

ENGINEERING DIVISION WORKING COPY
RETURN TO FILE

Serial No. DACW33-70-B-0012

SPECIFICATIONS
FOR
MAINTENANCE DREDGING
IN
CHATHAM (STAGE) HARBOR
MASSACHUSETTS

1969 December 12

NEW ENGLAND DIVISION
CORPS OF ENGINEERS WALTHAM, MASSACHUSETTS

NED

NEW ENGLAND DIVISION

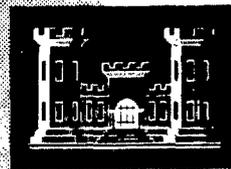


Wear Your HARD HAT

*"a
little care
makes
mishaps rare"*



The Head You Save WILL BE YOUR OWN



U.S. ARMY CORPS OF ENGINEERS

Serial No. DACW33-70-B-0012

TABLE OF CONTENTS

INVITATION FOR BIDS

PART I - SPECIAL PROVISIONS

PART II - TECHNICAL PROVISIONS

BID FORM

Serial No. DACW33-70-B-0012

INVITATION FOR BIDS
(CONSTRUCTION CONTRACT)

DATE

1969 December 12

NAME AND LOCATION OF PROJECT

Maintenance Dredging in
Chatham (Stage) Harbor,
Chatham, Massachusetts

DEPARTMENT OR AGENCY

Department of the Army
Corps of Engineers

BY (Issuing office)

Division Engineer
Department of the Army
New England Division, Corps of Engineers
424 Trapelo Road, Waltham, Mass. 02154

Sealed bids in duplicate for the work described herein will be received until 2:00 P.M., E.S.T., 1970 January 6, at U.S. Army Engineer Division, New England, 424 Trapelo Road, Waltham, Mass., and at that time publicly opened.

Information regarding bidding material, bid guarantee, and bonds.

1. Bids may be mailed to: The Division Engineer, New England Division, Corps of Engineers, 424 Trapelo Road, Waltham, Mass. 02154
2. In lieu of mailing, bids may be delivered in advance to: The Bids Receiving Desk, Bldg. 109S at the above address. Just prior to the bid opening, bids may be delivered directly to the Contracting Officer in Bldg. 100A (Library).
3. Bids will be opened at: Bldg. 100A (Library), 424 Trapelo Road, Waltham, Mass.
4. Bids shall be submitted on Standard Form 21 (Bid Form - Construction Contract) prepared in accordance with Standard Form 22 (Instructions to Bidders). The bidder awarded the contract will be required to execute the standard contract form for construction contracts (Standard Form 23) with Standard Form 23A, General Provisions, and supplement thereto) and Standard Form 19A (Labor Standards Provisions) which set forth the contract clauses.
5. Bid guarantee as hereinafter specified in a penal sum of 20% of the bid price or \$3,000,000 whichever is the lesser, will be required if the bid price is in excess of \$2,000. If the guarantee is submitted in the form of a bid bond, Standard Form 24 will be used, and the bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

Description of work: The work to be done consists of furnishing all plant, labor, materials, and equipment and performing all work required for the removal and satisfactory disposal of all materials dredged from the shoal areas in the 10-foot entrance channel through Harding Beach to Stage Harbor. The required dredging will be to a depth of 10 feet below mean low water with an allowance of one-foot overdepth dredging. An approved on-shore spoil area is provided for disposal of materials.

BIDS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS INVITATION FOR BIDS, INCLUDING ATTACHMENTS. THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN 18 U.S.C. 1001.

READ THE FOLLOWING IN CONJUNCTION
WITH INSTRUCTIONS TO BIDDERS
(U.S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS
(Construction Contract)

1. Each bidder shall furnish a list of the plant available to the bidder and proposed for use on the work.
2. Bidders are required to acknowledge receipt of all amendments to this invitation on the Bid Form (Standard Form 21) in the space provided, or by separate letter or telegram prior to opening of bids. Failure to acknowledge all amendments may cause the rejection of the bid.
3. If the bidder, by checking the appropriate box provided therefor in this bid, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, he may be requested by the Contracting Officer to furnish a completed Standard Form 119, "Contractor's Statement of Contingent or Other Fees for Soliciting or Securing Contract." If the bidder has previously furnished a completed Standard Form 119 to the office issuing this Invitation for Bids, he may accompany his bid with a signed statement, (a) indicating when such completed form was previously furnished, (b) identifying by number the previous invitation for bids or contract, if any, in connection with which such form was submitted, and (c) representing that the statements in such previously furnished form are applicable to this bid.
4. Modifications Prior to Date Set for Opening Bids. - The right is reserved, as the interest of the Government may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. Copies of such amendments as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which require material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the Division Engineer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.
5. The Government further reserves the right to make award on any or all schedules of any bids, unless the bidder qualifies such bid by specific limitation; also to make award to the bidder whose aggregate bid on any combination of bid schedules is low. For the purpose of this Invitation for Bids, the word "item," as used in paragraph 10 (c) of Standard Form 22, shall be considered to mean "schedule."

