; instrument maintenance and calibration; record keeping; weekly and final report preparation requirements; water sample collection, handling, analysis (including detection limits), reporting requirements; and safety requirements. The Work Plan shall be submitted for review and approval

within 10 days of the Notice to Proceed.

3.3.3 Sampling Protocol

The following sampling protocol shall be undertaken during the dredging and disposal operations. Sampling for the receiving water monitoring shall commence at least one week prior to the start of the dredging and disposal operations and continue at least one week following the completion of all such operations. Sampling shall be conducted a minimum of once a week during dredging and/or disposal operations. Sampling shall be conducted down current of the dredge and/or disposal sites at least one hour after the start of operations. All receiving water monitoring data shall be obtained via grab samples or remote electronic detection equipment. Parameters measured by electronic detection equipment shall be sampled 2.0 meters below the water's surface, then at 2.0- meter interval to the bottom. Receiving water samples shall be taken at the following stations:

<u>Station</u>	<u>Description</u>
A.	30 meters up current of the dredging operations, safety permitting.
B.	30 meters down current of the dredging operations, safety permitting.
C.	100 meters down current of the dredging operations.
D.	Control site (area not affected by dredging operations).
E.	within 100 meters of the northern end of Slip G or 30 meters west of nearshore disposal site
F.	30 meters south of the Slip G disposal or 30 meters east of nearshore disposal site
G.	100 meters south of the Slip G disposal or 100 meters east of nearshore disposal site
H.	Control site 400 meters south of Slip G disposal or 300 meters east of nearshore disposal site

Control measurements (Stations D and H) will represent ambient conditions and shall be taken outside of visible turbidity plumes. Water depth of Station D shall be equivalent to Station C; water depth of Station H shall be equivalent to Station G.

<u>Parameters</u>	<u>Units</u>	<u>Station</u>	<u>Frequency</u>
Dissolved Oxygen	mg/l	A thru H	Weekly
Light Transmittance	% Transmittance	A thru H	Weekly
pH	pH units	A thru H	Weekly
Salinity	o/oo	A thru H	Weekly
Total Suspended Solids	mg/l	C & G	Monthly
DDT	ug/kg	C & G	Monthly
PCB	ug/kg	C & G	Monthly
Metals	mg/ml	C & G	Monthly

DDT will be reported for 4,4'-DDD, 4,4'-DDE, 4'4'-DDT, and total DDT.
 PCB will be reported for total PCB.
 Metals will include: antimony, arsenic, cadmium, chromium, copper, lead, mercury (reported in ug/kg), nickel, selenium, silver, and zinc.

Water column light transmittance values from stations C and D, and G and H shall be plotted on a graph with depth to be included in the monitoring report. Graphs will be plotted to allow direct comparison of Stations C and D on one graph and Stations G and H on a second graph.

3.3.3.1 Sampling Information

The Contractor shall ensure that the following observations are recorded during sampling and monitoring operations:

- a. Name of project (Los Angeles River Estuary Maintenance Dredging)
- b. Date, location, and time of sampling or measurements
- c. Name of individual performing sampling or measurements
- d. Direction of current and approximate speed
- e. Tidal stage
- f. General weather conditions and wind velocity
- g. Appearance of trash, floatable material, grease, oil slick or other objectionable material
- h. Discoloration and extent of visible turbidity plumes
- i. Any distinguishable odors
- j. Quantity of material dredged the previous day
- k. Cumulative total amount of material dredged to date
- l. Disposal site (i.e. Slip G or Nearshore Disposal)
- m. Name of individual performing analyses / date of analysis
- n. Analytical techniques and/or methods to be used to analyze and interpret data
- o. Results

The Contractor shall keep a copy of all test results, observations, calibration and maintenance records in a file at the job site available for inspection.

3.3.3.2 Reports

Progress Reports: The Contractor shall, upon the availability of test results or completion of weekly monitoring, submit that same day the Weekly Water Quality Monitoring Reports to the Contracting Officer Representative, as part of the Daily Report of Operations.

Final Report: The Contractor shall prepare and submit a Water Quality Monitoring Final Report to the Contracting Officer for approval. The final report shall consist of the originals and five (5) copies of the final report. All text and plates shall be xerographically reproducible.

3.3.4 Mitigation Measures

If light transmittance at 100 meters downcurrent of the dredge or disposal site is greater than 40% below the calculated daily average of background readings; or dissolved oxygen concentrations fall below 5.0 mg/l (unless background readings indicate low dissolved oxygen concentrations), the Contractor shall modify operations as necessary to reduce the turbidity. Reference paragraph: Turbidity Plume Reduction.

3.3.5 Turbidity Plume Reduction

If directed by the Contracting Officer, the Contractor shall immediately

modify operations as necessary to reduce turbidity or other water quality impacts. Modifications could include use of alternate equipment (i.e., closed, sealed, or smaller-sized buckets, in the case of clamshell dredging), avoidance of certain tidal conditions, stopping overflow of the disposal scow or hopper dredge, slowing operations, and temporarily stopping to allow turbidity to dissipate.

3.3.6 Floating Debris

During the performance of the work, the Contractor shall institute and enforce procedures to prevent spills and floating debris from fouling the local waters and beaches. Should these procedures fail, the Contractor shall promptly clean up all spills and debris. At the end of each work shift, loose materials on adjoining structures and debris in the water and on the beach shall be removed by the Contractor and disposed off site.

3.3.7 Other Discharge

Should the Contractor lose, dump, throw overboard, sink or misplace material, plant, machinery appliance, or cause pollution on the waters, the Contractor shall give immediate notice to the Contracting Officer and, if required shall boom, buoy or otherwise mark the location of the incident until the obstruction or pollution problem is removed. Should the Contractor refuse, neglect or delay compliance with these requirements, the necessary removal and cleanup may be deducted from the monies due or to become due to the Contractor.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife (endangered species and their habitat). Endangered species known to frequent the project area and their respective season include:

California least tern	15 April through 15 September each year
California grunion	15 March through 15 September each year
Western snowy plover	01 March through 30 September each year
California brown pelican	non-breeding individuals may occur year-round roosting on breakwater

3.4.1 Marine Mammals

Personnel shall not harass any marine mammals or waterfowl.

3.4.2 Incidental Take of Wildlife

The Contractor shall report any incidental take (dead or injured species) immediately to the Contracting Officer. The Contracting Officer shall consult with U.S. Fish and Wildlife Service immediately in the event of incidental take in the form of direct mortality through accidental death of a California least tern, western snowy plover, or California brown pelican.

Operations may be stopped if it is suspected that the impact of the taking causes an irreversible and adverse impact on the species.

3.4.3 DELETED

3.5 PROTECTION OF AIR RESOURCES

3.5.1 Construction Activities

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations, and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources.

3.5.2 Particulates

Airborne particulates, including dust particles, from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

3.5.3 Other Air Pollutants

Hydrocarbons and Carbon Monoxide - Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

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

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

3.5.4 Air Quality Management District

All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the South Coast Air Quality Management District (SCAQMD) permit requirements and all Federal emission and performance laws and standards. The Contractor shall obtain a Permit to Operate from the SCAQMD prior to commencement of work, pay all associated fees, and follow all permit requirements. Point of contact for SCAQMD is Gordon Mize, (909) 396-3302. The Contractor should schedule suitable time to acquire appropriate SCAQMD permits, waivers or credits.

Construction equipment shall be properly maintained to minimize release of diesel and hydrocarbons effluent. The Contractor shall follow all air quality standards.

3.5.4.1 Resource Commitments

Air Quality. The Contractor shall comply with SCAQMD ordinances. Listed below are applicable measures to comply with the SCAQMD ordinances.

- a. Maintaining equipment in tune as per manufacturer's specifications.
- b. Utilizing catalytic converters on any gasoline-powered equipment.
- c. Utilizing selective catalytic reduction (SCR) and ammonia injection on any tugs.
- d. Retarding engine timing by 2 degrees, where applicable.
- e. Installing high pressure fuel injectors.
- f. Using reformatted, low-emissions diesel fuel.
- g. Substituting gasoline-powered for diesel-powered equipment where feasible.
- h. Equipment will not be left idling for prolonged periods.
- i. Curtailing (ceasing or reducing) construction during periods of high ambient pollutant concentrations (e.g., State I smog alerts).
- j. Using equipment that is currently permitted within SCAQMD.

3.6 NOISE

a. The Contractor shall designate a disturbance coordinator responsible for responding to noise complaints. His/her name and telephone number shall be clearly posted at the construction site. It is the responsibility of the disturbance coordinator to respond to complaints, determine the cause, and implement measures to mitigate the impact. The disturbance coordinator shall notify the Contracting Officer of any complaints, and action taken.

The disturbance coordinator shall maintain a log of complaints with the following information:

- * Name of caller
- * Phone # and address of caller and date and time of call
- * Caller's complaint, and the response to the caller

b. All internal combustion powered equipment shall be equipped with properly operating mufflers and kept in a proper state of tune to alleviate back-fires. Engines, if exposed, shall be fitted with protective shrouds to reduce motor noise. All portable and support equipment shall be located as far as possible from any sensitive areas.

c. Construction equipment shall be properly maintained and scheduled in order to minimize unsafe and nuisance noise effects to sensitive biological resources, residential areas, and the socio-economic environment. Sensitive receptors, such as schools and hospitals, shall be

avoided whenever possible.

3.7 INSPECTION REQUIREMENTS / FOLLOW-UP ACTIONS

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

The Contractor shall promptly inform the Contracting Officer of Environmental Protection Plan non-compliance activities and proposed actions to be taken to correct such activities.

3.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES

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

3.9 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly.

The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of endangered species and archaeological sites and artifacts.

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 20 10

MOBILIZATION AND DEMOBILIZATION

02/99

PART 1 GENERAL

1.1 SUBMITTALS

1.2 MOBILIZATION AND DEMOBILIZATION

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section Table of Contents --

SECTION 35 20 10

MOBILIZATION AND DEMOBILIZATION
02/99

PART 1 GENERAL

1.1 SUBMITTALS

None

1.2 MOBILIZATION AND DEMOBILIZATION

Mobilization and Demobilization shall include transporting the dredge and all items of attendant plant to the site of the work, setting up the dredge and other equipment, and laying of pipelines and otherwise placing the entire plant in condition for effective dredging. Upon completion of the dredging project, the Contractor's attendant plant and equipment shall be removed from the site.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 20 20

DREDGING

07/07

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 SUBMITTALS
- 1.3 REQUIRED WORK
- 1.4 AVOIDANCE OF EXISTING CONSTRUCTION
 - 1.4.1 Submarine Cable Utilities
 - 1.4.2 Existing Breakwaters, Bridge Piers and Revetments
- 1.5 CHARACTER OF MATERIALS

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

- 3.1 DREDGING AND DISPOSAL LIMITATIONS
- 3.2 DREDGE AND DISPOSAL PLAN
- 3.3 DISPOSAL OF DREDGED MATERIAL
 - 3.3.1 General
 - 3.3.2 Slip G Disposal / Restrictions
 - 3.3.3 Nearshore Disposal
 - 3.3.4 LA-2 OCEAN DISPOSAL
- 3.4 ELECTRONIC POSITIONING SYSTEM FOR NEARSHORE DISPOSAL
 - 3.4.1 EPS/DGPS Configuration
 - 3.4.2 Shore-Based Control
 - 3.4.3 Disposal Vessel Location
 - 3.4.4 Calibration
 - 3.4.5 Backup Equipment
- 3.5 ADDITIONAL MONITORING
 - 3.5.1 Barges and Scows
- 3.6 DREDGE QUANTITIES
- 3.7 OVERDEPTH AND SIDE SLOPES
 - 3.7.1 Overdepth
 - 3.7.2 Side Slopes
 - 3.7.3 Excessive Dredging
 - 3.7.4 Advance Maintenance Depth
- 3.8 SEDIMENT SAMPLING AND ANALYSIS
 - 3.8.1 Sampling
 - 3.8.2 Sediment Analysis
- 3.9 CONTRACTOR'S SURVEYS
 - 3.9.1 Survey Data
 - 3.9.2 Sounding Data Standards
 - 3.9.3 Positioning System
 - 3.9.4 Survey Firm Acceptance
 - 3.9.5 Data Processing
- 3.10 PRE-DREDGE AND FINAL SURVEYS
- 3.11 CONTRACTOR'S SURVEYS OF SLIP G
- 3.12 SHOALING

- 3.13 REPORTING REQUIREMENT
- 3.14 FINAL EXAMINATION AND ACCEPTANCE

-- End of Section Table of Contents --

SECTION 35 20 20

DREDGING
07/07

PART 1 GENERAL

1.1 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 1110-1-1003 (July 2003) Navstar Global Positioning System Surveying

EM 1110-2-1002 (January 2002) Hydrographic Surveying

ASTM INTERNATIONAL (ASTM)

ASTM D 422 Test Methods for Particle-Size Analysis

ASTM D 1140 Test Methods for Amount of Material in Soils Finer than No. 200 Sieve

ASTM D 2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

ASTM D 4318 Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index for Soils

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Dredge and Disposal Plan;G

Scow Certification Checklist Form;G

Hydrographic Surveyor;G

SD-03 Product Data

Slip G Disposal Records

Slip G survey products

Nearshore Disposal Records

LA-2 Disposal Records

LA-2 Ocean Disposal Records - Monthly Reports

LA-2 Ocean Disposal Completion Letter

SD-04 Samples

Sediment Samples

SD-06 Test Reports

Daily Report of Operations

Sediment Analysis Data Summary

1.3 REQUIRED WORK

In the area to be dredged, all materials shall be removed and disposed of as indicated.

- * Sand Trap material to the Nearshore Disposal Area.
- * Area 1 material to Slip G at the Port of Long Beach
- * Areas 2, 3 and 4 material to LA-2 (deep ocean disposal).
- * 12,000 cubic meters from either Area 2 or Sand Trap-A to be placed as cover at Slip G.

Should material which cannot be removed without unreasonable methods be encountered, the Contractor shall remove all overlying material which in the judgment of the Contracting Officer Representative can be removed. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed upon and approved in accordance with the CONTRACT CLAUSE: DIFFERING SITE CONDITIONS. The dredging area shall be dredged to the indicated depths below mean lower low water (MLLW). Debris shall become the property of the Contractor and shall be removed from the site.

1.4 AVOIDANCE OF EXISTING CONSTRUCTION

Reference is made to the clause of contract entitled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS," which obligates the contractor to protect from damage all existing improvements known to exist at, near, or adjacent to the site of the work. The following existing structures shall be protected:

1.4.1 Submarine Cable Utilities

a. Southern California Edison (SCE) Submarine Cable. Use extreme caution when dredging near the SCE 69 KV pipe cable. There are 2 cables, side by side, housed in a 6 inch O.D. steel pipe filled with oil. The outside of the steel pipe is covered with a Somastic coating to prevent corrosion. Extreme care shall be taken to avoid any damage to this exterior coating. The approximate location and elevation of the pipe cable is indicated on the plans. If the Contractor decides to resurvey the pipe cable, SCE must be notified prior to the start of the survey.

The Contractor shall be responsible for any damage caused by his operations and shall notify SCE of any damages. SCE will make the repairs, and the Contractor shall be responsible for any cost incurred by SCE. The Government will not be responsible for any cost. The Contractor shall

notify SCE, at least ten (10) days prior to commencing dredging. P.O.C. is Mr. Frank Allen, Transmission Section, (310) 608-5130.

b. THUMS Long Beach (TLB) Company Submarine Service Lines. Use extreme caution when conducting operations near the TLB Company Submarine Service Lines to avoid any damage. The Contractor shall be responsible for any damage caused by his operations and shall repair all such damage at no cost to the Government or to TLB Company. The Contractor shall notify the TLB Company at least ten (10) days prior to commencing any work that could possibly impact the TLB Company Submarine Service Lines. P.O.C. is Mr. Steve Pitkin, (562) 624-3441.

c. Pacific Energy - San Pedro Bay Pipeline. Use extreme caution when conducting any operations in the vicinity of the San Pedro Bay Pipeline. The Contractor shall be responsible for any damage caused by his operations and shall repair all such damage at no cost to the Government or to Pacific Energy. The Contractor shall notify Pacific Energy at least ten (10) days prior to commencing any work that could possibly impact the San Pedro Bay Pipeline. P.O.C. is Mr. Bob Pyle at (562) 628-1540.

1.4.2 Existing Breakwaters, Bridge Piers and Revetments

The Contractor shall conduct dredging operations in such a manner as to prevent undermining of the breakwaters, bridge piers and revetments. Excessive or unnecessary dredging may result in an unstable condition at the toe of the structures. The Contractor will be required to strictly adhere to the indicated dredging template when working near any structures, and shall be responsible for repairing any damage which may result from failure to comply with the requirements of these specifications.

1.5 CHARACTER OF MATERIALS

The Los Angeles River drains a large urban area of Los Angeles, and as such, carries various types of materials. The materials to be removed will consist of, but not be limited to: fine to coarse sand, silty sand, silt, sandy silt, clay, gravels, and the following types of debris which were encountered in previous dredging jobs: tires, plastic sheeting, tarps, metal straps, plastic bags containing household waste, sleeping bags, shopping carts, bowling balls, footballs, cans, bottles, tree stumps and branches, lumber and other debris.

A vibratory coring investigation was conducted in February 2005. Geotechnical logs from the investigation are included at the end of this section and the locations are provided on the plans.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DREDGING AND DISPOSAL LIMITATIONS

In order to comply with logistical commitments, the following dredge and disposal limits shall be adhered to:

- a. Dredge and disposal methods and sequencing shall be incorporated to prevent "running" of material into the future proposed rock dike footprint at Slip G.
- b. A berm shall be constructed at Slip G using Area 1 material per the drawings.
- c. 12,000 cubic meters of Area 2 and/or Sand Trap material shall be placed as a cover over the Area 1 material placed at Slip G.
- d. The Contractor shall dredge the boundary between Area 2 and Area 1 from the Area 2 side of the boundary. See profile on sheet 12 of drawings.
- e. At the end of Slip G disposal operations, the site shall be graded so that the controlling depth is no shallower than -14.6 meters (-48 ft) MLLW. The Contractor shall level any shoals at his own expense.

3.2 DREDGE AND DISPOSAL PLAN

The Contractor shall submit a Dredge and Disposal Plan indicating the methods and equipment he proposes to use to dredge, position and dispose, reposition, and maintain the disposal areas during construction operations, and achieve final design elevation of Slip G and the Nearshore disposal site. The plan shall be submitted to the Contracting Officer for approval within ten (10) days of Notice of Award and shall also include, as a minimum, the following information:

- a. Method of dredging and disposal, and name of dredge.
- b. Order of dredging operations and layout of dredging and disposal areas, and anticipated time progress of dredging on a weekly basis.
- c. Layout of all buoys, anchors, pipelines, and ancillary equipment.
- d. Method and equipment for transporting and placing material at the disposal sites.
- e. Plan for monitoring placement of material at Slip G, and methods used to ensure disposal site design requirement are met.
- f. Identify parameters and methods to be used that if exceeded, will result in Slip G disposal operations to be modified.
- g. Plan view of proposed disposal grid for Slip G and Nearshore Disposal site.
- h. Scow dimensions, capacities, and names of scows.
- i. Description of how volume of material per scow load will be determined.

- j. A copy of the Daily Report Form to be used for dredging and disposal operations.
- k. Lighting plan for night work.
- l. Layout of dredge, including: dimensions; location of engines, fuel storage, electrical/transformer rooms; description of engine types and horsepower ratings, types and size of generating equipment, fuel storage capacity, and vertical clearance. A copy of this information shall be provided to the local fire fighting agency.
- m. Plan for dragging / leveling operations, as may be required to achieve final design parameters at Slip G and at the Nearshore Disposal area.

3.3 DISPOSAL OF DREDGED MATERIAL

3.3.1 General

Dredged material shall be transported and deposited within the disposal limits of the areas indicated on the drawings and as specified herein after. Any dredged material that is deposited other than in the area indicated on the drawings, or as approved by the Contracting Officer, will not be included in the measurement for payment, and the Contractor may be required to remove such misplaced material and deposit it where directed at his own expense. Trash and debris encountered shall become the property of the Contractor and shall be removed from the site.

3.3.2 Slip G Disposal / Restrictions

a. Slip G is an active slip managed by International Transportation Service (ITS). The Contractor's disposal operations shall be coordinated so as not to interfere with ship movements at Slip G.

* Disposal operations shall not take place while ship or tugboat operations are in progress within any portion of the Pier G Slip.

* Disposal operations shall not take place whenever there are ships berthed on both sides (east and west sides) of Slip G.

A typical 3-week Slip G Vessel Berthing schedule is provided at the end of this section. The schedule is color-coded, with East berths in Red, and West berths in Green.

b. Area 1 material is considered unsuitable for open ocean disposal. This material shall be placed in the northern portion of the Port of Long Beach Slip G per the drawings. (This part of Slip G is scheduled to become a landfill in late 2008.)

c. In addition to the Area 1 unsuitable material to be placed into Slip G, approximately 12,000 cubic meters of material from either the Sand Trap and /or Area 2 shall be placed into Slip G as cover material.

d. The Slip G disposal area, as shown on the drawings, has a fill capacity of approximately 70,000 cubic meters to a design elevation of -14.6 meters, MLLW. This is assuming no bulking and no consolidation. The Contractor shall not place more than 70,000 cubic meters of material into Slip G. The 12,000 cubic meters of cover material is a subset of this 70,000 cubic

meters.

e. The Contractor shall maintain a minimum depth of -13.7 meters (-45 ft) MLLW in Slip G during disposal operations. The Contractor shall monitor the Slip G bathymetry and shall adjust scow disposals to maintain a controlling depth no shallower than -13.7 meters MLLW. See paragraph 3.11 CONTRACTOR'S SURVEYS OF SLIP G.

f. At the end of Slip G disposal operations, the controlling depth of the fill site shall be returned to -14.6 meters (-48 ft). Upon disposal of the final scow at Slip G, the Contractor shall conduct a post disposal survey. The contractor shall then set to restore any shallow areas to a controlling depth of -14.6 meters.

At the approval of the Contracting Officer's Representative, the Contractor may use a drag beam to grade the Slip G disposal area surface.

g. Slip G Disposal Records: The Contractor shall record disposal locations on a grid map of the Slip G site. An updated chart of number of disposals per grid shall be provided to the Contracting Officer's Representative on a daily basis. A spreadsheet shall also be submitted to the Contracting Officer's Representative listing:

- * disposal number;
- * date;
- * time at commencement and completion of disposal, recorded to the nearest minute;
- * disposal area (grid number);
- * easting and northing of disposal at commencement and completion;
- * bearing of scow during disposal;
- * depth of water in which disposal is made (meters);
- * quantity of disposal (cubic meters);
- * cumulative quantity;
- * area from which the load was dredged (i.e. Area 1).

<u>Dump#</u>	<u>Date</u>	<u>Time</u>	<u>Disposal</u>				<u>Cumulative Dredged</u>		<u>Area (Sta)</u>
			<u>Area</u>	<u>Easting</u>	<u>Northing</u>	<u>bearing</u>	<u>Depth Qty</u>	<u>Qty</u>	

The spreadsheet shall be produced in Microsoft Excel and e-mailed to the Contracting Officer's Representative daily during Slip G disposal operations, with Cc: joseph.a.ryan@usace.army.mil. The heading of the spreadsheet shall include the following:

Slip G Disposal
Los Angeles River Estuary Dredging

The scows that comprise the 12,000 cubic meters of cover material shall be identified on the spreadsheet. And the following information shall be included for these scows:

- * Loaded Scow Fore Draft
- * Loaded Scow Aft Draft
- * Loaded Average Draft

h. Dredge and Disposal Plan Modifications: The approved Dredge and Disposal Plan shall be re-evaluated and modified based on the results of monitoring surveys conducted by the Contractor as described in Paragraph CONTRACTOR'S SURVEYS of SLIP G.

3.3.3 Nearshore Disposal

a. Sand Trap material shall be placed in the designated nearshore disposal area. The dredge material shall be deposited in such a manner so as to create a berm approximately parallel to the shoreline. The mound shall be located between the -5.0 and -8.0 meter MLLW contours. Disposal in the nearshore disposal area shall advance only when operational technique, under keel clearance or equipment considerations will permit safe operations.

b. Nearshore Disposal Records: For nearshore disposal, the Contractor shall record disposal information. A spreadsheet shall be submitted to the Contracting Officer's Representative listing:

- * disposal number;
- * date;
- * time at commencement and completion of disposal, recorded to the nearest minute;
- * disposal area (i.e. grid #);
- * easting and northing of disposal;
- * quantity of disposal (cubic meters);
- * cumulative quantity;
- * area from which the load was dredged (i.e. Sand Trap).

<u>Dump#</u>	<u>Date</u>	<u>Time</u>	<u>Disposal</u>			<u>Cumulative Qty</u>	<u>Area Dredged (Station)</u>
			<u>Area</u>	<u>Easting</u>	<u>Northing</u>		

The spreadsheet shall be produced in Microsoft Excel and e-mailed to the Contracting Officer's Representative daily during Nearshore Disposal operations, with Cc:joseph.a.ryan@usace.army.mil.

The heading of the spreadsheet shall include the following:

Nearshore Disposal
Los Angeles River Estuary Dredging

3.3.4 LA-2 OCEAN DISPOSAL

Dredge material from Areas 2, 3 and 4 shall be placed at the LA-2 Ocean Disposal site.

The Contractor shall comply with the following conditions for disposal of materials at LA-2:

- a. LA-2 Disposal Site boundary is defined as a circle whose center coordinates are as listed on the plans.
- b. Dredged material shall not be leaked or spilled from disposal vessels during transit to LA-2. Transportation of dredged material to LA-2 shall only be allowed when weather and sea state conditions will not interfere with safe transportation and will not create risk of spillage, leak or other loss of dredged material in transit. No disposal vessel trips shall be initiated when the National Weather Service has issued a gale warning for local waters during the time period necessary to complete dumping operations.
- c. The Contractor shall discharge the materials within the boundaries of the LA-2 Surface Disposal Zone (SDZ). The LA-2 SDZ is the circle whose center and radius is described on the plans. When dredged

material is discharged at LA-2 site, no portion of the vessel from which the materials are to be released (e.g. hopper dredge or towed barge or scow) may be outside the SDZ.

d. No more than one disposal vessel may be present within the LA-2 Surface Disposal Zone at any time.

e. The Contractor shall obtain, operate, and maintain a primary disposal tracking system for recording ocean disposal operations data that is disposal vessel (e.g., scow) based. An appropriate Global Positioning System (GPS) shall be used to indicate the position of the disposal vessel with a minimum accuracy of 3.5 meters during all transportation and disposal operations. This primary disposal tracking system shall indicate and automatically record both the position and the draft of the disposal vessel at a maximum 1-minute interval while outside the LA-2 Disposal Site boundary, and at a maximum 15-second interval while inside the LA-2 Disposal Site boundary. This primary system shall also indicate and record the time and location of each disposal event (e.g., the discharge phase). Finally, the primary system shall include a real-time display, in the wheelhouse or otherwise for the helmsman, of the position of the disposal vessel relative to the boundaries of the LA-2 Disposal Site and its SDZ, superimposed on the appropriate NOS chart, so that the operator can confirm proper position within the SDZ before discharging the dredged material.

f. The Contractor shall hire an Independent third party contractor to record the data from the primary disposal tracking system, to provide the quality assurance of the data, and to post the data to a World Wide Web (Internet) site on a near-real time basis. The Internet site shall be made accessible to, but not limited to: EPA Region 9; the Contracting Officer; and the Contractor. The Internet site shall be searchable by disposal trip number and date, and at a minimum for each disposal trip it shall provide a visual display of: the disposal vessel transit route to LA-2; the beginning and ending locations of the disposal event; and the disposal vessel draft throughout the transit. The requirement for posting this information on the Web is independent from the hard-copy reporting requirements listed in Special Condition paragraph j. The third-party system shall also generate and distribute "e-mail alerts" regarding any degree of apparent dumping outside the SDZ of LA-2, and regarding any apparent substantial leakage/spillage or other loss of material en route to LA-2. Substantial leakage/spillage or other loss shall be defined as an apparent loss of draft of 0.31 meter or more between the time that the disposal vessel begins the trip to LA-2 and the time of actual disposal. E-mail alerts for any disposal trip shall be sent within 24 hours of the end of that trip, at a minimum to: EPA Region 9; the Contracting Officer; and the Contractor.

g. If the primary disposal tracking system fails during transit, the navigation system on the towing vessel (tug, if any), meeting the minimum accuracy requirement listed above, may be used to complete the disposal trip by maneuvering the towing vessel so that, given the compass heading and tow cable length to the scow ("lay back"), the estimated scow position would be within the SDZ. In such cases the towing vessel's position, and the tow cable length and compass heading to the disposal vessel, shall be recorded and reported. Further disposal operations using a disposal vessel whose navigation tracking system fails shall cease until those primary disposal tracking

capabilities are restored.

h. The Contractor shall submit a Scow Certification Checklist Form for approval by EPA and the Contracting Officer prior to commencement of any ocean disposal operations. The Scow Certification Checklist shall be filled out and signed by the Contractor within one hour of departure time, for each disposal trip. In addition to the project name and contract number, the Scow Certification Checklist shall document:

1. Ocean Disposal Trip Number
2. Departure Date to LA-2
3. Departure Time to LA-2
4. Departure Location
5. Scow Name
6. Scow Bin Capacity
7. Tug Name
8. Tug Captain's Name
9. Dredged Material Source
10. Bin Cubic Meters (and Cubic Yards) Hauled
11. Loaded Scow Fore Draft Avg./Aft Draft Avg.
12. Loaded Average Draft
13. A-B line (not to be exceeded)
14. Bin Freeboard of Material and/or water surface
15. NWS Coastal Marine Forecast (wind and swell in formation to 60 nm, note reporting area and appropriate forecast period)
16. Scow Tracking System Functioning?
17. Helmsman Display Functioning on Tug?
18. GPS Functioning on Tug?
19. The decision to proceed to the ocean disposal site, based upon all available data including that recorded on this form, is also subject to the professional judgment of the tug captain as to the safety of the crew and vessel. Include signatures by the Contractor and Tug Captain.
20. Dump Information: Date/Time of Dump, Barge latitude and longitude, Tug latitude and longitude.

i. The Contractor shall report any anticipated, potential, or actual variances from compliance with these Ocean Disposal Conditions, and any additional project-specific Special Conditions, to EPA Region 9 and the Contracting Officer within 24 hours of discovering such a situation. An operational "e-mail alert" system, as described in Special Condition paragraph f, will be considered as fulfilling this 24-hour notification requirement. In addition, the Contractor shall prepare and submit a detailed report of any such compliance problems with the monthly hard-copy reports described in Special Condition paragraph j.

j. The Contractor shall collect, for each ocean disposal trip, both automatically-recorded electronic data and printouts from the primary disposal tracking system showing transit routes, disposal vessel draft readings, disposal coordinates, and the time and position of the disposal vessel when dumping was commenced and completed. These LA-2 Ocean Disposal Daily Records shall be compiled, and provided in reports to both EPA Region 9 and the Contracting Officer at a minimum for each month during which ocean disposal operations occur. These LA-2 Ocean Disposal Records - Monthly Reports shall include the automatically-recorded electronic navigation tracking and disposal vessel draft data on CD ROM (or other media approved by EPA and the Contracting Officer), as well as hard copy reproductions of the Scow Certification Checklists and printouts listed above. The reports shall also include a cover letter describing any problems complying with

these Ocean Disposal Special Conditions, the cause(s) of the problems, any steps taken to rectify the problems, and whether the problems occurred on subsequent disposal trips.

k. Following the completion of ocean disposal operations, the permittee shall submit to EPA Region 9 and the Contracting Officer a LA-2 Ocean Disposal Completion Letter summarizing the total number of disposal trips and the overall (in situ) volume of material disposed at LA-2 for the project, and whether any of this dredged material was excavated from outside the areas authorized for ocean disposal.

1. LA-2 Disposal Records: For LA-2 disposal, the Contractor shall record disposal information. A spreadsheet shall be submitted to the Contracting Officer's Representative listing:

- * disposal number;
- * date;
- * time at commencement and completion of disposal, recorded to the nearest minute;
- * disposal area (i.e. LA-2);
- * easting and northing of disposal;
- * quantity of disposal (cubic meters);
- * cumulative quantity;
- * area from which the load was dredged (i.e. Area 2).

<u>Dump#</u>	<u>Date</u>	<u>Time</u>	<u>Disposal Area</u>	<u>Easting</u>	<u>Northing</u>	<u>Cumulative Qty</u>	<u>Area Dredged (Station)</u>
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The spreadsheet shall be produced in Microsoft Excel and e-mailed to the Contracting Officer's Representative daily during LA-2 disposal operations, with Cc:joseph.a.ryan@usace.army.mil.

The heading of the spreadsheet shall include the following:

LA-2 Ocean Disposal
Los Angeles River Estuary Dredging

3.4 ELECTRONIC POSITIONING SYSTEM FOR NEARSHORE DISPOSAL

The Contractor shall obtain, operate, and maintain a short range Electronic Positioning System (EPS) or Differential Global Positioning System (DGPS) for nearshore disposal operations. This EPS or DGPS shall be established, operated, and maintained by the Contractor when disposal is actively underway. The EPS or DGPS shall be capable of displaying and recording the disposal vessel's location in the State Plane Coordinates System based on the California Lambert Conformal Projection System for Zone 6 (SPCS 83 Meters) at 30 second time intervals while traveling to or from the disposal site and during disposal operations. The EPS or DGPS shall be activated at least 1,000 meters from the disposal site when transiting, and shall not be deactivated until at least 1,000 meters from the site on the return trip. Positional data shall be annotated for the time when actual dumping begins and ends and may be required to be taken at more frequent intervals than specified herein above. A record of each dump's positional data, automatically correlated with time, and annotated with date and eccentric distance measurement, if any, shall be submitted to the Contracting Officer as a part of the Daily Quality Control record. The Contractor shall provide access for the Contracting Officer to the EPS or DGPS equipment as part of the Government's quality assurance responsibility.

3.4.1 EPS/DGPS Configuration

The EPS or DGPS shall be similar, or equal, in design, performance, accuracy, operation characteristics, and frequency to equipment specified in the following technical materials:

- EM 1110-1-1003 Navstar Global Positioning System Surveying
- EM 1110-2-1003 Hydrographic Surveying

It is emphasized that Differential GPS positioning techniques shall be used for GPS surveying and further emphasized that an EPS system with a low and medium frequency (long-range navigation system) will not comply with the above specifications. The complete system shall be subject to the approval of the Contracting Officer.

3.4.2 Shore-Based Control

The Contractor shall establish horizontal control necessary to locate active and/or passive short range EPS or DGPS transmitter/receiver devices.

Survey control shall meet 3rd Order, Class I accuracy standards in accordance with EM 1110-2-1003 "Hydrographic Surveying". The Contractor shall obtain all necessary permits, rights-of-entry, or leases required to operate and maintain shore-based electronic equipment on public/private property. The actual number of shore-based control points shall be determined by the Contractor and shall be determined by the operating characteristics of the approved system (i.e., circular). As a minimum, the EPS shall provide at least three redundant lines-of-position from the shore-based network, and for DGPS, ranges from 4 (minimum) or more satellites will be needed for 3-dimensional positioning. The shore-based control points shall be located such that the generated lines-of-position shall intersect at the final vessel location at not less than 40 degrees.

3.4.3 Disposal Vessel Location

Except as specified herein after, electronic positioning data shall be received, displayed, and recorded on board the disposal vessel. Positional data may be received, displayed, and recorded on a towing or other adjacent vessel provided the eccentric distance between the vessels is less than 30 meters and that the eccentric distance and bearings remain essentially constant for each successive disposal operation. Eccentric distance measurements shall be computed by means of an electronic data transmitter/telemetry system. Gyro-radar distance/bearing measurements will not be permitted for eccentric distance measurements. Eccentric coordinates, if any, shall be clearly identified and computed on the hard copy positional record required under paragraph: Electronic Positioning System.

3.4.4 Calibration

Calibration techniques and calibration requirements (checklist) for DGPS shall conform to standard hydrographic surveying practice in accordance with EM 1110-2-1003, "Hydrographic Surveying". The Contractor shall be responsible for maintaining effective, accurate, and reliable EPS calibration, including periodic survey checks throughout the duration of the contract. Calibration records shall be submitted as part of the daily Quality Control records. Degradation in offshore positional accuracy during the course of this contract may cause a suspension of disposal operations.

3.4.5 Backup Equipment

The Contractor shall provide and maintain the following backup equipment:

For EPS System:

- One shore control transmitter/receiving device.
- One line printer and/or plotter.
- One offshore guidance controller.
- One power supply.
- Spare parts kit for the receiver.

For GPS System:

- One Complete Differential GPS (DGPS) equipment and accessories.

In the event of a failure of the EPS or DGPS, the Contractor shall immediately notify the Contracting Officer.

3.5 ADDITIONAL MONITORING

3.5.1 Barges and Scows

The Contractor shall provide a record of the measurements of the draft of the hull and freeboard of bins of each barge or scow when empty and prior to disposal operations. Measurement for displacement shall be taken at each corner, on the outside of the barge or scow, immediately before the start of a disposal operation. These records shall be submitted to the Contracting Officer daily with the Quality Control Reports.

3.6 DREDGE QUANTITIES

Quantity of material available within the dredge prism as of the condition survey of June 2007 is shown in the following table. The estimated quantity specified in the Bid Schedule is based upon a combination of available dredge quantities and available funding.

<u>Area</u>	<u>Design Depth (meters)</u>	<u>Stationing</u>	<u>Volume (Cubic Meters)</u>	<u>Overdepth (Cubic Meters)</u>
Sand Trap / A	-6.1	0+000 to 0+030	40,000	2,500
Sand Trap / B	-6.1	0+030 to 0+140	70,000	8,500
Area 1	-5.5	10+000-10+214	40,000	7,000
Area 2	-5.5	10+214-10+320	45,000	5,000
Area 3A	-4.5	10+320-10+700	14,700	8,700
Area 3B	-4.5	10+320-10+700	36,600	8,800
Area 4	-4.5	10+700-11+200	26,000	15,500

(The Los Angeles River Estuary was last dredged in 2001 when the Sand Trap was dredged. In 1999, Areas 1, 2 and part of 3 were dredged. In April 2005, some sidecasting of material was performed in Areas 1 and 2.)

3.7 OVERDEPTH AND SIDE SLOPES

3.7.1 Overdepth

To cover inaccuracies of the dredging process, a 0.6 meter allowable overdepth applies to this contract. Material dredged from below the allowable overdepth will not be estimated and will not be included in the measurement of work.