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(U.S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS
(Construction Contract)

6. Notice Regarding Buy American Act (Oct. 1966) - The Buy American Act (41 U.S.C. 10a-10d) generally requires that only domestic construction material be used in the performance of this contract. Exception from the Buy American Act shall be permitted only in the case of nonavailability of domestic construction materials. A bid or proposal offering nondomestic construction material will not be accepted unless specifically approved by the Office of the Secretary of Defense. When a bidder or offeror proposes to furnish nondomestic construction material, his bid or proposal must set forth an itemization of the quantity, unit price, and intended use of each item of such nondomestic construction material. When offering nondomestic construction material pursuant to this paragraph, bids or proposals may also offer, at stated prices, any available comparable domestic construction material, so as to avoid the possibility that failure of a nondomestic construction material to be acceptable under this paragraph will cause rejection of the entire bid.

7. Affiliated Bidders. - a. Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both.

b. Each bidder shall submit upon request of the Government an affidavit containing information as follows:

- (i) whether the bidder has any affiliates;
- (ii) the names and addresses of all affiliates of the bidder; and
- (iii) the names and addresses of all persons and concerns exercising control or ownership of the bidder and any or all of his affiliates, and whether as common officers, directors, stockholders holding controlling interest, or otherwise.

Failure to furnish such an affidavit promptly upon request may result in rejection of the bid.

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WITH INSTRUCTIONS TO BIDDERS
(U. S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS
(Construction Contract)

8. Parent Company Statement. - Bidders must execute the statement attached to and forming a part of the Bid Form furnishing information as to Parent Company and Employer Identification Number and submit one executed copy with the bid, if the amount of the bid exceeds \$10,000. This requirement is in addition to the information required under the provisions of the Affiliated Bidders clause above.

9. Sets of drawings, full size, and of specifications will be furnished upon receipt of payment of \$1.50 per set. If individual plan sheets are requested, they will be furnished at the rate of \$0.50 for each full size sheet requested, but with a minimum charge of \$1.00. The maximum charge shall not exceed the charge for a full set of plans. No refund of payment for drawings will be made and the drawings need not be returned to the Division Engineer. Additional copies of the specifications alone will be furnished an applicant at the rate of \$1.00 per copy. Payments will be made by cash, check, or money order and delivered to the Finance and Accounting Officer, Corps of Engineers, Department of the Army, 424 Trapelo Road, Waltham, Massachusetts, 02154. Checks and money orders should be made payable to "Treasurer of the United States". If the project is canceled or no award is made under this invitation, upon request, refund of the payment for the plans and specifications will be made upon return thereof to the issuing office, all charges prepaid.

10. Technical inquiries regarding the plans and specifications during the bidding period shall be made to Mr. Angelo Mauriello, Waltham, Mass., 894-2400, Ext. 533; or Mr. C. F. Sullivan, Waltham, Mass., 894-2400, Ext. 307 or 308.

11. Performance of Work by Contractor. - (Par. SP-17). - Each bidder shall submit a description of the work which he will perform with his own organization, and percentage of the total work this represents, and the estimated cost thereof.

READ THE FOLLOWING IN CONJUNCTION
WITH INSTRUCTIONS TO BIDDERS
(U. S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS
(Construction Contract)

12. Safety Requirements. - Clause 40 of the General Provisions, (Standard Form 23-A) incorporates and makes a part of the contract the Corps of Engineers Manual, EM 385-1-1, dated 1 March 1967, entitled "General Safety Requirements" as amended. Such requirements will be strictly enforced and adhered to by the contractor. Those bidders who do not have a copy of this manual or are not aware of its contents may familiarize themselves with its provisions by contacting the Government Inspector at the site or by visiting the Division Office in Waltham, Mass. Copies of this manual will be furnished the successful bidder after contract award has been made.

13. Pre-Award Information. - Each bidder shall, upon request of the Contracting Officer, furnish a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution, and giving such other information as will tend to show the bidder's ability to prosecute the required work. The "such other information" referred to above shall include, but is not limited to the following:

- a. The name and address of the office or firm under which such similar work was performed.
- b. A list of key personnel available for the instant project and their qualifications.
- c. A copy of the bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that the financial statement is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.
- d. A list of present commitments, including the dollar value thereof, and name of office under which the work is being performed.