3.7.2 Side Slopes

Material actually removed within limits approved by the Contracting Officer, shall provide for final side slopes not flatter than those indicated on the drawings and will be estimated and paid for. The Contractor may dredge material in original position or may dredge below the pay slope plane at the bottom of the slope to allow for sloughing of upslope material capable of falling into the cut (box dredge). However, material removed below any pay slope plane will not be estimated for payment. In computing the limiting amount of side slope dredging, the overdepth indicated on the drawings, measured vertically, will be used. The quantity of material to be paid for shall not be in excess of that originally lying above this limiting slope. Side slopes are given for pay purposes only and are not necessarily the angle of repose of the soil. Sloughing side slopes shall not be the basis for claims against the Government. End slopes, where indicated on the drawings, shall be treated in the same manner as side slopes.

Box cutting of side slopes will not be allowed near structures.

3.7.3 Excessive Dredging

Material taken from beyond the allowable overdepth limits may be deducted from the total amount dredged as excessive overdepth dredging, or excessive side-slopes dredging. Materials dredged from below the depth limit which result in extra costs shall be the responsibility of the Contractor. Nothing here shall be construed to prevent the inclusion in the measurement of material dredged for the removal of shoals performed in accordance with the applicable provisions of the paragraphs: FINAL EXAMINATION AND ACCEPTANCE or SHOALING.

3.7.4 Advance Maintenance Depth

There is no overdepth limit indicated for the Sand Trap advanced maintenance areas. Any material removed from below the indicated advanced maintenance depth will not be included in the measurement of work accomplished. Due to inaccuracies of the dredging process, the Contractor is only required to remove material to within 0.6 meter above the advance maintenance dredge depth. However, any material removed to the advance maintenance dredge depth will be included in the measurement of work accomplished.

3.8 SEDIMENT SAMPLING AND ANALYSIS

The Contractor shall obtain sediment samples and conduct sediment size analysis on same.

3.8.1 Sampling

a. The Contractor shall obtain representative Sediment Samples as material

is placed into the scow. The location and depth of each sample shall be as directed by the Contracting Officer. The number of required samples shall be as follows:

<u>Area</u>	<u>Number of Samples Required</u>	
	Above Elev. -4.0m	Below Elev. -4.0m (MLLW)
Sand Trap	2	2
Area 1	2	2
Area 2	2	2
Area 3	1	1
Area 4	-	1

b. The samples shall be taken at evenly spaced intervals of time and volume as each of the areas is dredged. Each sample (water extracted) shall be not less than one (1) liter and shall be obtained in clear plastic bottles. The quantity of sample shall be sufficient to conduct the required tests. The sample bottles shall be labeled in indelible ink with the sample number, date sampled, and name of person obtaining sample. Sample bottle lids shall be securely fastened to prevent spillage or leakage during shipment. Sample bottles shall be placed in a suitable shipping container with adequate cushioning to prevent breakage during shipment. The samples shall be delivered to the approved testing laboratory.

c. A Dredge Sample Data Form with the description of the dredge cut location by coordinates and stationing, dredge cut elevation, placement location and description of where sample was taken, date, time, sample number, and the name of the person who collected the sample shall accompany each sample. The sample form shall be placed in a waterproof sealed plastic bag for protection during shipment. A copy of a sample form is provided at the end of this section.

d. A copy of the sample form shall be submitted to the Contracting Officer's Representative along with the transmittal form. A copy of the sample form shall also be faxed to Joe Ryan at (213) 452-4248 or e-mailed to him at joseph.a.ryan@usace.army.mil.

e. The Contractor shall notify the Contracting Officer's Representative 48 hours in advance of sample collection.

3.8.2 Sediment Analysis

a. The Contractor shall conduct particle size analyses on each dredge sample. The test shall be conducted in accordance with ASTM D 422 and ASTM D 1140. The nest of sieves shall include: 3 in, 1.5 in, ¾ in, 3/8 in, and sieve numbers 4, 7, 10, 14, 18, 25, 35, 45, 60, 80, 120, 170, 200, 230. Atterberg limits (ASTM D 4318) shall be conducted for each sample in which the percent passing the number 200 sieve equals or exceeds 15 percent. Each sample shall be classified in accordance with ASTM D 2487.

b. In addition to the minimum reporting requirements of the respective standards, the contractor shall submit the Sediment Analysis Data Summary in both electronic and hard copy formats. The data shall be delivered in the "Data Summary" Excel spreadsheet provided by the Contracting Officer. The data shall be delivered to the Contracting Officer within two weeks of the last day of dredging for the cycle. A copy of a sample sediment analysis data summary form is provided at the end of this section.

3.9 CONTRACTOR'S SURVEYS

3.9.1 Survey Data

a. Reference is made to SECTION 00800: SPECIAL CONTRACT REQUIREMENTS, QUANTITY SURVEYS, FAR 52.236-16 which requires payment based on Government surveys. Progress payments or evidence (condition surveys) supporting extreme weather (storm) related shoaling, will be based upon Contractor's hydrographic surveys. The Contractor's survey shall provide full coverage of an entire area, such as the Sand Trap, Area 1, Area 2, etc for which progress payment or evidence of storm-related shoaling is being submitted.

b. It is further emphasized that only condition surveys supporting extreme weather (storm) - related shoaling will be considered for payment in addition to the government surveys, provided that the Contractor's surveys clearly show the condition before and after each shoaling event and the condition after removal of material from the shoaled area. Survey data which does not meet all applicable requirements and quality assurance verifications will not constitute a valid request for payment of shoaling.

c. Contractor's hydrographic surveys shall be performed electronically (automated) and the data shall be provided and submitted to the Government on an electronic media (IBM compatible, ASCII format) in delimited files of easting, northing, and depth (x,y,z), where the depth is indicated as negative if recorded below MLLW. The first lines of the data file will list the information as follows:

- * Project Name (Los Angeles River Estuary Dredging)
- * Surveyor's Name and Company
- * Area Surveyed
- * Type of Survey and Date of Survey (i.e. Pre-dredge, 12/20/2007)
- * Indicate whether Multi-beam or Single-beam. For Multi-beam, list bin size. For Single-beam, list line spacing.
- * Vertical Datum / control utilized
- * Horizontal Datum
- * Tide Gage Location

These first 8 lines will be preceded by an asterisk (*), which indicates a comment line.

A plot of soundings will accompany the x,y,z data and all data shall be collected and plotted in metric units (meters).

3.9.2 Sounding Data Standards

The Contractor's hydrographic surveys for progress payment or evidence supporting extreme (storm) weather-related shoaling shall meet or exceed the survey standards listed in EM 1110-2-1003 (Hydrographic Surveying). Surveys shall be in the State Plane Coordinate System of 1983 - meters (SPCS 83), Zone 5, State of California, and be performed by an independent hydrographic survey contractor with at least three (3) years of experience in hydrographic surveying of navigable channels and have either a current Land Surveyor's or a Professional Engineer's license, authorized to certify surveys in the State of California. The Hydrographic Surveyor firm selected by the Contractor must be approved by the Contracting Officer prior to performing surveys for this contract.

3.9.3 Positioning System

It is required that hydrographic surveys shall be conducted using an Automated Range-Azimuth Positioning System or Differential Global Positioning System (DGPS) with positional accuracy of +/- 3 meters (1 DRMS) or exceed the survey standards listed in FM 1110 1-1003 and FM 1110-2-1003 that is linked to an automated (digital) depth recording device capable of continuous logging of x,y,z positional data with depth measurement resolution to the nearest five-hundredths (5/100) of a meter. Digital depths shall be supplemented by analog depth records if survey is performed by single beam echosounder. Sounding lines shall be verified by crosslines at least 10 percent of the principal lines and along the centerline of channel. Distance between successive soundings (sounding interval) shall be no more than 2 meters. Soundings shall be reduced to sounding datum (Mean Lower Low Water) by using actual tides and other appropriate corrections resulting in an accuracy of +/- 0.2 meter from actual depth.

3.9.4 Survey Firm Acceptance

For the Contracting Officer to approve the selected survey firm, the Contractor must provide documentation indicating that modern electronic horizontal positioning and sounding system equipment will be used for the surveys to be performed as well as documentation verifying the experience of the operators using the equipment. Typical information that will be required, as a minimum, includes the name, model, and year of manufacture of the electronic equipment, the electronic frequencies of the horizontal positioning equipment and sounding equipment, and the manufacturer's stated positioning and sounding accuracies, and capability of the equipment proposed for usage. In addition, the Contractor must provide information that a safe and suitable vessel meeting U.S. Coast Guard requirements is available and will be used for operation in the waters where the surveys are to be performed. The Contractor shall submit credentials / qualifications as evidence that qualified, experienced staff are available and will be used for the operation of the vessel as well as for the electronic positioning and sounding equipment.

3.9.5 Data Processing

The Contractor shall use a Data Processing System to map the sounding data and calculate quantities. Reduced sounding data shall then be imported into the Data Processing System where cross-sections are compared to dredge and disposal templates, and volume quantities are calculated. The software shall be capable of digital terrain modeling and shall produce, as a minimum, sounding sheets, cross section profiles, 3-dimensional area profiles, and quantity volume calculations using the Triangulated Irregular Network (TIN) method.

3.10 PRE-DREDGE AND FINAL SURVEYS

a. The Contractor shall notify the Contracting Officer not less than 15 calendar days prior to the scheduled commencement of dredging. The Government will perform a pre-dredge survey based upon the Contractor's scheduled commencement date. For the post-dredge survey, the Contractor shall notify the Contracting Officer not less than ten (10) working days prior to completion of the entire work. The Government will perform the final survey as soon as possible after completion of the entire work, generally within 10 calendar days. All areas found to be in compliance with the contract requirements will be accepted and measured for payment in accordance with SECTION 01 22 00.00 10: MEASUREMENT AND PAYMENT.

b. If the Government is unable to perform the final survey(s) due to the failure of the Contractor to complete the work in accordance with his prior notification, the Contracting Officer will charge the cost of the survey plant and standby labor, at \$3,500 per day, to the Contractor. Preliminary data from the final Government survey will be available within ten (10) calendar days. If the preliminary survey data indicates that the dredged area is not at the required depth, the Contractor will be directed to resume dredging and to complete the work to project depth. Adjustment in cost for additional Government post-dredge surveys shall be as specified in paragraph: FINAL EXAMINATION AND ACCEPTANCE.

c. Methods of Soundings. The material removed will be measured by cubic meter in place, by means of soundings taken before and after dredging. The Government intends to perform pre-dredge and post-dredge surveys utilizing multi-beam swath methods. However, the Government reserves the right to take soundings by any methods, including: lead line, trigonometric leveling (total station)/differential leveling, 200 kHz single-beam acoustic methods, acoustic multi-beam swath methods. Results of soundings by any of these methods, singularly or in combination, will be the basis for payment. The Contractor has the option of being present when such soundings are made.

3.11 CONTRACTOR'S SURVEYS OF SLIP G

a. The Contractor shall perform surveys of Slip G to ensure that the controlling depth is not shallower than -13.7 meters (-45 ft) MLLW during disposal operations. As a minimum, the Contractor shall perform surveys after placement of the following quantities:

1. 25,000 cubic meters
2. 40,000 cubic meters
3. 50,000 cubic meters
4. Post Disposal survey
5. if after the final scow disposal, the controlling depth is shallower than -14.6 meters (-48 ft), a post-cleanup survey(s) to indicate that Slip G has been returned to the design controlling depth

The Contracting Officer may direct the Contractor to perform additional surveys if conditions warrant.

b. Survey boat captains shall coordinate with Jacobsen Pilots prior to conducting any surveys at Slip G to ensure that survey operations do not conflict with ship movements.

c. The Slip G surveys shall be 100% coverage (multi-beam) from Station 0+000 to 0+400. If surveys indicate the presence of disposal material seaward of Station 0+400, the surveys shall be extended to cover the area of deposition.

d. Products: The following Slip G survey products shall be provided by the Contractor for each survey of Slip G within 1 day of the survey:

1. plot of representative soundings with contours (plot scale of 1:1000)
2. colored plan view showing areas shallower than:
 - * -13.7 meters (-45 ft) MLLW
 - * -14.6 meters (-48 ft) MLLW

3. cross-sections (plot scale of 1:1000 Horizontal and 1:200 Vertical) at 30-meter spacing. All surveys shall be shown on the cross-sections, including a pre-disposal survey provided by the Government.

4. x,y,z, files

The plots and cross-sections (items 1, 2 and 3) shall be converted into pdf files and e-mailed to Joe Ryan along with the x,y, z files at joseph.a.ryan@usace.army.mil

3.12 SHOALING

If, before the contract is completed, shoaling occurs in any section (area) including shoaling in the finished channel, because of the natural lowering of the side slopes or from sediments transported inside the project area, re-dredging at contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

3.13 REPORTING REQUIREMENT

The Contractor shall prepare and maintain a Daily Report of Operations and furnish copies thereof to the Contracting Officer's representative. The daily reports shall document dredging operations for all shifts in a 24-hour period. Further instruction on the preparation of the report will be furnished at a pre-construction conference. Copies of sample submittals are provided at the end of the Contractor's Quality Control section.

3.14 FINAL EXAMINATION AND ACCEPTANCE

a. As soon as practicable after the completion of the entire work, a final examination of the work will be conducted by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same at the contract rate for dredging. However, if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer. The Contractor or his authorized representative will be notified when soundings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two sounding operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding, the cost of such third and any subsequent sounding operations will be charged against the Contractor at the rate of \$3,500.00 per day for each day in which the Government plant is engaged in sounding and/or is enroute to or from the site or held at or near the said site for such operations.

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

Dredge Sample Data Form

LOS ANGELES RIVER ESTUARY MAINTENANCE DREDGING

Contract No.: _____ Sample No.: _____
 Contractor Name: _____ Date: _____
 Name of Dredge: _____ Time: _____
 Type of Dredge: ___ clamshell ___ hopper ___ hydraulic cutterhead ___ other
 If other, please specify: _____

Cut Location

area: _____ northing: _____
 station: _____ easting: _____
 range: _____
 elevation: _____

Placement Location

area: _____ northing: _____
 station: _____ easting: _____
 range: _____
 elevation: _____

Sample Obtained By: _____

Sample Obtained From (location): _____

Remarks: _____

Note: * A copy of this completed form shall accompany the sample when shipped to the laboratory for testing.

* A copy of the sample form shall be submitted to the Contracting Officer's Representative along with the transmittal form.

* A copy of the sample form shall also be faxed to Joe Ryan at (213) 452-4248 or e-mailed to him at joseph.a.ryan@usace.army.mil.

-- End of Section --

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APPENDIX A

VIBRACORE LOGS

KEY TO SYMBOLS

Symbol Description

Strata symbols



Poorly graded sand



Silty sand



Elastic silt



Poorly graded sand
with silt



Silt



Poorly graded silty
fine sand

Notes:

1. Logs of Exploration indicate geotechnical conditions at that time and location. Conditions can change. Stratification lines shown on these logs represent approximate boundary between soil types.
2. Vibratory coring field investigations were conducted between 08 and 14 February 2005.
3. Elevations were determined using a weighted tape and NOAA predicted tides.
4. Horizontal locations were determined using a GPS system with at least 3 m accuracy.
5. Samples were recovered by an electric vibratory corer system consisting of a vibrating head unit attached to the top of a 4-inch diameter aluminum coring tube with a stainless steel cutting shoe and a stainless steel core catcher. The vibratory corer was owned and operated by MEC Analytical Systems, Carlsbad, CA.



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-01

LOCATION: Area 1/2

NORTHING (m): 528969

LATITUDE: 33.76098

CONTRACTOR: MEC

DATE DRILLED: 08 Feb 05

SOUNDING (m): 2.4
PENETRATION (m): 3.4

EASTING (m): 1981453

LONGITUDE: 118.20018

EQUIPMENT: Electric Vibracore

TIME BORING STARTED: 1115

TIDE (m): 1 ELEVATION (m): -1.4

RECOVERY (m): 3

DATUM: NAD83 CA Zone 5

DATUM: NAD 83

DIAMETER (cm): 10.2

COMPLETED: 1130

DATUM: m, MLLW

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-1.4	0	POORLY GRADED SAND, brown, organic odor		SP	0	1	63	35	1			0.490
-2.8	1.4	POORLY GRADED SAND, brown, organic odor		SP	0	1	42	54	3			0.393
-4.1	2.7	SILTY SAND with organics, dark brown, organic odor		SM	0	1	6	67	26			0.127
-4.5	3	Bottom of Core										

REMARKS:

Figure 01



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-02

LOCATION: Area 1/2

NORTHING (m): 528917

LATITUDE: 33.76052

CONTRACTOR: MEC

DATE DRILLED: 10 Feb 05

SOUNDING (m): 3.4

PENETRATION (m): 4.7

EASTING (m): 1981475

LONGITUDE: 118.19995

EQUIPMENT: Electric Vibracore

TIME BORING STARTED: 1330

TIDE (m): 0.7 ELEVATION (m): -2.7

RECOVERY (m): 4.7

DATUM: NAD83 CA Zone 5

DATUM: NAD 83

DIAMETER (cm): 10.2

COMPLETED: 1340

DATUM: m, MLLW

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-2.7	0	POORLY GRADED SAND from 0.0 to 3.0 m, debris with sand, dark brown, organic odor from 0.3 to 1.2 m, sand, brown, some plastic trash and debris, no odor		SP	0	1	34	62	4			0.362
-3.9	1.2	POORLY GRADED SAND, brown, some plastic trash, no odor		SP	0	0	42	56	2			0.392
-5.1	2.4	POORLY GRADED SAND, brown, some plastic trash, no odor		SP	0	0	48	51	1			0.418
-6.3	3.7	POORLY GRADED SAND, brown, some plastic trash, no odor from 4.6 to 4.7 m, organic silt and debris, organic odor		SP	0	0	47	51	2			0.408
-7.4	4.7	Bottom of Core										

REMARKS:

Figure 02



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-03

LOCATION: Area 1/2

NORTHING (m): 528863

LATITUDE: 33.76003

CONTRACTOR: MEC

DATE DRILLED: 10 Feb 05

SOUNDING (m): 4.6

PENETRATION (m): 4.6

EASTING (m): 1981519

LONGITUDE: 118.19947

EQUIPMENT: Electric Vibracore

TIME BORING STARTED: 1000

TIDE (m): 1.9 ELEVATION (m): -2.7

RECOVERY (m): 4.3

DATUM: NAD83 CA Zone 5

DATUM: NAD 83

DIAMETER (cm): 10.2

COMPLETED: 1015

DATUM: m, MLLW

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-2.7	0	POORLY GRADED SAND, brown, no odor		SP	2	3	50	42	2			0.463
-4.2	1.5	SANDY ELASTIC SILT with organic debris, blackish brown, organic odor		MH	0	1	4	28	67	64	24	
-5.8	3	ELASTIC SILT WITH SAND and organic debris, blackish brown, organic odor		MH	0	1	4	15	80	67	24	
-7.1	4.4	Bottom of Core										

REMARKS:

Figure 03



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary **HOLE NUMBER: LARVC05-04**
LOCATION: Area 1/2
NORTHING (m): 528834 **EASTING (m): 1981471** **DATUM: NAD83 CA Zone 5**
LATITUDE: 33.75977 **LONGITUDE: 118.19998** **DATUM: NAD 83**
CONTRACTOR: MEC **EQUIPMENT: Electric Vibracore** **DIAMETER (cm): 10.2**
DATE DRILLED: 10 Feb 05 **TIME BORING STARTED: 1105** **COMPLETED: 1115**
SOUNDING (m): 4.3 **TIDE (m): 1.7** **ELEVATION (m): -2.6** **DATUM: m, MLLW**
PENETRATION (m): 1.8 **RECOVERY (m): 1.8** **LOGGED BY: B. Riley**

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-2.6	0	POORLY GRADED SAND, gray, no odor 3 cm thick layer of matted organic debris at bottom of core		SP	0	0	66	31	3			0.500
-4.4	1.8	Bottom of Core										

REMARKS:

Figure 04



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-04C

LOCATION: Area 1/2

NORTHING (m): 528826

LATITUDE: 33.75970

CONTRACTOR: MEC

DATE DRILLED: 10 Feb 05

SOUNDING (m): 3.5

PENETRATION (m): 4.7

EASTING (m): 1981487

LONGITUDE: 118.19982

EQUIPMENT: Electric Vibracore

TIME BORING STARTED: 1215

TIDE (m): 1.4 ELEVATION (m): -2.1

RECOVERY (m): 4.7

DATUM: NAD83 CA Zone 5

DATUM: NAD 83

DIAMETER (cm): 10.2

COMPLETED: 1230

DATUM: m, MLLW

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-2.1	0	POORLY GRADED SAND WITH SILT, brown, no odor from 0.6 to 0.9 m, sand and organic debris, dark brown, organic odor		SP-SM	3	2	66	20	9			0.577
-3	0.9	POORLY GRADED SAND, brown, no odor		SP	1	1	55	39	4			0.461
-4.9	2.7	SILTY SAND from 2.7 to 3.2 m, silt and organics, some sand, trash and debris, dark brown, organic odor from 3.2 to 4.0 m, sand, brown, sulphur smell		SM	0	1	19	60	20			0.290
-6.1	4	SILTY SAND with organics, organic odor		SM	0	1	10	56	33			0.161
-6.9	4.7	Bottom of Core										

REMARKS:

Figure 05



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-05

LOCATION: Area 1/2

NORTHING (m): 528795

LATITUDE: 33.75942

CONTRACTOR: MEC

DATE DRILLED: 10 Feb 05

SOUNDING (m): 4.3

PENETRATION (m): 4.4

EASTING (m): 1981538

LONGITUDE: 118.19927

EQUIPMENT: Electric Vibracore

TIME BORING STARTED: 0900

TIDE (m): 1.8 ELEVATION (m): -2.5

RECOVERY (m): 4.4

DATUM: NAD83 CA Zone 5

DATUM: NAD 83

DIAMETER (cm): 10.2

COMPLETED: 0915

DATUM: m, MLLW

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-2.5	0	POORLY GRADED SAND, brown, no odor		SP	1	2	66	30	1			0.526
-4	1.5	POORLY GRADED SAND, brown, no odor		SP	0	1	58	40	1			0.469
-5.5	3	SILTY SAND with organics, blackish brown, plastic trash and debris, organic odor		SM	0	2	11	44	43			0.110
-6.2	3.7	POORLY GRADED SAND, brown, plastic trash, no odor		SP	0	0	17	80	3			0.300
-6.9	4.4	Bottom of Core										

REMARKS:

Figure 06



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-06

LOCATION: Area 3

NORTHING (m): 528791

EASTING (m): 1981632

DATUM: NAD83 CA Zone 5

LATITUDE: 33.75938

LONGITUDE: 118.19825

DATUM: NAD 83

CONTRACTOR: MEC

EQUIPMENT: Electric Vibracore

DIAMETER (cm): 10.2

DATE DRILLED: 09 Feb 05

TIME BORING STARTED: 1215

COMPLETED: 1230

SOUNDING (m): 4.6

TIDE (m): 1.1

ELEVATION (m): -3.5

DATUM: m, MLLW

PENETRATION (m): 3.4

RECOVERY (m): 3.2

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-3.5	0	POORLY GRADED SAND, brown, no odor		SP	0	1	45	50	4			0.401
-3.9	0.5	SANDY ELASTIC SILT with organics, brownish black, slight petroleum odor		MH	0	1	8	40	51	67	28	0.0714
-5	1.5	ELASTIC SILT WITH SAND, brownish black, slight petroleum odor		MH	0	1	4	12	84	96	37	
-5.3	1.8	SANDY SILT with organic debris, brownish black, slight petroleum odor		ML	0	2	7	29	62			
-6.5	3	SANDY ELASTIC SILT, brownish black, slight petroleum odor		MH	0	0	11	27	62	57	21	
-6.7	3.2	Bottom of Core										

REMARKS:

Figure 07



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary **HOLE NUMBER: LARVC05-07**
LOCATION: Area 3
NORTHING (m): 528769 **EASTING (m): 1981672** **DATUM: NAD83 CA Zone 5**
LATITUDE: 33.75918 **LONGITUDE: 118.19782** **DATUM: NAD 83**
CONTRACTOR: MEC **EQUIPMENT: Electric Vibracore** **DIAMETER (cm): 10.2**
DATE DRILLED: 09 Feb 05 **TIME BORING STARTED: 1300** **COMPLETED: 1310**
SOUNDING (m): 3.4 **TIDE (m): 0.6** **ELEVATION (m): -2.8** **DATUM: m, MLLW**
PENETRATION (m): 3.8 **RECOVERY (m): 3.7** **LOGGED BY: B. Riley**

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-2.8	0	POORLY GRADED SAND, brown, no odor		SP	0	0	42	57	1			0.398
-3.4	0.6	SILTY SAND, blackish brown, no odor		SM	0	1	8	50	41			0.108
-4.9	2.1	SANDY ELASTIC SILT, blackish brown, no odor		MH	0	0	5	33	62	64	24	
-5.2	2.4	SILTY SAND, blackish brown, no odor below 3.0 m, increasing organics		SM	0	0	4	61	35			0.125
-6.4	3.7	Bottom of Core										

REMARKS:

Figure 08



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-08

LOCATION: Area 3

NORTHING (m): 528798

EASTING (m): 1981731

DATUM: NAD83 CA Zone 5

LATITUDE: 33.75945

LONGITUDE: 118.19718

DATUM: NAD 83

CONTRACTOR: MEC

EQUIPMENT: Electric Vibracore

DIAMETER (cm): 10.2

DATE DRILLED: 09 Feb 05

TIME BORING STARTED: 1505

COMPLETED: 1515

SOUNDING (m): 3.2

TIDE (m): -0.3

ELEVATION (m): -3.5

DATUM: m, MLLW

PENETRATION (m): 3.1

RECOVERY (m): 2.7

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-3.5	0	POORLY GRADED SAND WITH SILT, brown, slight organic odor		SP-SM	0	0	27	66	7			0.339
-3.8	0.3	SANDY ELASTIC SILT and organics, blackish brown, slight organic odor		MH	0	1	6	25	68	67	19	
-5	1.5	ELASTIC SILT WITH SAND and organics, blackish brown, slight organic odor		MH	0	0	2	16	83	58	22	
-6.2	2.7	Bottom of Core										

REMARKS:

Figure 09



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-09

LOCATION: Area 3

NORTHING (m): 528750

EASTING (m): 1981789

DATUM: NAD83 CA Zone 5

LATITUDE: 33.75902

LONGITUDE: 118.19655

DATUM: NAD 83

CONTRACTOR: MEC

EQUIPMENT: Electric Vibracore

DIAMETER (cm): 10.2

DATE DRILLED: 10 Feb 05

TIME BORING STARTED: 0805

COMPLETED: 0815

SOUNDING (m): 4.3

TIDE (m): 1.5

ELEVATION (m): -2.8

DATUM: m, MLLW

PENETRATION (m): 3.7

RECOVERY (m): 3.2

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-2.8	0	POORLY GRADED SAND WITH SILT, grayish brown, organic odor		SP-SM	0	0	31	61	8			0.348
-4.1	1.4	SILTY SAND, organic odor from 1.4 to 1.8 m, organic with some sand and silt, blackish brown from 1.8 to 2.3 m, sand, grayish brown		SM	0	1	10	60	29			0.229
-5.1	2.3	POORLY GRADED SAND, organic odor from 2.3 to 2.6 m, organic with sand and silt, blackish brown from 2.6 to 3.2 m, sand with some organics, grayish brown		SP	1	1	10	84	4			0.252
-6	3.2	Bottom of Core										

REMARKS:

Figure 10



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-10

LOCATION: Area 3

NORTHING (m): 528754

LATITUDE: 33.75905

CONTRACTOR: MEC

DATE DRILLED: 09 Feb 05

SOUNDING (m): 3.9

PENETRATION (m): 2.5

EASTING (m): 1981850

LONGITUDE: 118.19590

EQUIPMENT: Electric Vibracore

TIME BORING STARTED: 1545

TIDE (m): -0.4 ELEVATION (m): -4.3

RECOVERY (m): 2.4

DATUM: NAD83 CA Zone 5

DATUM: NAD 83

DIAMETER (cm): 10.2

COMPLETED: 1555

DATUM: m, MLLW

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-4.3	0	POORLY GRADED SAND WITH SILT, brown, no odor, some 6 mm diameter tar balls		SP-SM	0	0	23	72	5			0.325
-4.8	0.5	SANDY SILT, blackish brown, organic odor		ML	0	1	7	28	64			
-5.5	1.2	ELASTIC SILT WITH SAND, blackish brown, organic odor		MH	0	0	3	18	79	67	28	
-6.5	2.1	SILT WITH SAND, blackish brown, organic odor		ML	0	0	2	18	80			
-6.8	2.4	Bottom of Core										

REMARKS:

Figure 11



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-11

LOCATION: Area 4

NORTHING (m): 528698

LATITUDE: 33.75855

CONTRACTOR: MEC

DATE DRILLED: 08 Feb 05

SOUNDING (m): 3.8

PENETRATION (m): 3.2

EASTING (m): 1981948

LONGITUDE: 118.19483

EQUIPMENT: Electric Vibracore

TIME BORING STARTED: 1240

TIDE (m): 0.4 ELEVATION (m): -3.4

RECOVERY (m): 2.9

DATUM: NAD83 CA Zone 5

DATUM: NAD 83

DIAMETER (cm): 10.2

COMPLETED: 1255

DATUM: m, MLLW

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-3.4	0	POORLY GRADED SAND, brown, no odor		SP	0	0	29	68	3			0.355
-4.5	1.1	SANDY ELASTIC SILT, black brown, no odor		MH	0	0	5	25	70	50	15	
-4.8	1.4	ELASTIC SILT WITH SAND, blackish brown, slight petroleum odor		MH	0	0	1	19	80	54	20	
-6.3	2.9	Bottom of Core										

REMARKS:

Figure 12



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-12

LOCATION: Area 4

NORTHING (m): 528663

EASTING (m): 1982095

DATUM: NAD83 CA Zone 5

LATITUDE: 33.75823

LONGITUDE: 118.19325

DATUM: NAD 83

CONTRACTOR: MEC

EQUIPMENT: Electric Vibracore

DIAMETER (cm): 10.2

DATE DRILLED: 08 Feb 05

TIME BORING STARTED: 1415

COMPLETED: 1425

SOUNDING (m): 4.2

TIDE (m): -0.3

ELEVATION (m): -4.5

DATUM: m, MLLW

PENETRATION (m): 2.1

RECOVERY (m): 2

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-4.5	0	SANDY ELASTIC SILT, brownish black, slight petroleum odor		MH	0	0	4	24	72	77	37	
-5.5	1	SILTY SAND, brownish black, slight petroleum odor		SM	0	0	4	48	48			0.0788
-6.3	1.8	Bottom of Core										

REMARKS:

Figure 13



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary **HOLE NUMBER: LARVC05-13**
LOCATION: Area 4
NORTHING (m): 528587 **EASTING (m): 1982157** **DATUM: NAD83 CA Zone 5**
LATITUDE: 33.75755 **LONGITUDE: 118.19258** **DATUM: NAD 83**
CONTRACTOR: MEC **EQUIPMENT: Electric Vibracore** **DIAMETER (cm): 10.2**
DATE DRILLED: 08 Feb 05 **TIME BORING STARTED: 1520** **COMPLETED: 1530**
SOUNDING (m): 3 **TIDE (m): -0.5** **ELEVATION (m): -3.6** **DATUM: m, MLLW**
PENETRATION (m): 3.4 **RECOVERY (m): 3.2** **LOGGED BY: B. Riley**

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-3.6	0	POORLY GRADED SAND WITH SILT, light brown, no odor		SP-SM	0	0	8	87	5			0.279
-4.2	0.6	SILTY SAND with organics, blackish brown, organic odor		SM	0	1	8	46	45			0.108
-4.8	1.2	SANDY SILT with organics, blackish brown, organic odor		ML	0	0	4	34	62			
-5.7	2.1	SANDY ELASTIC SILT with organics, blackish brown, organic odor		MH	0	0	2	45	53	61	29	0.0659
		same as above, no sample taken										
-6.8	3.2	Bottom of Core										

REMARKS:

Figure 14



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary **HOLE NUMBER: LARVC05-14**
 LOCATION: Area 4 **DATUM: NAD83 CA Zone 5**
 NORTHING (m): 528533 **EASTING (m): 1982282** **DATUM: NAD 83**
 LATITUDE: 33.75707 **LONGITUDE: 118.19123** **DIAMETER (cm): 10.2**
 CONTRACTOR: MEC **EQUIPMENT: Electric Vibracore** **COMPLETED: 1635**
 DATE DRILLED: 08 Feb 05 **TIME BORING STARTED: 1620** **DATUM: m, MLLW**
 SOUNDING (m): 4.4 **TIDE (m): -0.5** **ELEVATION (m): -4.9** **LOGGED BY: B. Riley**
 PENETRATION (m): 2 **RECOVERY (m): 1.6**

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-4.9	0	POORLY GRADED SAND WITH SILT, brown, no odor		SP-SM	0	0	8	82	10			0.255
-5.2	0.3	SILTY SAND, dark brown, slight petroleum odor		SM	0	1	6	49	44			0.0935
-5.5	0.6	SILTY SAND, dark brown, slight petroleum odor		SM	0	0	3	52	45	52	22	0.0858
-6.5	1.6	Bottom of Core										

REMARKS:

Figure 15



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-15

LOCATION: Area 4

NORTHING (m): 528438

EASTING (m): 1982368

DATUM: NAD83 CA Zone 5

LATITUDE: 33.75622

LONGITUDE: 118.19030

DATUM: NAD 83

CONTRACTOR: MEC

EQUIPMENT: Electric Vibracore

DIAMETER (cm): 10.2

DATE DRILLED: 08 Feb 05

TIME BORING STARTED: 1700

COMPLETED: 1715

SOUNDING (m): 3.8

TIDE (m): -0.2 ELEVATION (m): -4.1

DATUM: m, MLLW

PENETRATION (m): 2.7

RECOVERY (m): 2.3

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-4.1	0	POORLY GRADED SAND WITH SILT, brown, no odor		SP-SM	0	0	1	88	11			0.157
-4.4	0.3	SANDY SILT, blackish brown, slight petroleum odor		ML	0	1	4	34	60			
-5.4	1.3	SILT WITH SAND, blackish brown, slight organic odor		ML	0	0	2	22	77			
-6.4	2.3	Bottom of Core										

REMARKS:

Figure 16



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-16

LOCATION: Sand Trap

NORTHING (m): 528980

EASTING (m): 1981395

DATUM: NAD83 CA Zone 5

LATITUDE: 33.76108

LONGITUDE: 118.20082

DATUM: NAD 83

CONTRACTOR: MEC

EQUIPMENT: Electric Vibracore

DIAMETER (cm): 10.2

DATE DRILLED: 08 Feb 05

TIME BORING STARTED: 0920

COMPLETED: 0930

SOUNDING (m): 3.1

TIDE (m): 1.9

ELEVATION (m): -1.2

DATUM: m, MLLW

PENETRATION (m): 1.8

RECOVERY (m): 1.8

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-1.2	0	POORLY GRADED SAND, blackish gray, organic odor		SP	2	2	73	22	1			0.604
-2.3	1.1	POORLY GRADED SAND, blackish gray, organic odor		SP	1	1	58	38	2			0.478
-3.4	2.1	Bottom of Core										

REMARKS:

Figure 17



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-17

LOCATION: Sand Trap

NORTHING (m): 528930

EASTING (m): 1981387

DATUM: NAD83 CA Zone 5

LATITUDE: 33.76063

LONGITUDE: 118.20090

DATUM: NAD 83

CONTRACTOR: MEC

EQUIPMENT: Electric Vibracore

DIAMETER (cm): 10.2

DATE DRILLED: 09 Feb 05

TIME BORING STARTED: 0910

COMPLETED: 0920

SOUNDING (m): 3.2

TIDE (m): 2

ELEVATION (m): -1.2

DATUM: m, MLLW

PENETRATION (m): 3.4

RECOVERY (m): 3.2

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-1.2	0	POORLY GRADED SAND, dark brown, organic odor top 15 cm is matted vegetation with sand, dark brown, organic odor		SP	0	1	58	38	3			0.480
-2.6	1.4	POORLY GRADED SAND WITH SILT with organic matted vegetation, dark brown, organic odor from 1.5 to 1.7 m, relatively clean sand layer		SP-SM	0	1	33	60	6			0.362
-3	1.8	POORLY GRADED SAND with organics, dark brown, organic odor		SP	0	0	38	60	2			0.377
-4.4	3.2	matted vegetation, lost from vibracore shoe, no sample taken Bottom of Core										

REMARKS:

Figure 18



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-18

LOCATION: Sand Trap

NORTHING (m): 528867

LATITUDE: 33.76007

CONTRACTOR: MEC

DATE DRILLED: 09 Feb 05

SOUNDING (m): 4

PENETRATION (m): 3.7

EASTING (m): 1981414

LONGITUDE: 118.20060

EQUIPMENT: Electric Vibracore

TIME BORING STARTED: 0825

TIDE (m): 2 ELEVATION (m): -2

RECOVERY (m): 3.5

DATUM: NAD83 CA Zone 5

DATUM: NAD 83

DIAMETER (cm): 10.2

COMPLETED: 0835

DATUM: m, MLLW

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-2	0	POORLY GRADED SAND, brown, no odor		SP	1	2	73	22	2			0.582
-2.9	0.9	POORLY GRADED SAND, brown, no odor		SP	1	1	76	21	1			0.604
-4.1	2.1	POORLY GRADED SAND, brown, no odor		SP	2	3	51	41	1			0.468
-5.5	3.5	Bottom of Core										

REMARKS:

Figure 19



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-21

LOCATION: Sand Trap

NORTHING (m): 528980

EASTING (m): 1981376

DATUM: NAD83 CA Zone 5

LATITUDE: 33.76108

LONGITUDE: 118.20102

DATUM: NAD 83

CONTRACTOR: MEC

EQUIPMENT: Electric Vibracore

DIAMETER (cm): 10.2

DATE DRILLED: 08 Feb 05

TIME BORING STARTED: 0810

COMPLETED: 0820

SOUNDING (m): 2.8

TIDE (m): 2

ELEVATION (m): -0.8

DATUM: m, MLLW

PENETRATION (m): 2.4

RECOVERY (m): 2

LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-0.8	0	POORLY GRADED SAND, blackish gray, sulphur odor below 1.2 m, sulphur odor stops		SP	1	2	72	23	2			0.577
-2.3	1.5	POORLY GRADED SAND, blackish gray, no odor below 2.4 m, includes shell fragments and shell hash		SP	1	0	49	48	2			0.423
-3.8	3	Bottom of Core										

REMARKS:

Figure 20



**US Army COE
Los Angeles District
Vibratory Core Log**

PROJECT: Los Angeles River Estuary

HOLE NUMBER: LARVC05-22

LOCATION: Sand Trap

NORTHING (m): 528914

LATITUDE: 33.76048

CONTRACTOR: MEC

DATE DRILLED: 09 Feb 05

SOUNDING (m): 2.9

PENETRATION (m): 3

EASTING (m): 1981373

LONGITUDE: 118.20105

EQUIPMENT: Electric Vibrocure

TIME BORING STARTED: 0730

TIDE (m): 1.7 ELEVATION (m): -1.2

RECOVERY (m): 2.7

DATUM: NAD83 CA Zone 5

DATUM: NAD 83

DIAMETER (cm): 10.2

COMPLETED: 0740

DATUM: m, MLLW

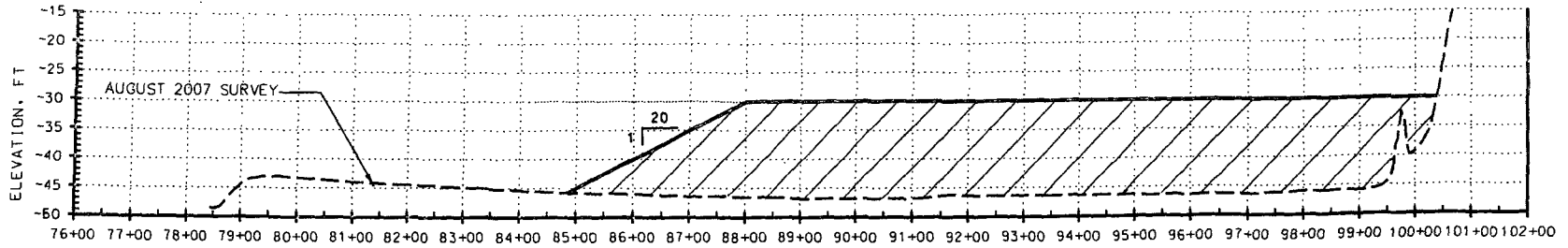
LOGGED BY: B. Riley

This information pertains only to this boring and should not be interpreted as being indicative of the site.