PART I
SPECIAL PROVISIONS
(Index)

<u>Paragraph No.</u>	<u>Paragraph Title</u>	<u>Page No.</u>
SP- 1	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK	SP- 1
SP- 2	LIQUIDATED DAMAGES	SP- 1
SP- 3	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS	SP- 1
SP- 4	PHYSICAL DATA	SP- 2
SP- 5	RATES OF WAGES	SP- 4
SP- 6	VARIATIONS IN ESTIMATED QUANTITIES	SP- 5
SP- 7	LAYOUT OF WORK	SP- 5
SP- 8	MISPLACED MATERIAL	SP- 5
SP- 9	SIGNAL LIGHTS	SP- 6
SP-10	PROJECT BULLETIN BOARD	SP- 6
SP-11	CONTINUITY OF WORK	SP- 6
SP-12	INSPECTION	SP- 7
SP-13	FINAL EXAMINATION AND ACCEPTANCE	SP- 8
SP-14	SHOALING	SP- 8
SP-15	ACCOMMODATIONS AND MEALS FOR INSPECTORS	SP- 9
SP-16	AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER	SP- 9

<u>Paragraph No.</u>	<u>Paragraph Title</u>	<u>Page No.</u>
SP-17	PERFORMANCE OF WORK BY CONTRACTOR	SP- 9
SP-18	PAYMENT	SP-10
SP-19	ACCIDENT PREVENTION	SP-10
SP-20	SITE OF THE WORK	SP-10
SP-21	PLANT	SP-11
SP-22	PERFORMANCE AND PAYMENT BONDS	SP-11
SP-23	CLEANING-UP	SP-12
SP-24	CONTRACTOR QUALITY CONTROL	SP-12
SP-25	WORK IN QUARANTINED AREA	SP-14

PART I

SPECIAL PROVISIONS

SP-1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK. a. The contractor will be required to commence work under this contract within 15 calendar days after the date of receipt by him of notice to proceed, to prosecute said work diligently, and to complete the entire work ready for use not later than 30 calendar days after date of required commencement. The time stated for completion shall include final clean-up of the premises.

b. No work will be permitted under the contract during the period 1 April through 1 September.

c. If the total quantity to be paid for under this contract exceeds the quantity estimated in the schedule, additional time will be allowed at the rate of one calendar day for each additional 1,000 cubic yards removed.

SP-2. LIQUIDATED DAMAGES. - In case of failure on the part of the contractor to complete the work within the time fixed in the contract or any extensions thereof, the contractor shall pay the Government as liquidated damages, pursuant to the clause of the contract entitled "Termination for Default - Damages for Delay - Time Extensions", the sum of \$50 for each calendar day of delay.

SP-3. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS. - a. Three (3) sets of large scale contract drawings, maps and specifications will be furnished the contractor without charge, except for applicable publications incorporated into the Technical Provisions by reference. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the following contract drawings and maps, all of which form a part of these specifications and are available in the office of the New England Division, Corps of Engineers, 424 Trapelo Road, Waltham, Massachusetts, 02154.

<u>Drawing No.</u>	<u>Sheet No.</u>	<u>Title</u>	<u>Rev. No.</u>
Cm-74	1	Maintenance Dredging 10-Foot Channel	
Cm-74	2	Maintenance Dredging 10-Foot Channel	
Cm-74	3	Maintenance Dredging 10-Foot Channel - Spoil Area	

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

c. The contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. The contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

SP-4. PHYSICAL DATA. - Information and data furnished or referred to herein are furnished for the contractor's information. However, it is expressly understood that the Government will not be responsible for any interpretation or conclusion drawn therefrom by the contractor.

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

b. Tide and Weather Conditions. The mean range of tide in Chatham (Stage) Harbor, the site of work, is 3.9 feet and the spring range is 4.7 feet. The currents are mainly tidal with average velocities of less than one and one-half knots. The site of work is exposed to storms and wave action from the southwesterly quadrant and to a limited degree to storms from the southeast.

c. Condition of Channel. - The existing project at Stage Harbor, providing for a channel 10 feet deep at mean low water and 150 feet wide, was constructed by the Government in 1965 through Harding Beach, connecting the approach channel from Chatham Roads to Harding Beach and the inner channel in Stage Harbor. The approach channel was last dredged in 1957.

d. There are no bridges crossing the site of the work. There are no known cables crossing the site of the work. There are no known operable shellfish beds in the vicinity of the work, however the contractor shall investigate, locate and protect all operable shellfish beds and grounds established for oysters, scallops and clams which are under the control of the State, county or municipality in the proximity of the project. He shall obtain all necessary permits and so conduct his work that no justifiable claim may arise based on alleged damage to those beds.