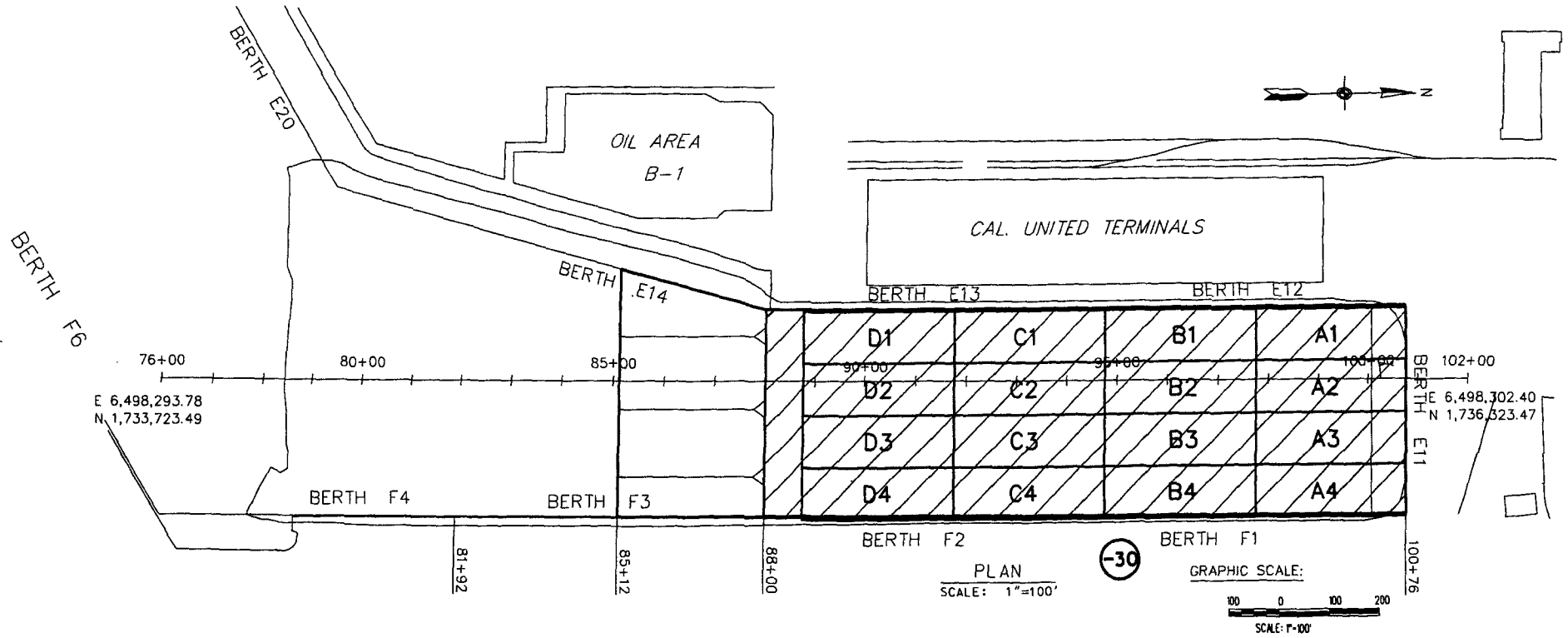
Elevation (m, MLLW)	Depth (m)	Description	Graphic	USCS Classification	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines	Liquid Limit	Plasticity Index	D50 (mm)
-1.2	0	POORLY GRADED SAND, brown, no odor		SP	0	0	73	25	2			0.537
-2.6	1.4	POORLY GRADED SAND, brown, no odor at 2.6 m, 4 cm gravel		SP	2	1	68	27	2			0.531
-3.9	2.7	Bottom of Core										

REMARKS:

Figure 21

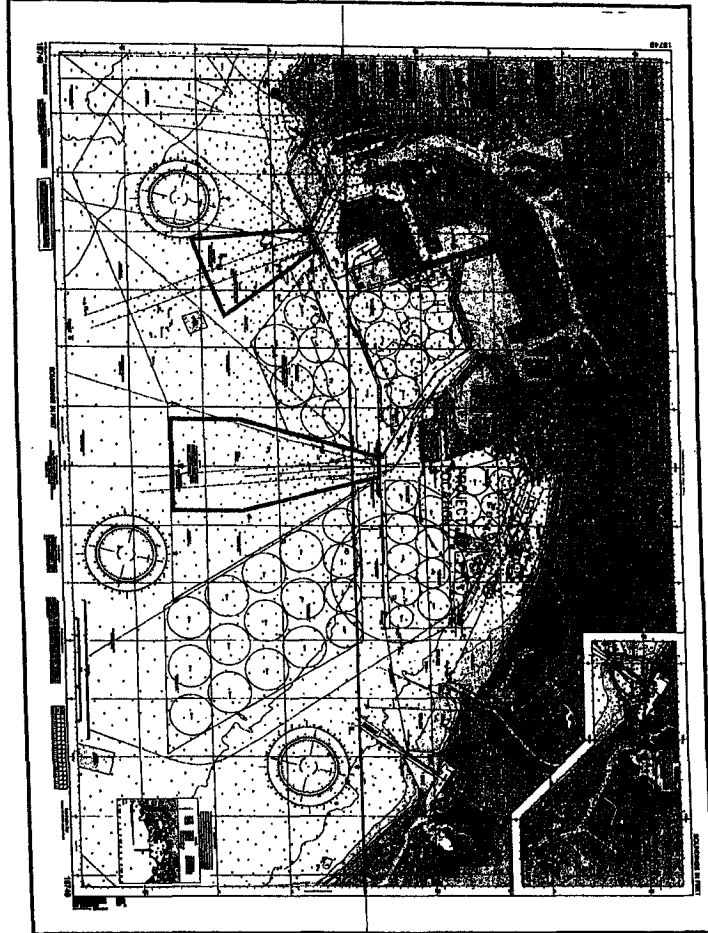
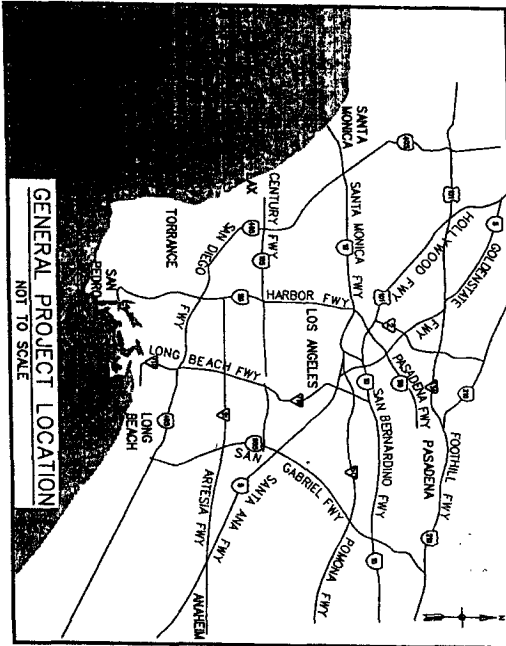
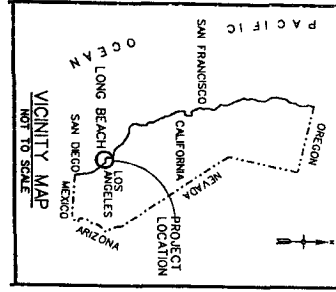


STATION
 PROFILE
 HORIZ. SCALE: 1"=100'
 VERT. SCALE: 1"=10'



PLAN
 SCALE: 1"=100'
 GRAPHIC SCALE:
 SCALE: 1"=100'

LOS ANGELES RIVER ESTUARY DREDGING LOS ANGELES COUNTY, CALIFORNIA



THIS PROJECT WAS DESIGNED BY THE LOS ANGELES DISTRICT OF THE U.S. ARMY CORPS OF ENGINEERS. THE INITIALS OR SIGNATURES AND REGISTRATION DESIGNATIONS OF INDIVIDUALS APPEAR ON THESE PROJECT DOCUMENTS WITHIN THE SCOPE OF THEIR EMPLOYMENT AS REQUIRED BY E.R. 110-1-2-52. SIGNATURES AFFIXED HEREON INDICATE OFFICIAL RECOMMENDATION AND APPROVAL OF ALL THE DRAWINGS IN THIS SET.

SCALE: AS SHOWN	U.S. ARMY ENGINEER DISTRICT LOS ANGELES CORPS OF ENGINEERS	DESIGNED BY: JAR DRAWN BY: SRR CHECKED BY: ATS
SHEET 1 OF 18 SHEETS	PREPARED UNDER THE DIRECTION OF: COLONEL THOMAS H. MADNESS DISTRICT ENGINEER	SUBMITTED BY: [Signature] DATE APPROVED: [Signature] DATE: 11/19/97
DISTRICT FILE NO. B-1840	SPEC. NO. DACW92PL-07-B-0009	FILE NAME: LYWOODLDR

NAVIGATION IMPROVEMENTS
LOS ANGELES COUNTY, CALIFORNIA
MAINTENANCE DREDGING
LOS ANGELES RIVER ESTUARY
VICINITY, LOCATION MAPS
AND GENERAL PROJECT LOCATION

SYMBOL	DESCRIPTIONS

INDEX TO CONTRACT DRAWINGS

<u>FILE NO.</u>	<u>TITLE</u>	<u>SHEET NO.</u>
B-1840	VICINITY AND LOCATION MAPS	1
B-1841	INDEX TO CONTRACT DRAWINGS AND LEGEND	2
B-1842	LOCATION PLAN - SMALL SCALE - LA-2	3
B-1843	LOCATION PLAN - LARGE SCALE	4
B-1844"REV. D"	GENERAL PLAN AND SURVEY CONTROL PLAN	5
B-1845	DREDGE AREA CONDITION SURVEY JUNE 2007	6
B-1846	DREDGING AREA CROSS-SECTIONS STA 10+000 TO STA 10+275	7
B-1847	DREDGING AREA CROSS-SECTIONS STA 10+300 TO STA 10+575	8
B-1848	DREDGING AREA CROSS-SECTIONS STA 10+600 TO STA 10+875	9
B-1849	DREDGING AREA CROSS-SECTIONS STA 10+900 TO STA 11+175	10
B-1850	DREDGING AREA CROSS-SECTIONS STA 11+200 TO STA 11+275 AND SAND TRAP	11
B-1851 "REV. A"	PROFILE AND QUEEN'S WAY BRIDGE DETAIL	12
B-1852	POLB SLIP "G" PLAN AND PROFILE	13
B-1853	POLB SLIP "G" SURVEY JUNE 2007	14
B-1854"REV. A"	NEARSHORE DISPOSAL AREA	15
B-1855	2005 VIBRATORY CORING SAMPLE LOCATIONS	16

LEGEND:



DREDGE AREA



PROJECT DEPTH



ADVANCE MAINTENANCE DEPTH



CONTROL STATION

FENCE LINE FOR 32 INCHES BY 20.5 INCHES MASTER MADE

FENCE LINE FOR 32 INCHES BY 20.5 INCHES MASTER MADE

SYMBOL	DESCRIPTIONS	REVISIONS
△	REVISED SHEETS 5 & 15	11/23/06 JAR
△	REVISED SHEET 12	11/16/07 JAR

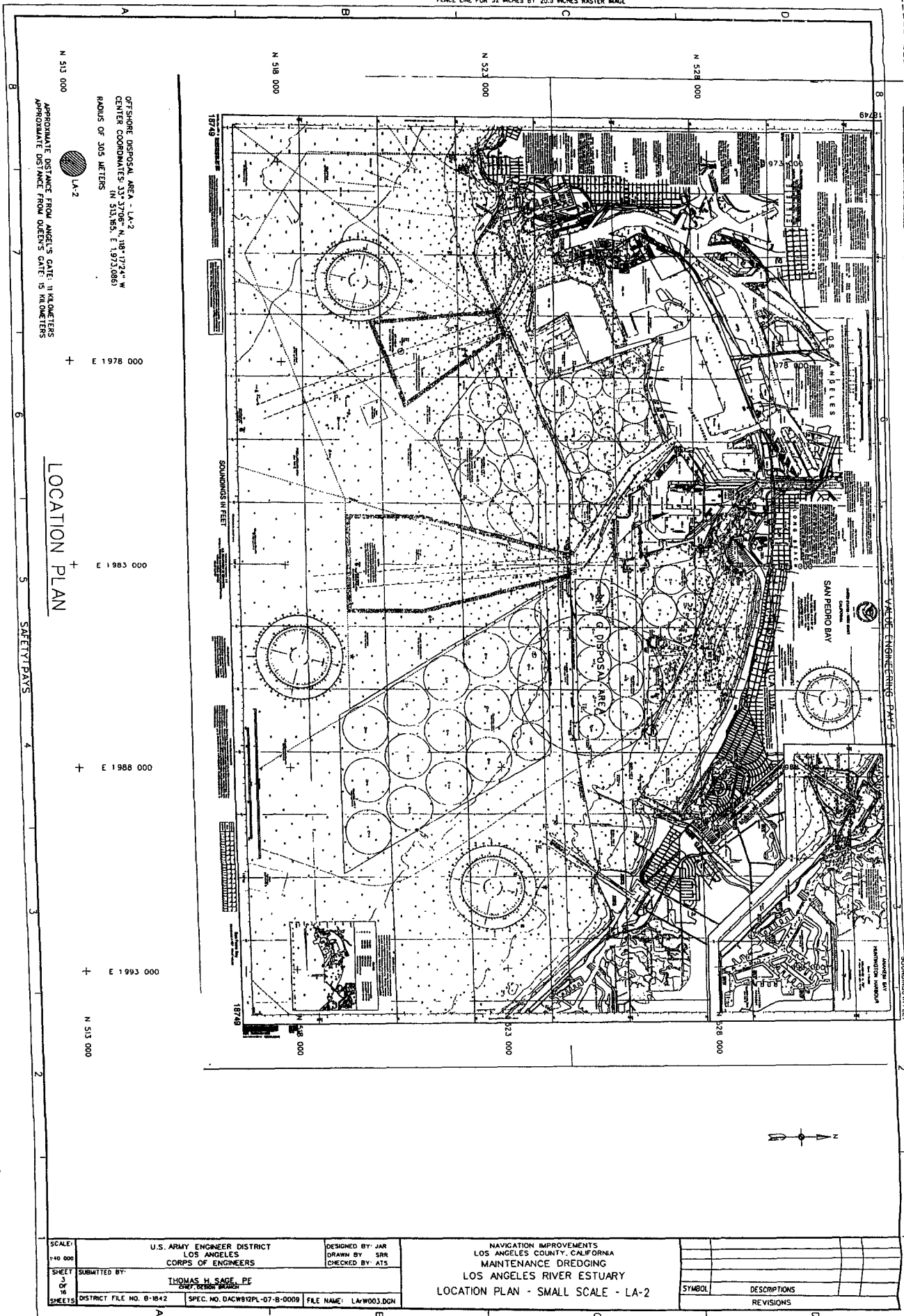
NAVIGATION IMPROVEMENTS
LOS ANGELES COUNTY, CALIFORNIA
MAINTENANCE DREDGING
LOS ANGELES RIVER ESTUARY
INDEX TO CONTRACT DRAWINGS AND LEGEND

DESIGNED BY: JAR
DRAWN BY: SRR
CHECKED BY: ATS

U.S. ARMY ENGINEER DISTRICT
LOS ANGELES
CORPS OF ENGINEERS
THOMAS H. SLOAN, PE
REGISTERED PROFESSIONAL ENGINEER
DISTRICT FILE NO. B-8-REV. 701 SPEC. NO. DACW020R-07-B-0008 FILE NAME: LA02020R

SCALE:
NTS
SHEET 2
OF 16
SHEETS

SAFETY PAYS



OFFSHORE DISPOSAL AREA - LA-2
 CENTER COORDINATES: 33° 37' 08" N, 118° 17' 24" W
 (N 513,085, E 1973,085)
 RADIUS OF 305 METERS