e. Access Roads. - If land equipment is used, it will be necessary to use public roads and streets for transporting materials and equipment to the vicinity of the work site. The contractor shall obtain all necessary permits for his use of roads and streets and shall abide by all regulations governing speed, load limits and safety requirements established by proper authorities. Any damages to highways, roads, streets and appurtenances caused by the contractor's operations shall be completely repaired by the contractor without cost to the Government. There are no public roads extending to the site of the work; Harding Beach Road terminates at the paved parking lots of the Town Beach about one mile northwest from the channel relocation.

f. Temporary rights-of-way have been obtained by the Government from the Town of Chatham for access on Harding Beach. If any construction roadway is built by the contractor on this right-of-way, it shall be removed promptly and completely, and the area restored to its original form as soon as practicable after completion of construction, unless written permission is obtained by the contractor from the owner to leave said temporary construction roadway in its "as is" condition and such action is approved by the Contracting Officer.

g. Channel Traffic. - There are many pleasure and fishing boats which are either based in or use Stage Harbor. In addition, craft of the United States Coast Guard frequently use the channel from their base in Stage Harbor. Channel traffic is continuous throughout the year, although lighter during the winter months.

h. Obstruction of Channel. - The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance of Section 7 of the River and Harbor Act approved 8 August 1917. The contractor will be required to conduct the work in such 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, buoys, piles, and other marks placed by him under the contract in navigable water or on shore.

SP-5. RATES OF WAGES.

a. The minimum wages, including basic hourly rates of pay and fringe benefits payments, applicable to laborers and mechanics performing work on this project are set forth in Predetermination Decision No. AJ-5878 dated 12-9-69 issued by the Secretary of Labor in accordance with the Davis-Bacon Act, Labor Standards Provision 1 of Standard Form 19-A. A copy of the above decision is attached at the end of these Special Provisions. NOTE: The wage rates set forth at the end of these Special Provisions do not comprise the complete decision. In addition to the wage rates set forth, the complete decision of the Secretary of Labor contains wage rates for other classes of laborers and mechanics. Because it does not appear that the work called for by this invitation for bids will require the use of such other classes, the wage rates applicable to them have not been reprinted. However, in the event any such classes of laborers or mechanics actually are employed to perform work under the contract resulting from this invitation for bids, payment will be required as specified in the clause entitled "Davis-Bacon Act" at wage rates contained in the complete decision of the Secretary of Labor. Bidders desiring the complete decision may request it from the Contracting Officer.

b. Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs, and other bona fide fringe benefits except where required by other Federal, State or Local law.

c. Payment on Piecework Basis. - The payment of employees on a piecework basis is not, of itself, contrary to the Davis-Bacon Act. However, employers have a contractual and statutory obligation to assure that their employees are paid not less than the amounts due them, computed on the basis of the hours worked at the prescribed wage rates for the classification involved, with appropriate overtime payment. Employers must maintain payroll records adequate to ascertain compliance, and must submit payrolls showing actual hours worked and actual earning received each week.

SP-6. VARIATION IN ESTIMATED QUANTITIES. - a. Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than fifteen (15%) per cent above or below the estimated quantity stated in this contract, as it may hereafter be modified, an equitable adjustment in the contract unit price shall be made upon demand of either party. The above variation in dredging quantities will be calculated on the quantity of material removed above the project depth and side slopes only and will not be made on the material in the areas classified as "allowable overdepth".

b. If the parties fail to agree upon an equitable adjustment in the contract price or time, the dispute shall be determined as provided in the clause of the contract entitled "Disputes".

SP-7. LAYOUT OF WORK. - The contractor shall lay out his work from Government-established ranges and gages and shall be responsible for all measurements in connection therewith. The contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, range markers and labor as may be required in laying out any part of the work from the ranges and gages established by the Government. The contractor will be held responsible for the execution of the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the contractor, or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due, or to become due, the contractor.

SP-8. MISPLACED MATERIAL. - Should the contractor, during the progress of the work, lose, dump, throw overboard, sink or misplace any material, plant, machinery or appliance, which in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation, the contractor shall recover or remove the same with the utmost dispatch. The contractor shall give immediate notice, with description and location of such obstruction, to the Contracting Officer or inspector and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer, and the cost of such removal may be deducted from any money due or to become due the contractor, or may be recovered under his bond. The liability of the contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of 3 March 1899. (33 U.S.C. 410 et seq.)

SP-9. 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 on towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipes or in submarine or bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as 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).

SP-10. PROJECT BULLETIN BOARD. - The contractor shall furnish, install, and maintain during the life of the project, a sheltered bulletin board. The bulletin board shall be mounted, where and as approved by the Contracting Officer, in a prominent place accessible to all employees. The bulletin board shall remain the property of the contractor, and shall be removed by him upon completion of the contract work. The following information, which will be furnished by the Government to the contractor, shall be posted on the bulletin board and shall be maintained by the contractor in easily readable condition at all times for the duration of the contract.

a. The Equal Employment Opportunity poster and Standard Forms 38, "Notice to Labor Unions or Other Organizations of Workers" (when applicable) as required by General Provisions (Standard Form 23-A) Clause 21, "Nondiscrimination in Employment".

b. The schedule of minimum wage rates for the contract as required by Labor Standard Provisions (Standard Form 19A) Provision 1, "Davis-Bacon Act", with minimum wage rates poster (Form SOL-155).

SP-11. CONTINUITY OF WORK. - No payment will be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The contractor may be required to suspend dredging at any time when, for any reason, the gages or ranges cannot be seen or properly followed.

SP-12. INSPECTION. - The inspectors will direct the maintenance of the gages, ranges, location marks and limit marks in proper order and position, but the presence or absence of the inspector shall not relieve the contractor of responsibility for the proper execution of the work in accordance with the specifications. The contractor will be required:

a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the contractor will not be required to furnish such facilities for the surveys, prescribed in the clause entitled, "Final Examination and Acceptance".

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

c. To insure that all scows be kept in good condition, the coaming repaired and particular attention shall be paid to proper closure and water-tightness of packet doors to eliminate any seepage or leakage of material.

d. To insure that all pipelines for hydraulic dredges be kept in good condition at all times, and any leaks or breaks must be promptly and properly repaired.

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 may be deducted from any amounts due or to become due the contractor.

SP-13. FINAL EXAMINATION AND ACCEPTANCE. - a. As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding, or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or lack of contract depth be disclosed by this examination, the contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the Contracting Officer. The contractor or his authorized representative will be notified when soundings and/or sweepings are to be made and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two soundings or sweepings operations by the Government over an area be necessary by reason of work for removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the contractor at the rate of \$400 per day for each day in which the Government plant is engaged in sounding or sweeping 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.

SP-14. SHOALING. - If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, redredging at contract price, within the limit of available funds, may be done, if agreeable to both the contractor and the Contracting Officer.

SP-15. ACCOMMODATIONS AND MEALS FOR INSPECTORS. a. The contractor shall furnish regularly to inspectors and other Government personnel on board the dredge, towboats, and other craft, upon which they are employed, a suitable separate room for office purposes. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted, and shall have a comfortable chair for each inspector, and washing and toilet conveniences. In addition, the facilities on the dredge shall include a desk which can be locked. These facilities must be provided for at all times on all towboats going to dumping grounds. In the event that these facilities are not usually provided for on a dredge, a trailer properly equipped, as required above for a dredge, shall be provided at a convenient location within 15 calendar days of start of construction and shall be equipped with telephone service. The trailer will be provided for the exclusive use of Government personnel for the duration of the project and the contractor shall provide all services and supplies as specified above. No separate payment will be made for these facilities and all costs shall be included in the contract price. Failure of the contractor to meet these requirements will result in withholding of payments until the services are provided.

b. If the contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for by the Government at the rate of 75 cents per person for each meal.

SP-16. AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER. - The area engineer is the authorized representative of the Contracting Officer for the purpose of issuing instructions and modifications pursuant to Clause 3, Changes, of the General Provisions. The area engineer may execute on behalf of the Contracting Officer, contract modifications where the amount involved in each instance does not exceed \$10,000.

SP-17. PERFORMANCE OF WORK BY CONTRACTOR. - The contractor shall perform on the site, and with his own organization, work equivalent to at least 75% of the total amount of the work to be performed under the contract. If, during the progress of the work hereunder, the contractor requests a reduction in such percentage, and the Contracting Officer determines that it would be to the Government's advantage, the percentage of the work required to be performed by the contractor may be reduced, provided, written approval of such reduction is obtained by the contractor from the Contracting Officer.

SP-18. PAYMENT. - Payment for the item listed in the Bidding Schedule shall constitute full compensation for furnishing all plant, labor, equipment, appliances, and materials and for performing all operations required to complete the work in conformity with the drawings and specifications. All costs in connection with work not specifically mentioned in the Bidding Schedule shall be included in the contract prices for the item listed.

SP-19. ACCIDENT PREVENTION. - Contractor's Proposals. - The contractor's proposals for effectuating the requirements of Clause 40, "Accident Prevention" of the General Provisions, shall be submitted in quadruplicate to the Contracting Officer's representative prior to commencement of work.

SP-20. SITE OF THE WORK. - Definition of "Site of the Work" for purposes of the provisions of the Davis-Bacon Act, 40 U.S.C. 276a.