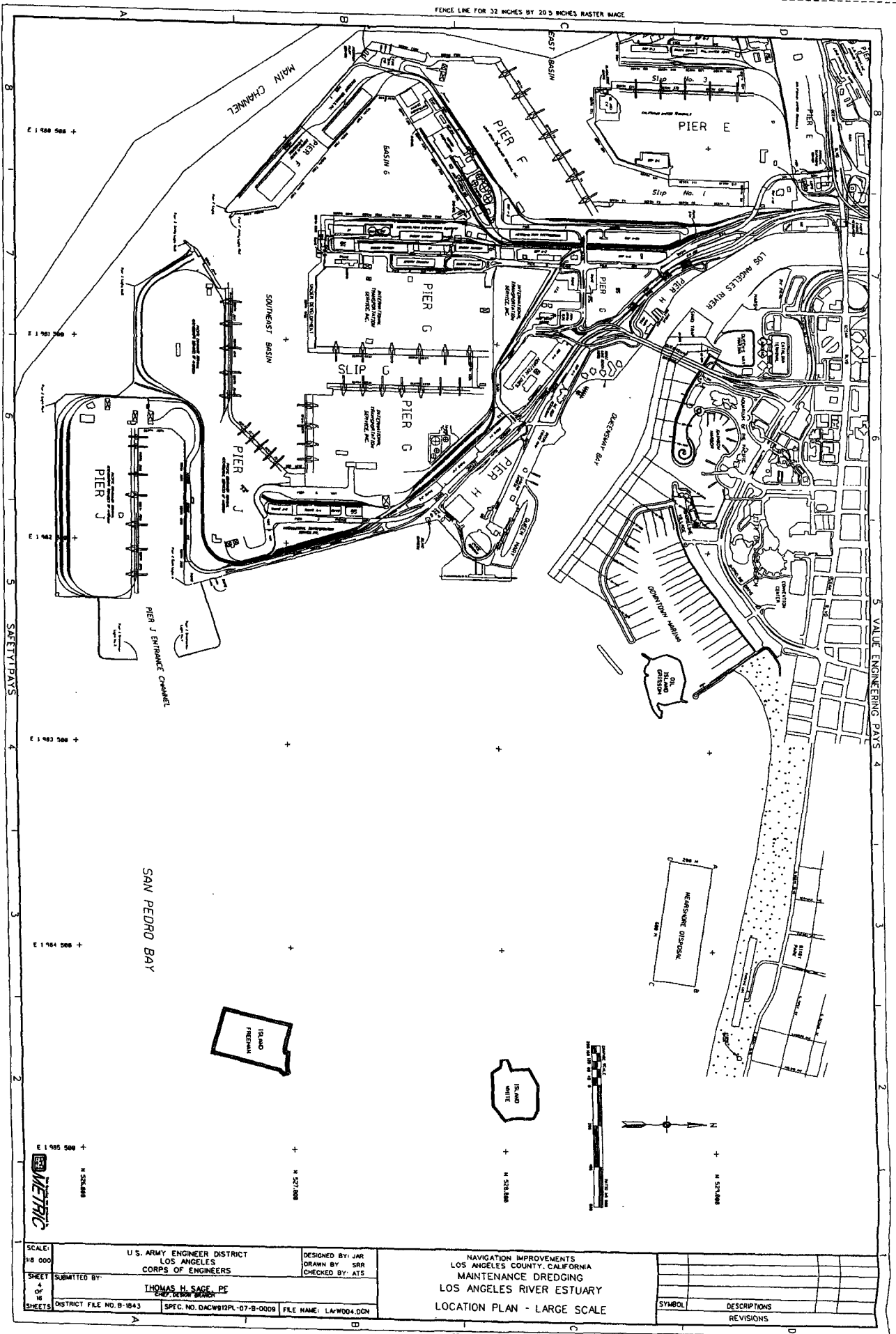
APPROXIMATE DISTANCE FROM QUEEN'S GATE: 11 KILOMETERS
 APPROXIMATE DISTANCE FROM QUEEN'S GATE: 5 KILOMETERS

LA-2

LOCATION PLAN

SAFETY PAYS

SCALE: 1:40 000	DESIGNED BY: JAR DRAWN BY: SRR CHECKED BY: ATS	NAVIGATION IMPROVEMENTS LOS ANGELES COUNTY, CALIFORNIA MAINTENANCE DREDGING LOS ANGELES RIVER ESTUARY LOCATION PLAN - SMALL SCALE - LA-2	SYMBOL	DESCRIPTIONS
SHEET 16	SUBMITTED BY: THOMAS H. SAGE, PE CHIEF DESIGNER	DISTRICT FILE NO. 8-1842	SPEC. NO. DACW872PL-07-B-0009	FILE NAME: LA/0003.DGN
			REVISIONS	



SCALE: 1/8" = 100'
 U.S. ARMY ENGINEER DISTRICT
 LOS ANGELES
 CORPS OF ENGINEERS
 DESIGNED BY: JAR
 DRAWN BY: SRR
 CHECKED BY: ATS
 SUBMITTED BY:
 THOMAS H. SAGE, PE
 CIP 12358
 DISTRICT FILE NO. B-1843 SPEC. NO. DACW812PL-07-B-0009 FILE NAME: LA'W004.DGN

NAVIGATION IMPROVEMENTS
 LOS ANGELES COUNTY, CALIFORNIA
 MAINTENANCE DREDGING
 LOS ANGELES RIVER ESTUARY
 LOCATION PLAN - LARGE SCALE

SYMBOL	DESCRIPTIONS	REVISIONS

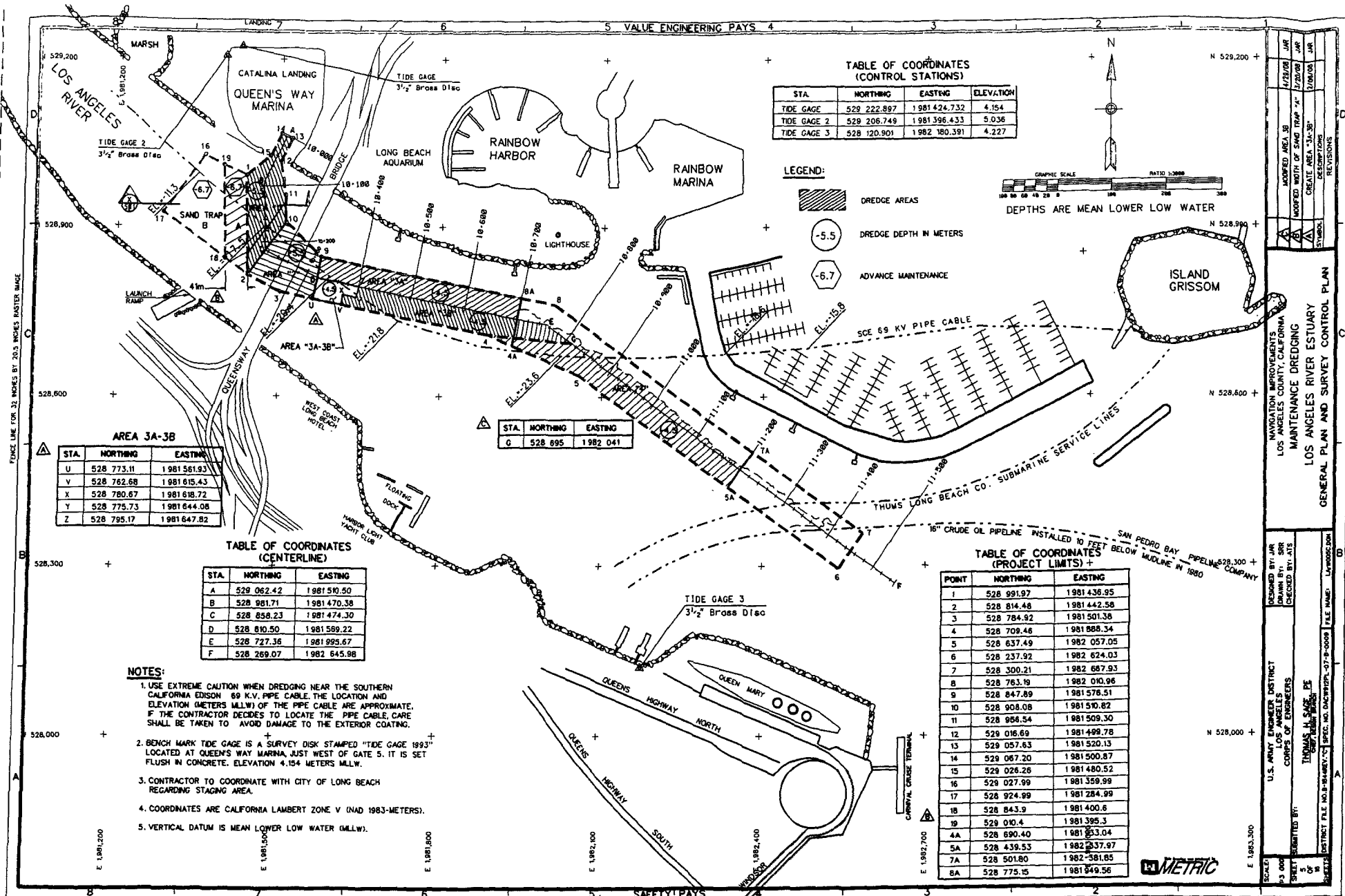


TABLE OF COORDINATES (CONTROL STATIONS)

STA.	NORTHING	EASTING	ELEVATION
TIDE GAGE	529 222.897	1981 424.732	4.154
TIDE GAGE 2	528 206.748	1981 396.433	5.036
TIDE GAGE 3	528 120.901	1982 180.391	4.227

LEGEND:

- DREDGE AREAS
- DREDGE DEPTH IN METERS
- ADVANCE MAINTENANCE



AREA 3A-3B

STA.	NORTHING	EASTING
U	528 773.11	1981 561.93
V	528 762.68	1981 615.43
X	528 780.67	1981 618.72
Y	528 775.73	1981 644.08
Z	528 795.17	1981 647.82

TABLE OF COORDINATES (CENTERLINE)

STA.	NORTHING	EASTING
A	529 082.42	1981 500.50
B	528 981.71	1981 470.38
C	528 858.23	1981 474.30
D	528 810.50	1981 589.22
E	528 727.38	1981 999.67
F	528 269.07	1982 645.98

NOTES:

1. USE EXTREME CAUTION WHEN DREDGING NEAR THE SOUTHERN CALIFORNIA EDISON 69 K.V. PIPE CABLE. THE LOCATION AND ELEVATION (METERS MLLW) OF THE PIPE CABLE ARE APPROXIMATE. IF THE CONTRACTOR DECIDES TO LOCATE THE PIPE CABLE, CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE EXTERIOR COATING.
2. BENCH MARK TIDE GAGE IS A SURVEY DISK STAMPED "TIDE GAGE 1993" LOCATED AT QUEEN'S WAY MARINA, JUST WEST OF GATE 5. IT IS SET FLUSH IN CONCRETE. ELEVATION 4.154 METERS MLLW.
3. CONTRACTOR TO COORDINATE WITH CITY OF LONG BEACH REGARDING STAGING AREA.
4. COORDINATES ARE CALIFORNIA LAMBERT ZONE V (NAD 1983-METERS).
5. VERTICAL DATUM IS MEAN LOWER LOW WATER (MLLW).

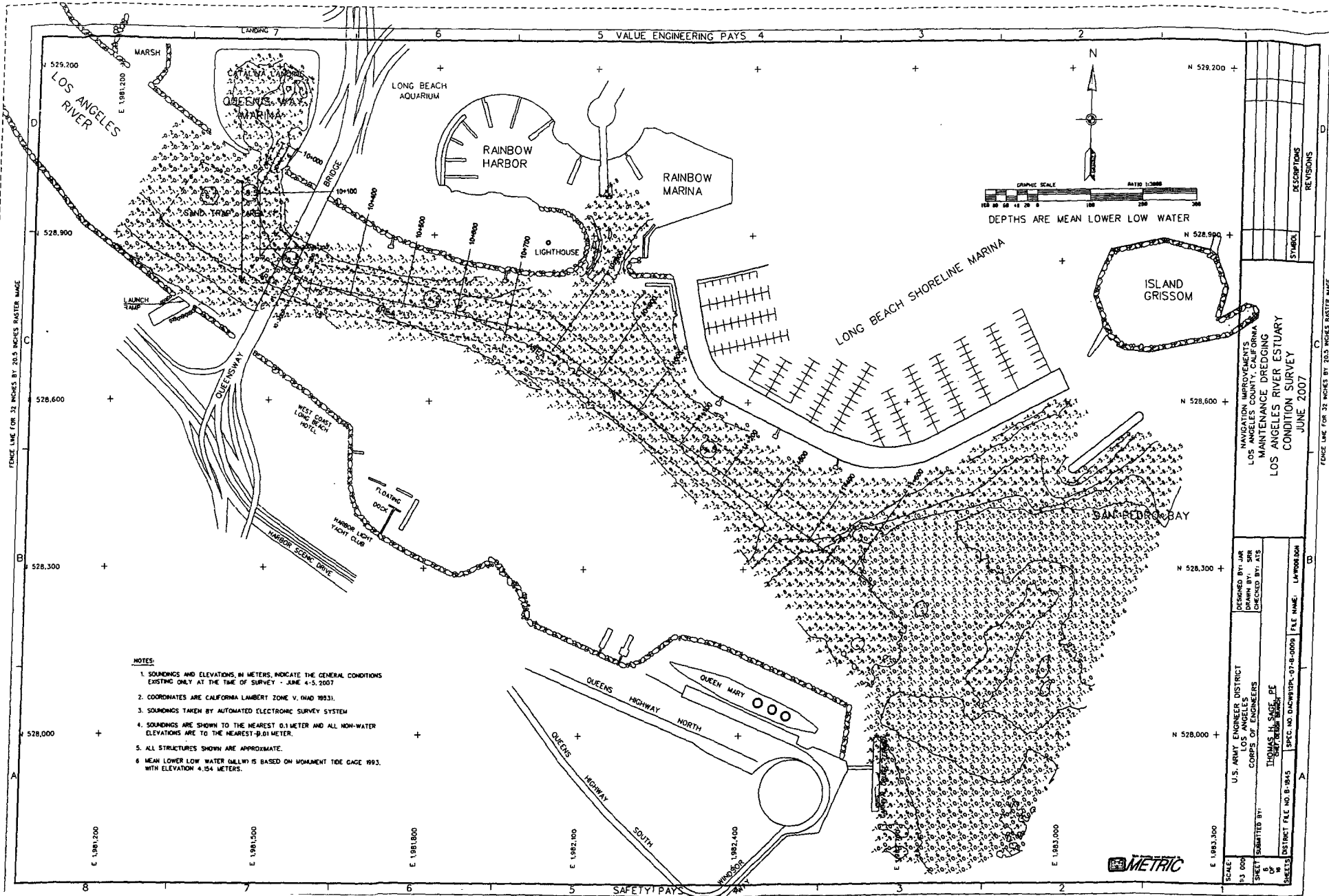
TABLE OF COORDINATES (PROJECT LIMITS)

POINT	NORTHING	EASTING
1	528 991.97	1981 436.95
2	528 816.48	1981 442.58
3	528 784.92	1981 501.38
4	528 709.46	1981 888.34
5	528 637.49	1982 057.05
6	528 237.92	1982 624.03
7	528 300.21	1982 687.93
8	528 763.19	1982 010.96
9	528 847.89	1981 576.51
10	528 908.08	1981 510.82
11	528 968.34	1981 509.30
12	529 016.69	1981 499.78
13	529 057.63	1981 520.13
14	529 067.20	1981 500.87
15	529 026.26	1981 480.52
16	529 027.99	1981 359.99
17	528 924.99	1981 284.99
18	528 843.9	1981 400.6
19	529 010.4	1981 395.3
4A	528 690.40	1981 833.04
5A	528 439.53	1982 337.97
7A	528 501.80	1982 581.85
8A	528 775.15	1981 849.56

NAVIGATION IMPROVEMENTS
 LOS ANGELES COUNTY, CALIFORNIA
 MAINTENANCE DREDGING
 LOS ANGELES RIVER ESTUARY
 GENERAL PLAN AND SURVEY CONTROL PLAN

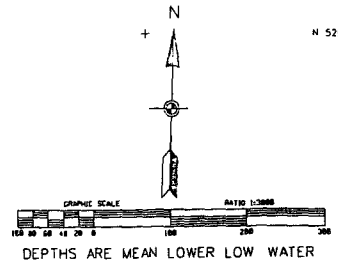
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 DRAWN BY: SRR
 CHECKED BY: JTS
 U.S. ARMY ENGINEER DISTRICT
 LOS ANGELES
 CORPS OF ENGINEERS
 SUBMITTED BY:
 THOMAS H. SAGE, P.E.
 DISTRICT FILE NO. 34-1847-1-1 SPEC. NO. DACW379-07-9-0009 FILE NAME: LA00000000





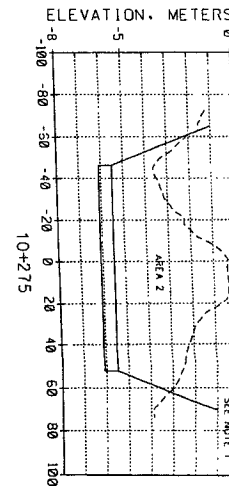
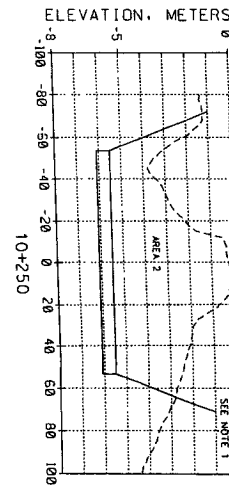
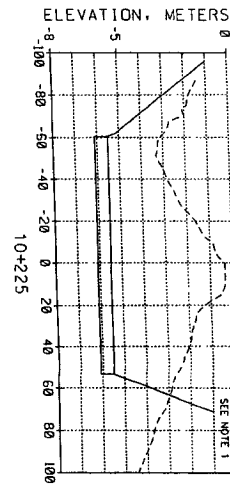
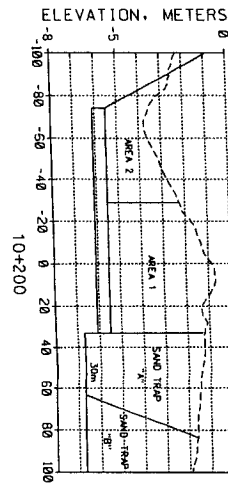
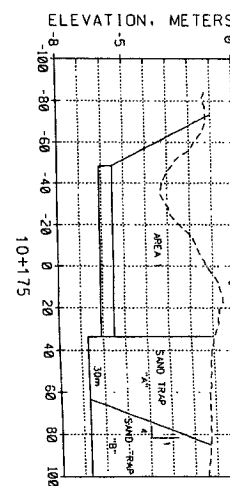
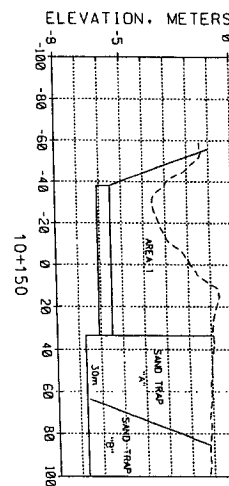
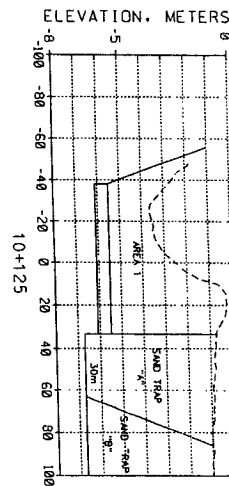
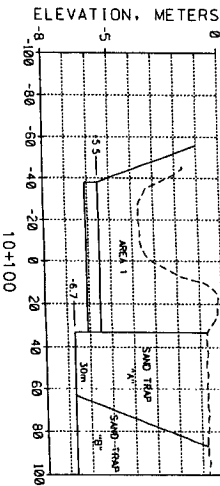
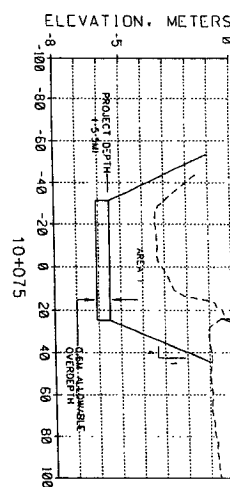
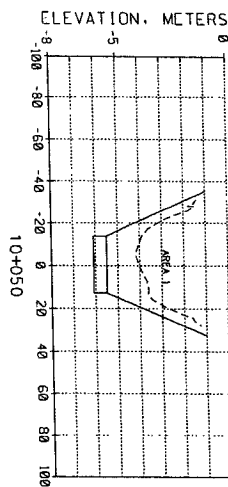
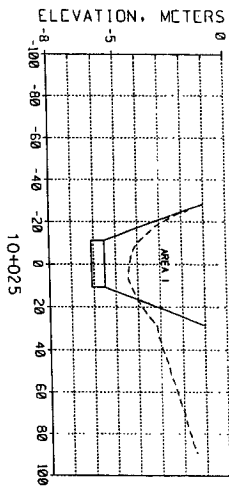
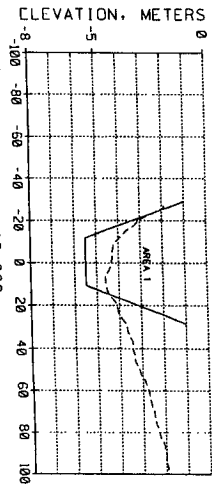
NOTES:

1. SOUNDINGS AND ELEVATIONS, IN METERS, INDICATE THE GENERAL CONDITIONS EXISTING ONLY AT THE TIME OF SURVEY - JUNE 4-5, 2007
2. COORDINATES ARE CALIFORNIA LAMBERT ZONE V, (NAD 1983).
3. SOUNDINGS TAKEN BY AUTOMATED ELECTRONIC SURVEY SYSTEM
4. SOUNDINGS ARE SHOWN TO THE NEAREST 0.1 METER AND ALL NON-WATER ELEVATIONS ARE TO THE NEAREST 0.01 METER.
5. ALL STRUCTURES SHOWN ARE APPROXIMATE.
6. MEAN LOWER LOW WATER (MLLW) IS BASED ON MONUMENT TIDE GAGE 1993, WITH ELEVATION 4.154 METERS.