The Comptroller General of the United States, in Decision B-148076, dated 26 July 1963, issued an opinion which conflicts with the long established ruling of the Solicitor of Labor defining the "site of the work".

Pending resolution of this difference, the Department of Defense position is to follow the ruling of the Solicitor of Labor that the "Site of the Work" refers to the site of the contract work and includes not only the limited physical area where the structure or improvement is erected or built, but also certain other operations set up exclusively to furnish materials for the construction project. Accordingly, wages paid in connection with such operations shall be not less than the minimum wage rates, with appropriate adjustment for overtime hours established by the Secretary of Labor and included in the contract. The contractor must maintain complete payroll records for all employees working at these temporary facilities and must submit to the Contracting Officer weekly payrolls for said employees.

The tests to be used in determining whether such a facility is within the coverage of the Act are basically:

a. whether the facility is temporary and established virtually exclusively to meet the needs of the contract, or a series of contracts on an integrated project, rather than to serve the public generally;

b. whether the facility is located in the general area of the construction; and

c. whether the facility is integrated with the construction needs.

Any failure of the contractor to comply with the above may, pursuant to Clause 6 and 7 of the Labor Standards Provisions (Standard Form 19-A), result in the Government terminating the contract or withholding from the contract amount funds necessary to assure proper wage payment.

SP-21. PLANT. The contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications, and the plant shall be subject to inspection by the Contracting Officer at all times. All floating plant, including tow boats used for towing to and from proposed dumping grounds shall be certified by the U. S. Coast Guard, if required, or examined by a reputable marine surveying firm and a certificate or affidavit attesting to the seaworthiness of such floating plant shall be conspicuously posted on board. In addition, all operators of such craft shall be so certified by the U. S. Coast Guard, if required. Such certification shall be readily available for inspection by the Contracting Officer or his designated representative. All such certificates for both vessels and operators shall be renewed yearly.

SP-22. PERFORMANCE AND PAYMENT BONDS. - Within ten (10) days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract on the form prescribed by the specifications shall be executed and, if the contract price exceeds \$2,000, two bonds each with good and sufficient surety or sureties acceptable to the Government, furnished; namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). Each form shall show the contract number to which the bond applies. The penal sums of such bonds will be as follows:

a. **Performance Bonds.** - The penal sum of the performance bond shall equal one hundred per cent (100%) of the contract price. In accordance with Federal Tax Lien Act of 1966, the performance bond shall provide coverage for taxes imposed by the United States which are collected, deducted, or withheld from wages paid by the contractor in carrying out the contract.

b. Payment Bond. - (1) when the contract price is \$1,000,000 or less, the penal sum will be fifty per cent (50%) of the contract price.

(2) When the contract price is in excess of \$1,000,000, but not more than \$5,000,000, the penal sum shall be forty per cent (40%) of the contract price.

(3) When the contract price is more than \$5,000,000, the penal sum shall be \$2,500,000.

Any bonds furnished will be furnished by the contractor to the Government prior to commencement of contract performance.

SP-23. CLEANING-UP. - The contractor is referred to the General Provisions of this contract entitled "Cleaning-Up". In addition to the responsibilities set forth therein, the contractor must, upon physical completion and acceptance of the dredging project, remove all his equipment, floating plant, and materials from the area of the project. The Contracting Officer will not make final payment unless he is satisfied that the contractor has left the area free from equipment and materials which destroy the attractiveness of the project or adjacent area. The contractor must furnish to the Contracting Officer written permission from the property owners to store equipment after completion of the project, if waiver of the foregoing requirement is desired. Floating plant shall not be allowed to remain in the channels and local anchorages under any circumstances.

SP-24. CONTRACTOR QUALITY CONTROL. - The contractor shall provide and maintain an effective quality control program that complies with General Provision 23 of the contract entitled "Contractor Inspection System".

a. The contractor shall establish a quality control system to perform sufficient inspection and tests of all items of work, including that of his subcontractors, to ensure conformance to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. This control will be established for all construction except where the Technical Provisions of the contract provide for specific Government control by inspections, tests or other means. The contractor's control system will specifically include the surveillance and tests required in the Technical Provisions of the contract specifications.

b. The contractor's quality control system is the means by which he assures himself that his construction complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all construction operations and should be keyed to the proposed construction sequence.

c. The contractor's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance, special technicians, or testing facilities to provide capability for the controls required by the Technical Provisions of the Specifications.

d. The Contractor shall furnish to the Government within 5 days after receipt of the Notice to Proceed a quality control plan which shall include the procedures, instructions, and reports to be used. This document will include as a minimum:

1. The quality control organization.
2. Number and qualifications of personnel to be used for this purpose.
3. Authority and responsibilities of quality control personnel.
4. Methods of quality control including that for his subcontractor's work.
5. Method of documenting quality control operation, inspection, and testing.
6. Safety inspection procedures.
7. A copy of a letter of direction to the Contractor's representative responsible for quality control, outlining his duties and responsibilities, and signed by a responsible officer of the firm.

e. After the contract is awarded and before dredging operations are started, the contractor shall meet with the Contracting Officer, or his representative, and discuss quality control requirements. The meeting shall develop mutual understanding relative to details of the system, including the forms to be used for recording the quality control operations, inspections, administration of the system, and the interrelationship of contractor and Government inspection.

f. Unless specifically authorized by the Contracting Officer, no construction will be started until the contractor's quality control plan is approved in writing.

g. All compliance inspections will be recorded on an approved form, including, but not limited to, the specific items required in each technical section of the specifications.

h. If recurring deficiencies in an item or items indicate that the quality control system is not adequate, such corrective actions will be taken as directed by the Contracting Officer.

i. Separate payment will not be made for providing and maintaining an effective quality control program as required above, and the cost thereof shall be included in the applicable contract price for items on which payment is to be made.

SP-25. WORK IN QUARANTINED AREA. The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the contractor agrees to comply with the provisions of ER 1110-1-5 and attachments, a copy of which will be made available by the Contracting Officer upon request. The contractor agrees to assure compliance with this obligation by all subcontractors.

1 Incl
Classification & Wage Rates

DEPARTMENT, AGENCY, OR BUREAU AF, ARMY, MD, CG, FAA (IG), GSA, NAVY, NPC, PHS,
 HAA, WF, OE (CS), DFW, AAES, OE, PO, FHA, FAA (AS).
 LOCATION OF PROJECT (CITY OR OTHER DESCRIPTION)
Chatham
 STATE COUNTY
 MASSACHUSETTS BARNSTABLE
 DESCRIPTION OF WORK

DECISION NO.
87-5878
 DATE OF DECISION
 12-9-69
 EXPIRES
 4-8-70
 SUPERSEDES DECISION NO.

Maintenance Dredging in Chatham (Stage) Harbor

Dredge 1-Atl- R

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
<u>Dinner and Clamshell Dredges</u>						
Operators	\$5.62	.25	.15	a+5%		
Cranemen	5.40	.25	.15	a+5%		
Maintenance Engineers	5.27	.25	.15	a+5%		
Welders	5.17	.25	.15	a+5%		
Mates	4.80	.25	.15	a+5%		
Oilers, Firemen, Welders' Helpers	4.24	.25	.15	a+5%		
Deckhands	4.06	.25	.15	a+5%		
Scowmen	4.00	.25	.15	a+5%		
Engineer	5.56	.25	.15	a+5%		
<u>Hydraulic Dredges</u>						
Loveman	5.47	.25	.15	a+5%		
Engineer and derrick operators	5.40	.25	.15	a+5%		
Maintenance Engineer	5.29	.25	.15	a+5%		
Dredge carpenter, electricians, blacksmith, welders & boilerman	5.17	.25	.15	a+5%		
Mates	4.80	.25	.15	a+5%		
Oiler, Fireman, carpenter's helper, welder's helper & blacksmith helper	4.24	.25	.15	a+5%		
Deckhands and shoreman	4.00	.25	.15	a+5%		
Tug engineer	4.86	.25	.15	a+5%		
Tug deckhand	4.06	.25	.15	a+5%		
<u>Drill Boats</u>						
Engineer	5.57	.25	.15	b		
Blaster	5.6512	.25	.15	b		
Driller; Welder; Machinist	5.5712	.25	.15	b		
Fireman	5.3425	.25	.15	b		
Oiler	5.2262	.25	.15	b		
Drill helper	5.2262	.25	.15	b		

PAID HOLIDAYS:
 A-New Year's Day; B-Memorial Days
 C-Independence Day; D-Labor Day;
 E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:
 a. Holidays: A through F; Washington's Birthday and Veterans Day.
 b. Holidays: A through F; Washington's Birthday and Veterans Day (6 1/2) days of vacation with pay for 104 days of service one additional day of vacation with pay for each additional 21-2/3 days of service, all in one calendar year. Employees not qualifying for vacation to receive 1 day's vacation with pay for each full 24 days of service in one calendar year.