U.S. ARMY ENGINEER DISTRICT CORPS OF ENGINEERS THOMAS H. SAGE, PE DISTRICT FILE NO. B-1945 SPEC. NO. DUCHESNEP-07-B-0009 FILE NAME: LAW0050A		DESIGNED BY: JAR DRAWN BY: SPR CHECKED BY: ATS	NAVIGATION SURVEY DATA LOS ANGELES COUNTY, CALIFORNIA MAINTENANCE DREDGING LOS ANGELES RIVER ESTUARY CONDITION SURVEY JUNE 2007	SYMBOLOGY DESCRIPTIONS REVISIONS
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NOTE 1. CEMENTED COBBLE MATERIAL WITH COBBLES WERE ENCOUNTERED IN THIS REGION DURING PREVIOUS CONTRACTS

NOTE: DATUM IS MEAN LOWER LOW WATER

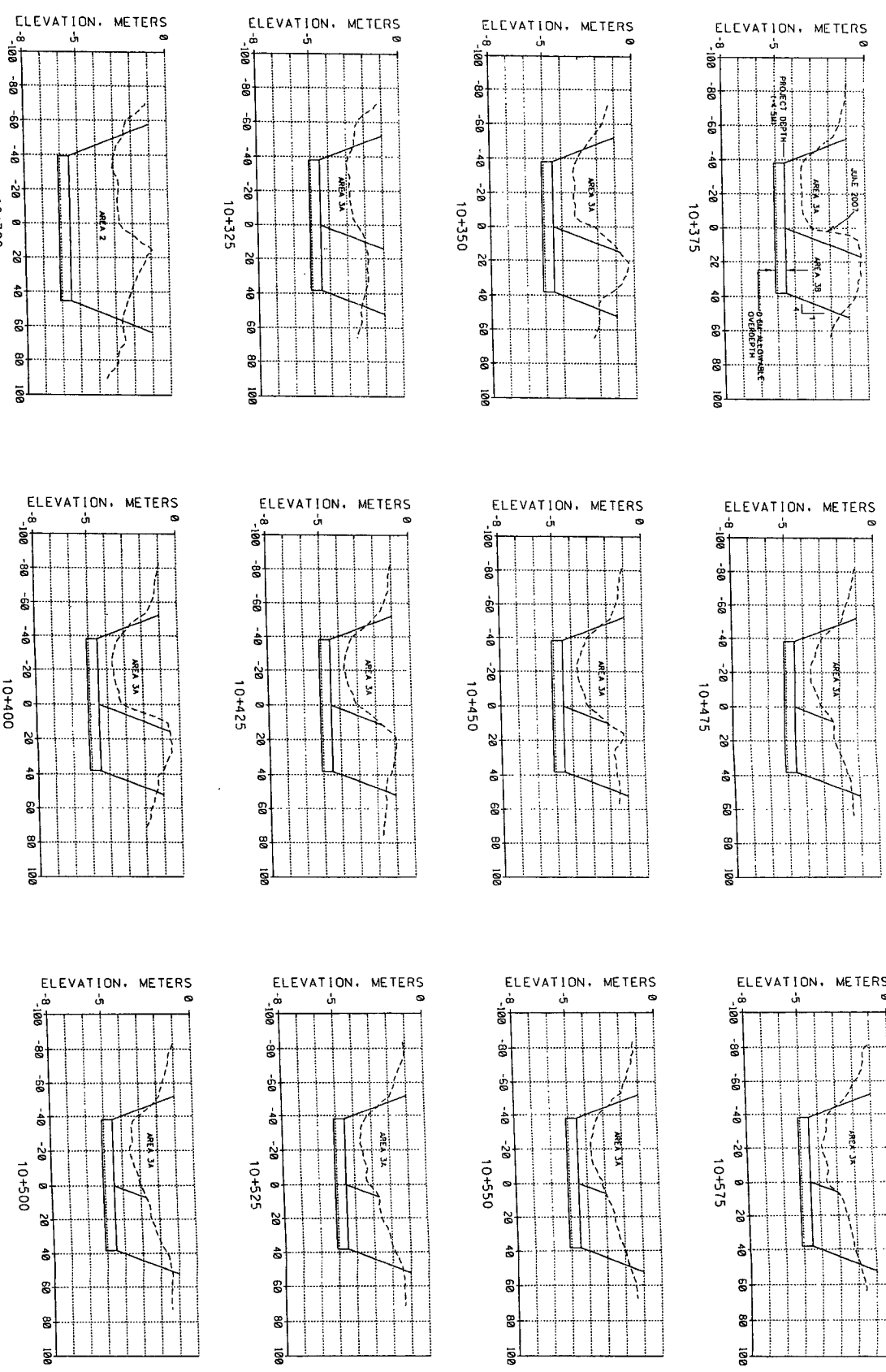
SAFETY PAYS

VALUE ENGINEERING PAYS

SCALE: AS SHOWN
 SHEET SUBMITTED BY: THOMAS H. SAGE, PE
 CHIEF DESIGNER
 U.S. ARMY ENGINEER DISTRICT
 LOS ANGELES
 CORPS OF ENGINEERS
 DESIGNED BY: JAM
 DRAWN BY: SRR
 CHECKED BY: ATS
 DISTRICT FILE NO. B-1846
 SPEC. NO. DACW912PL-07-B-0009
 FILE NAME: LA*007.DGN

NAVIGATION IMPROVEMENTS
 LOS ANGELES COUNTY, CALIFORNIA
 MAINTENANCE DREDGING
 LOS ANGELES RIVER ESTUARY
 CROSS SECTIONS
 STA 10+000 TO STA 10+275

SYMBOL	DESCRIPTIONS

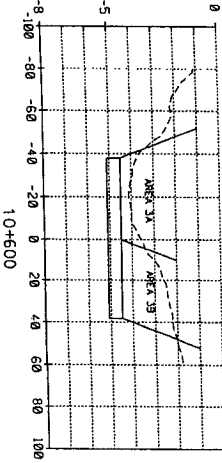


NOTE: CALCULATED COBBLE MATERIAL WITH COBBLES WERE ENCOUNTERED IN THIS REGION DURING PREVIOUS CONTRACTS

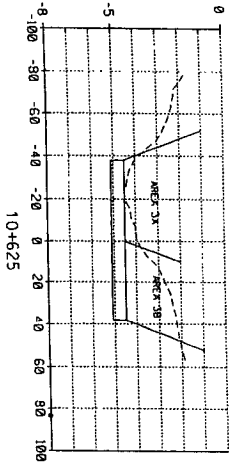
NOTE: DATUM IS MEAN LOWER LOW WATER

<p>SCALE: AS SHOWN</p> <p>SHEET SUBMITTED BY: THOMAS H. SAGE, PE CHIEF DESIGN ENGINEER</p> <p>SHEETS DISTRICT FILE NO. B-1847</p>	<p>U.S. ARMY ENGINEER DISTRICT LOS ANGELES CORPS OF ENGINEERS</p>	<p>DESIGNED BY: JAR DRAWN BY: SRR CHECKED BY: ATS</p>	<p>NAVIGATION IMPROVEMENTS LOS ANGELES COUNTY, CALIFORNIA MAINTENANCE DREDGING LOS ANGELES RIVER ESTUARY CROSS SECTIONS STA 10+300 TO STA 10+575</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">SYMBOL</th> <th>DESCRIPTIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td>REVISIONS</td> </tr> </tbody> </table>	SYMBOL	DESCRIPTIONS		REVISIONS
SYMBOL	DESCRIPTIONS							
	REVISIONS							

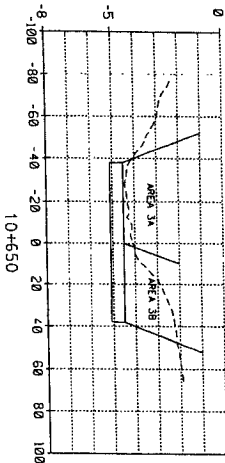
ELEVATION, METERS



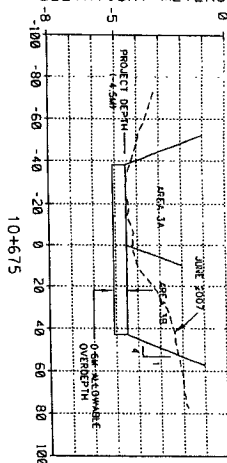
ELEVATION, METERS



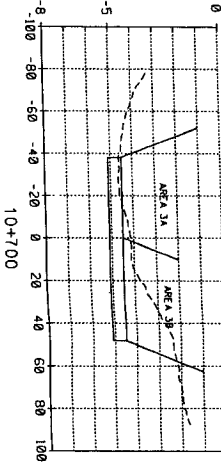
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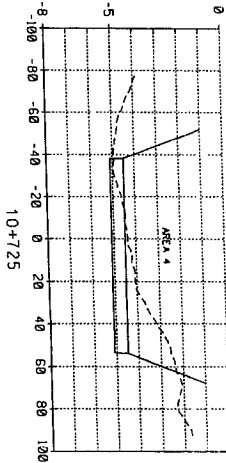
ELEVATION, METERS



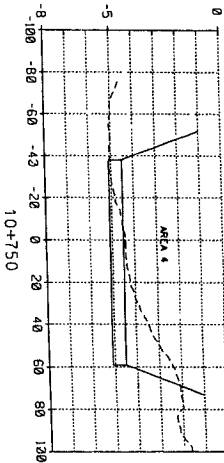
ELEVATION, METERS



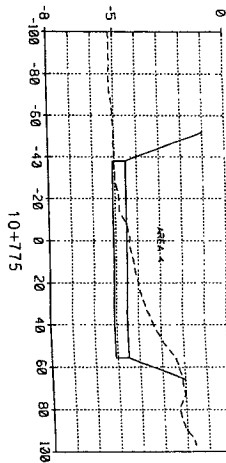
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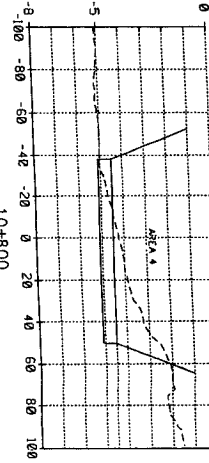
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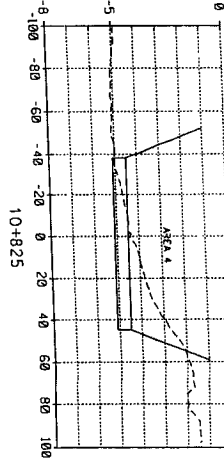
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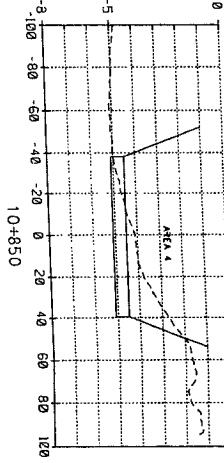
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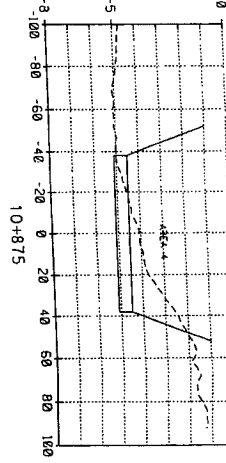
ELEVATION, METERS



ELEVATION, METERS



ELEVATION, METERS

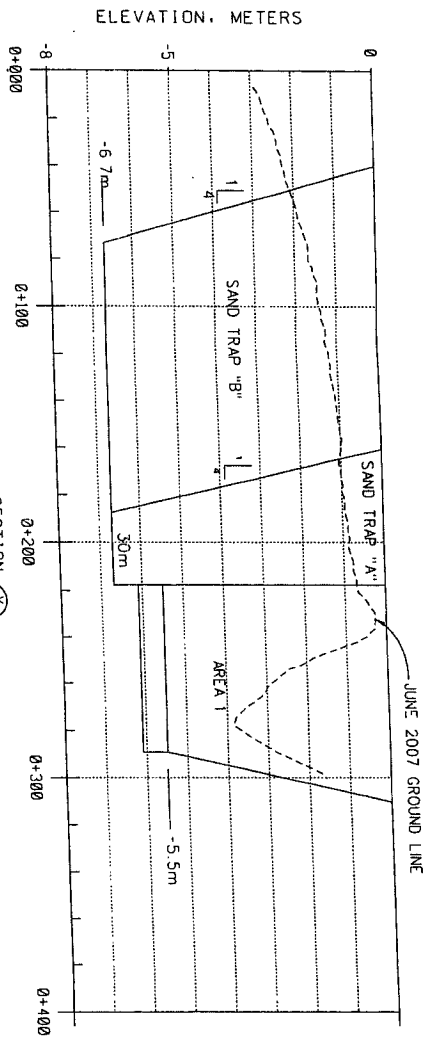
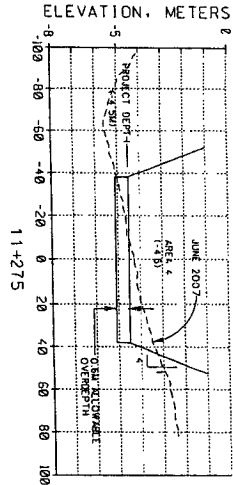
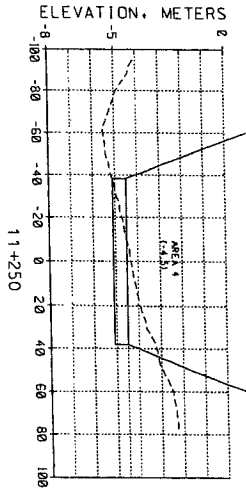
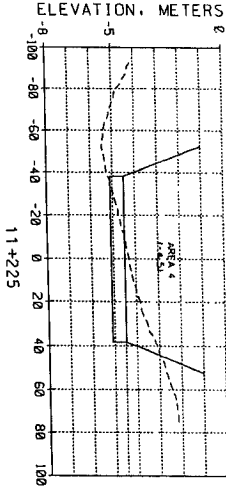
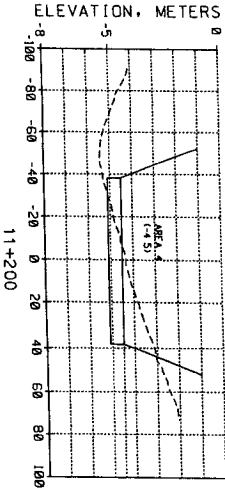


NOTE: DATUM IS MEAN LOWER LOW WATER

SCALE: AS SHOWN
 SHEET 8 OF 8 SHEETS
 SUBMITTED BY: THOMAS H. SAGE, PE
 DISTRICT FILE NO. B-1848
 U.S. ARMY ENGINEER DISTRICT
 LOS ANGELES
 CORPS OF ENGINEERS
 DESIGNED BY: JAR
 DRAWN BY: SRR
 CHECKED BY: ATS
 SPEC. NO. DACW912PL-07-B-0008
 FILE NAME: LAFW009.DGN

NAVIGATION IMPROVEMENTS
 LOS ANGELES COUNTY, CALIFORNIA
 MAINTENANCE DREDGING
 LOS ANGELES RIVER ESTUARY
 CROSS SECTIONS
 STA 10+600 TO STA 10+875

SYMBOL	DESCRIPTIONS
	REVISIONS

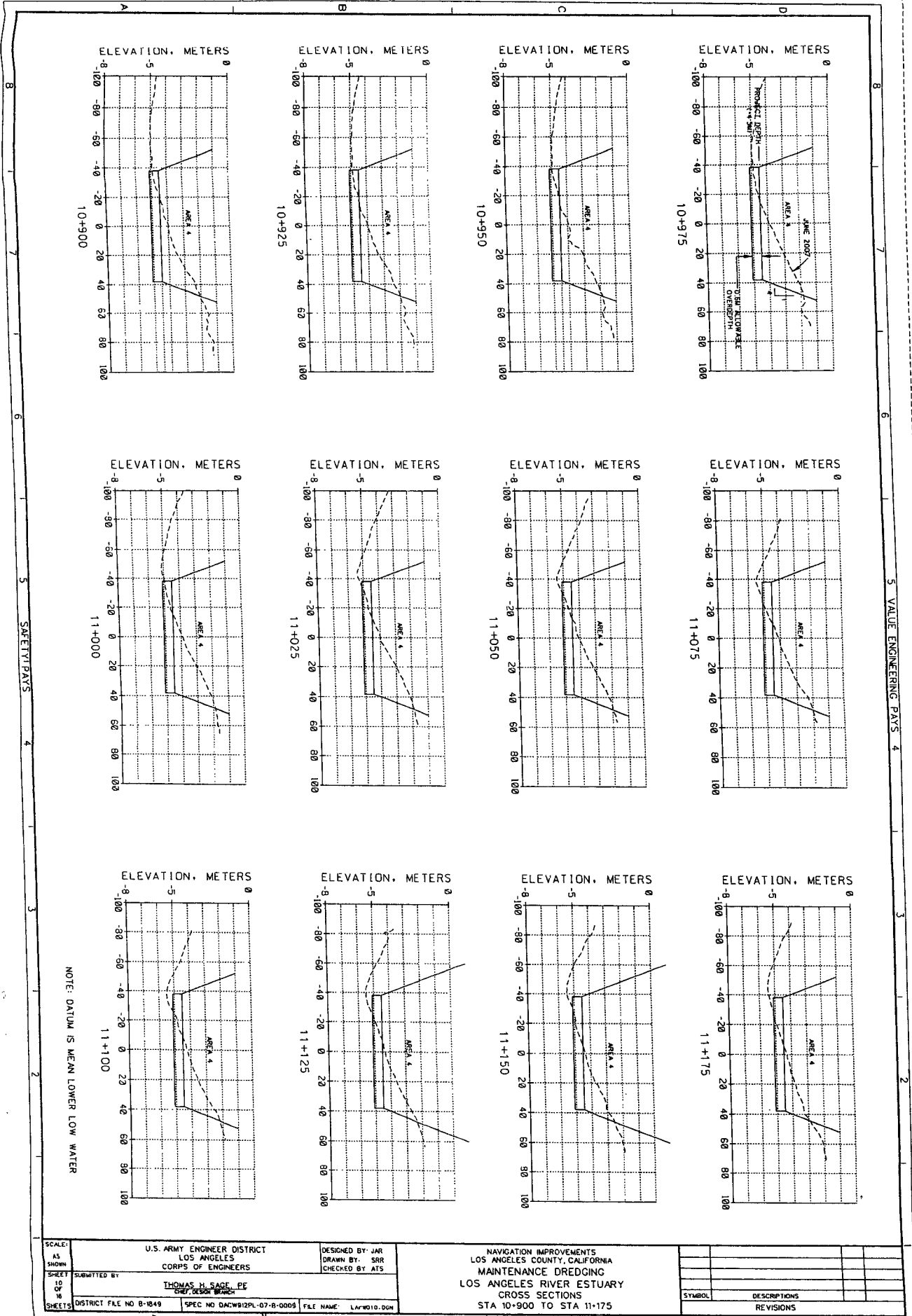


SAND TRAP AND AREA 1
SCALE: HORIZ: 1:1 000
VERT: 1:60

NOTE: DATUM IS MEAN LOWER LOW WATER

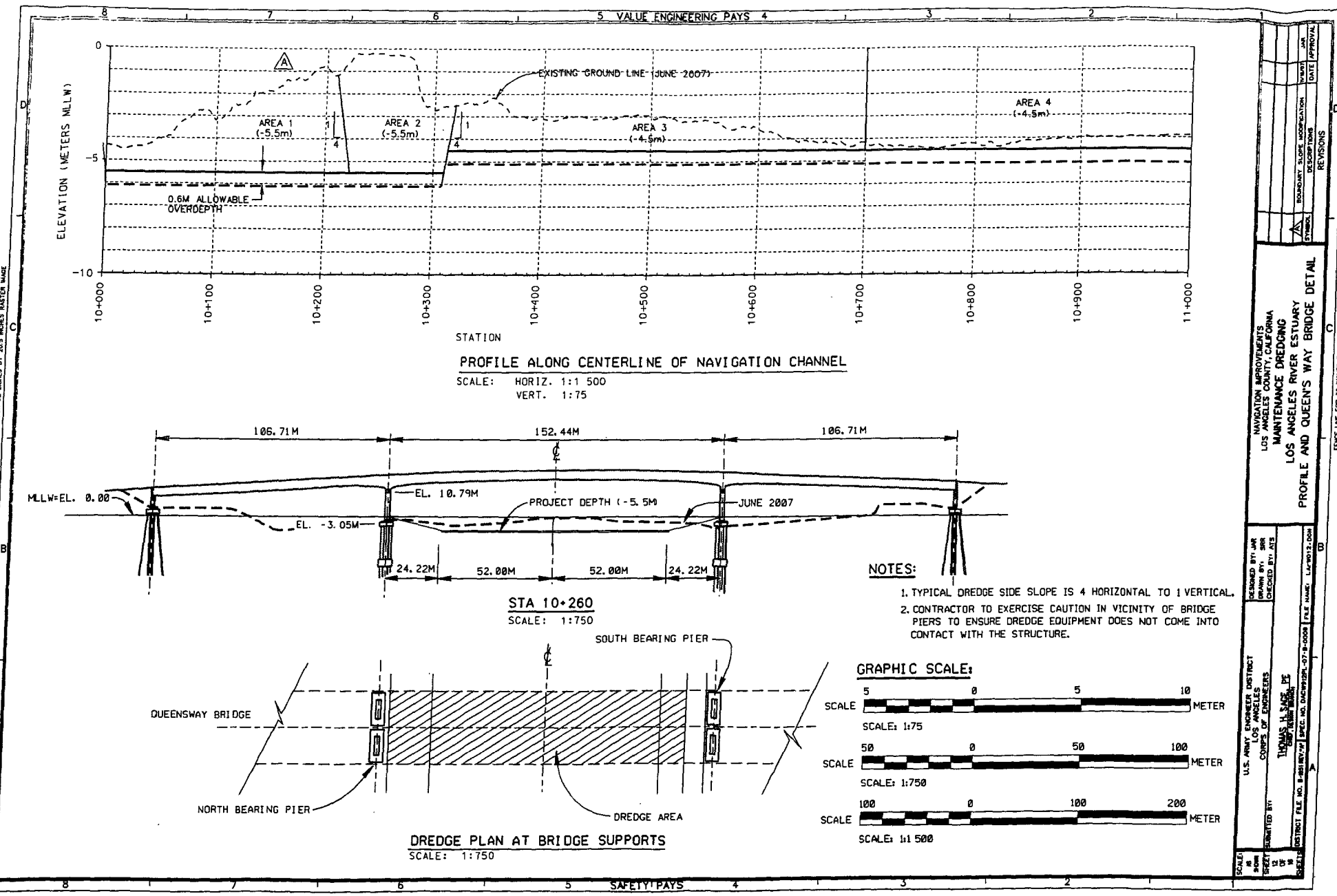
SCALE: AS SHOWN	U.S. ARMY ENGINEER DISTRICT LOS ANGELES CORPS OF ENGINEERS	DESIGNED BY: JAR DRAWN BY: SRR CHECKED BY: ATS
SHEET 11 OF 16 SHEETS	SUBMITTED BY: THOMAS H. SAGE, PE CHIEF DESIGNER	NAVIGATION IMPROVEMENTS LOS ANGELES COUNTY, CALIFORNIA MAINTENANCE DREDGING LOS ANGELES RIVER ESTUARY CROSS SECTIONS STA 11+200 TO STA 11+275 AND SAND TRAP
DISTRICT FILE NO. B-1850	SPEC. NO. DACWBIZPL-07-B-0008	FILE NAME: LA*1011.DGN

SYMBOL	DESCRIPTIONS



NOTE: DATUM IS MEAN LOWER LOW WATER

SCALE: AS SHOWN	U.S. ARMY ENGINEER DISTRICT LOS ANGELES CORPS OF ENGINEERS		DESIGNED BY: JAR DRAWN BY: SRR CHECKED BY: ATS	NAVIGATION IMPROVEMENTS LOS ANGELES COUNTY, CALIFORNIA MAINTENANCE DREDGING LOS ANGELES RIVER ESTUARY CROSS SECTIONS STA 10+900 TO STA 11+175	
SHEET 15 OF 16	SUBMITTED BY: THOMAS H. SAGE, PE CHIEF DESIGNER				
SHEETS	DISTRICT FILE NO. B-1849	SPEC. NO. DACW912PL-07-B-0005	FILE NAME: LA*1010.DGN		
			SYMBOL		DESCRIPTIONS
			REVISIONS		



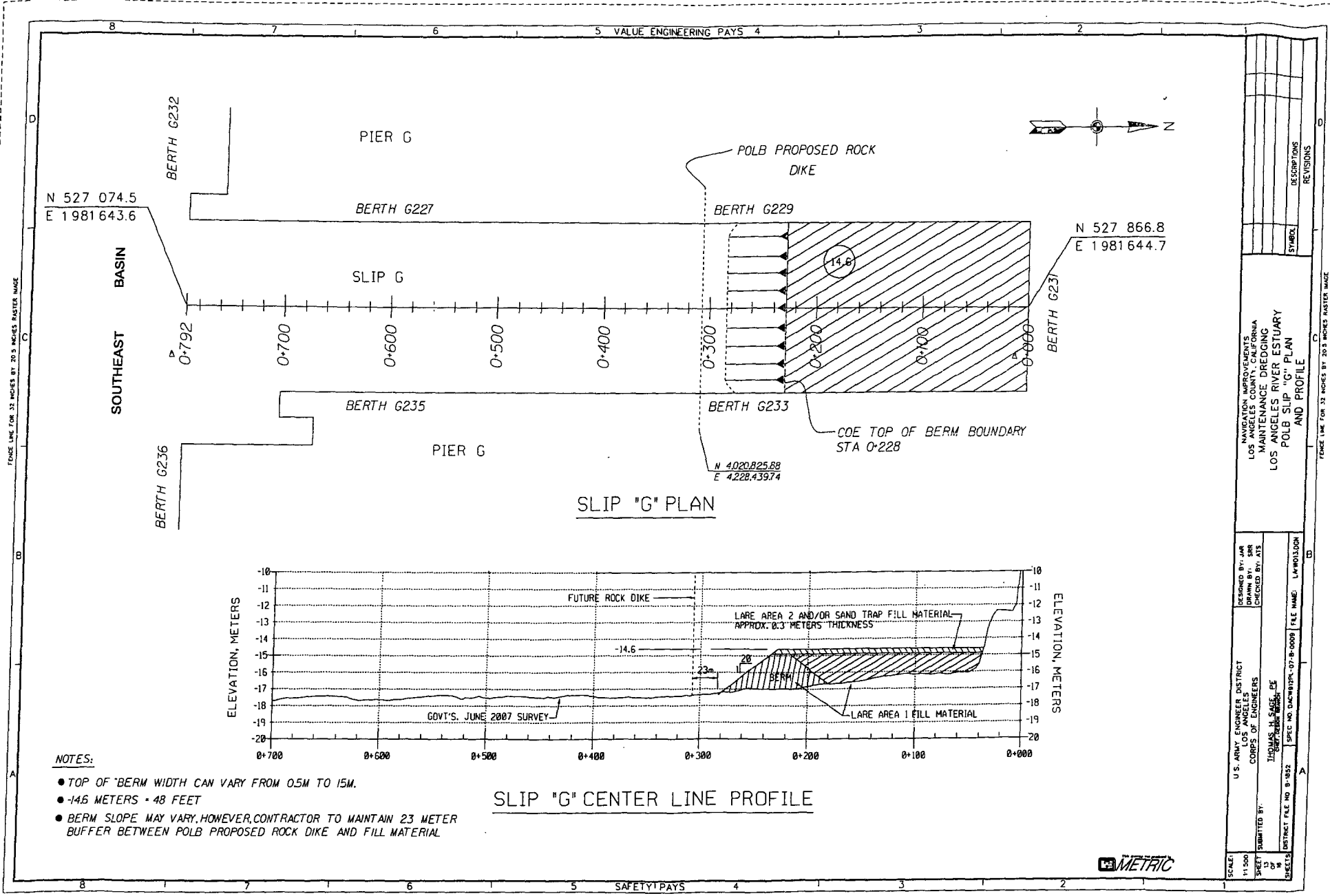
FENCE LINE FOR 32 INCHES BY 20.5 INCHES MASTER MADE

FENCE LINE FOR 32 INCHES BY 20.5 INCHES MASTER MADE

SYMBOL	BOUNDARY	SCALE	ASSOCIATION	DESCRIPTION	DATE	APPROVAL
	BOUNDARY	SCALE	ASSOCIATION	DESCRIPTION	DATE	APPROVAL

NAVIGATION IMPROVEMENTS
 LOS ANGELES COUNTY, CALIFORNIA
 MAINTENANCE DREDGING
 LOS ANGELES RIVER ESTUARY
 PROFILE AND QUEEN'S WAY BRIDGE DETAIL

DESIGNED BY: JAM
 DRAWN BY: SPR
 CHECKED BY: JTS
 U.S. ARMY ENGINEER DISTRICT
 CORPS OF ENGINEERS
 THOMAS H. SAGE, PE
 LICENSE NO. 10000
 DISTRICT FILE NO. 8
 SUBMITTAL FILE NO. DACW100-07-10-0008
 FILE NAME: LAF-1012.000



SLIP "G" PLAN

SLIP "G" CENTER LINE PROFILE

NOTES:

- TOP OF BERM WIDTH CAN VARY FROM 0.5M TO 15M.
- -14.6 METERS = 48 FEET
- BERM SLOPE MAY VARY, HOWEVER, CONTRACTOR TO MAINTAIN 23 METER BUFFER BETWEEN POLB PROPOSED ROCK DIKE AND FILL MATERIAL

NAVIGATION IMPROVEMENTS LOS ANGELES COUNTY, CALIFORNIA MAINTENANCE DREDGING LOS ANGELES RIVER ESTUARY POLB SLIP "G" PLAN AND PROFILE	
DESIGNED BY: JAR	CHECKED BY: JIS
U.S. ARMY ENGINEER DISTRICT LOS ANGELES CORPS OF ENGINEERS	THOMAS H. SARGENT & JAY D. WALKER ENGINEERS ARCHITECTS SPEC. NO. DACW40PP-07-B-0009
FILE NAME: L4W01LD00R	
SCALE: 1"=50'	
SHEET 13	SHEETS 15



FENCE LINE FOR 32 INCHES BY 20.5 INCHES MASTER IMAGE

FENCE LINE FOR 32 INCHES BY 20.5 INCHES MASTER IMAGE

DREDGING CONTRACT EXHIBIT "B"

MEASUREMENT AND PAYMENT

A. MOBILIZATION AND DEMOBILIZATION

Payment for "Mobilization and Demobilization" will be made at the Contract lump sum price for Bid Item No. 1 "Mobilization and Demobilization." This price and payment shall be the full compensation for moving all plant, labor, materials, and equipment to the site to perform the dredging, prepare equipment for work, and remove same from the site upon completion of the work.

Mobilization and demobilization shall consist of all preparatory work and operation, including, but not limited to, that necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of the staging area, including all offices, buildings, & other facilities necessary for work on the project; for the preparation for dredging; and for all other work and operations that must be performed or costs incurred prior to beginning work on the various Contract items at the project site.

Mobilization shall consist of pre-construction expenses and costs for preparatory work and operations performed by the Contractor, which occurs before 10 percent of the Awarded Contract Price is earned from other bid items.

Demobilization shall consist of all work required to prepare Dredging Plant and equipment for removal from the site and removing all plant, equipment, labor, and unused supplies and incidentals from the job site at the completion of the work, including and land-based staging area used in the prosecution of the work and cleanup of all facilities to pre-project conditions. Demobilization shall consist of post-construction expenses and work that occurs after 95 percent of the Awarded Contract Price is earned.

Items that are not to be included in the item of "Mobilization and Demobilization" are:

- Any portion of the work covered by a specific bid item or incidental work that is to be included on a bid item or items.
- Profit, interest on bond money, overhead, or management costs.

Partial payments will be made as follows:

- When 10 percent of the Awarded Contract Price is earned, excluding mobilization and amounts paid for materials on hand, 60 percent of the amount bid for "Mobilization and Demobilization" will be paid.
- When 95 percent of the Award Contract Price is earned from other bid items, excluding mobilization and amounts paid for materials on hand, the remaining amount bid for "Mobilization and Demobilization" will be paid.

DREDGING CONTRACT EXHIBIT "B"

B. DREDGING, TRANSPORT, AND DISPOSAL

The total amount of sediment removed will be measured by the in situ cy, which is determined by computing the volume between the bottom surface shown by the soundings of the pre-dredge survey and the bottom surface shown by the soundings of the post-dredge survey using the AutoCAD TIN methods. The final pay volume will be calculated by taking the total amount of sediment removed, minus sediment volume removed outside of the required dredge limits, and minus sediment volume removed below the payable overdepth elevation.

Payment will be made at the Contract unit price for Bid Item No. 2 "Dredging, Transport, and Disposal." The price and payment, therefore, shall constitute full compensation for dredging, sediment transport, and disposal at the specified disposal site. The price and payment for "Dredging, Transport, and Disposal" also includes all surveying work, associated QC, record keeping, reporting and submittals, maintenance and other downtime, debris screening and removal, and all other incidental items required for dredging and disposal operations. No payment will be made for sediment removed outside of the required dredge limits or below the payable elevations and grades as indicated on the Contract Plans, including nonpayable allowable overdepth and excessive dredging volumes.

C. ENVIRONMENTAL PROTECTION

Payment for environmental protection will be made at the Contract unit price for Bid Item No. 3 "Environmental Protection." The price and payment shall constitute full compensation for all labor, materials, equipment, tools, and other related incidental items of work related to environmental protection, including, if necessary, furnishing, installing making necessary adjustments, repairing, and removing silt curtains, oil booms, and other equipment necessary to maintain water quality. The price and payment of environmental protection shall also include associated QC, reports and submittals, water quality monitoring, and all other incidental items required for maintaining water quality.

D. FINAL PAYMENT

Final payment will be subject to deductions or corrections of deductions already made on an account of excessive dredging, dredging outside of authorized areas, material disposed of in an unauthorized manner, or damage to City's existing structures or infrastructure. No payment will be made for dredging or placement outside the limits and elevations prescribed in these Technical Specifications. Final acceptance of all or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error.

**DREDGING CONTRACT
EXHIBIT "C"**

WORKER'S COMPENSATION CERTIFICATION

**CALIFORNIA CODES
LABOR CODE
SECTION 1860**

1860. The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

**CALIFORNIA CODES
LABOR CODE
SECTION 3700**

3700 Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state, which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California.

DREDGING CONTRACT EXHIBIT "C"

3700.1. As used in this article:

- (a) "Director" means the Director of Industrial Relations.
- (b) "Private self-insurer" means a private employer which has secured the payment of compensation pursuant to Section 3701.
- (c) "Insolvent self-insurer" means a private self-insurer who has failed to pay compensation and whose security deposit has been called by the director pursuant to Section 3701.5.
- (d) "Fund" means the Self-Insurers' Security Fund established pursuant to Section 3742.
- (e) "Trustees" means the Board of Trustees of the Self-Insurers' Security Fund.
- (f) "Member" means a private self-insurer which participates in the Self-Insurers' Security Fund.
- (g) "Incurred liabilities for the payment of compensation" means the sum of an estimate of future compensation, as compensation is defined by Section 3207, plus an estimate of the amount necessary to provide for the administration of claims, including legal costs.

3700.5. (a) The failure to secure the payment of compensation as required by this article by one who knew, or because of his or her knowledge or experience should be reasonably expected to have known, of the obligation to secure the payment of compensation, is a misdemeanor punishable by imprisonment in the county jail for up to one year, or by a fine of up to double the amount of premium, as determined by the court, that would otherwise have been due to secure the payment of compensation during the time compensation was not secured, but not less than ten thousand dollars (\$10,000), or by both that imprisonment and fine.

(b) A second or subsequent conviction shall be punished by imprisonment in the county jail for a period not to exceed one year, by a fine of triple the amount of premium, or by both that imprisonment and fine, as determined by the court, that would otherwise have been due to secure the payment of compensation during the time payment was not secured, but not less than fifty thousand dollars (\$50,000).

(c) Upon a first conviction of a person under this section, the person may be charged the costs of investigation at the discretion of the court. Upon a subsequent conviction, the person shall be charged the costs of investigation in addition to any other penalties pursuant to subdivision (b). The costs of investigation shall be paid only after the payment of any benefits that may be owed to injured workers, any reimbursement that may be owed to the director for benefits provided to the injured worker pursuant to Section 3717, and any other penalty assessments that may be owed.

Form **W-9**
 (Rev. October 2007)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) The Dutra Group	
Business name, if different from above Dutra Dredging Company	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 2350 Kerner Boulevard, Suite 200	Requester's name and address (optional)
City, state, and ZIP code San Rafael, CA 040-1	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Diana M. Britting, Contracts Administrator Date ▶ December 13, 2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,