MASS.-1-TD-1-2-3-F

TRUCK DRIVERS - BUILDING, HEAVY AND HIGHWAY:

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & V	PENSIONS	VACATION	APP. TR.	OTHERS
Two axle equipment	3.97	.24	.35	a+b		
Three axle equipment	4.02	.24	.35	a+b		
Four and five axle equipment	4.12	.24	.35	a+b		
Low bed trailer	4.22	.24	.35	a+b		
Specialized earth moving equipment other than conventional	4.22	.24	.35	a+b		
Helpers on low beds	3.97	.24	.35	a+b		

PAID HOLIDAYS: (Where Applicable)

A-New Year's Day; B-Memorial Day;
C-Independence Day; D-Labor Day;
E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

- a. One half day's pay each month in which an employee has worked 15 days provided he has been employed for 4 months.
- b. Holidays: A through F, Washington's Birthday, Columbus Day and Veterans' Day after 30 days employment, provided an employee works two days of the calendar week in which the holiday falls.

Laborers:						
	BASIC HOURLY RATES	H & V	PENSIONS	VACATION	APP. TR.	OTHERS
Block Pavers, Curb Setters, Rammers	4.55	.20	.25		.05	
Blasters, Powdermen	4.60	.20	.25		.05	
Hod Carriers, Pneumatic-Gas-Elec. Tool Operator	4.10	.20	.25		.05	
Pipelayers (concrete-clay)	4.10	.20	.25		.05	
Laborers	3.85	.20	.25		.05	

MASS-1-PED-1-2-3- A

Power Equipment Operators:

Shovels, cranes, truck cranes, draglines, trench hoes, backhoes, three drum machines, derricks, pile drivers, elevator towers, hoists, gradalls, shovel dozers & front end loaders (except when pushing), fork lifts, augers, cherry pickers, boring machines, rotary drills, post hole hammers, post hole diggers, pavement breakers, cement concrete pavement machines, hoisting engines, pumpcrete machines, like loaders, sucking machines (when used as in shafts and tunnels), shaft hoists, steam engines, cableways, Booms over 150' including jib - additional \$.25 per hour
Booms over 185' including jib - additional \$.50 per hour
Booms over 220' including jib - additional \$.75 per hour
Booms over 275' including jib - additional \$1.00 per hour
Sonic or vibratory hammers, graders, scrapers more than 21 yards struck, tandem scrapers
Bulldozers, scrapers 21 yards struck or less, heavy and highway maintenance mechanics
Portable steam boilers, rollers, spreaders, tampers self-propelled or tractor drawn, asphalt pavers, grout pumps, locomotives or machines used in place thereof, building maintenance mechanics
Pumps (1-3 grouped), compressors, welding machines (1-3 grouped), generators, concrete vibrators, lighting plants, heaters (power driven 1-5), wellpoint systems (operating and installing), siphons-pulsometers, concrete mixers, valves controlling permanent plant air or steam, conveyors, Jackson type tampers, single diaphragm pump
Assistant engineers (firemen)
Oilers and apprentices (other than truck cranes and gradalls)
Oilers and apprentices on truck cranes & gradalls

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
	H & W	PENSIONS	VACATION	APP. TR.	OTHERS
\$6.335	.275	.30	a	.02	
6.215	.275	.30	a	.02	
6.215	.275	.30	a	.02	
5.965	.275	.30	a	.02	
5.23	.275	.30	a	.02	
5.755	.275	.30	a	.02	
4.55	.275	.30	a	.02	
4.605	.275	.30	a	.02	

PAID HOLIDAYS (where applicable): A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

Footnotes: a. Holidays: A through F; Washington's Birthday; Patriots' Day; Columbus Day; and Veterans' Day provided the employee has worked 3 days during the week of the holiday and is available for work the day preceding the holiday.

PART II
TECHNICAL PROVISIONS
(Index)

<u>Paragraph No.</u>	<u>Paragraph Title</u>	<u>Page No.</u>
1.	WORK COVERED BY CONTRACT PRICE	TP-1
2.	ORDER OF WORK	TP-1
3.	CHARACTER OF MATERIALS	TP-1
4.	DISPOSAL OF EXCAVATED MATERIAL	TP-1
4.2	Government-Furnished Disposal Areas	TP-1
4.3	Contractor-Furnished Spoil-Disposal Area	TP-2
5.	OVERDEPTH AND SIDE SLOPES	TP-6
5.1	Overdepth	TP-6
5.2	Side Slopes	TP-6
5.3	Excessive Dredging	TP-6
6.	MEASUREMENT AND PAYMENT	TP-6
7.	INSPECTION	TP-7

PART II

TECHNICAL PROVISIONS

1. WORK COVERED BY CONTRACT PRICE. The contract price per cubic yard for dredging shall include the cost of satisfactory removal and disposal of all materials, including mobilization and demobilization, as specified herein or indicated on the maps and drawings.

2. ORDER OF WORK. The contractor shall start and complete the work in such order of precedence as may be prescribed by the Contracting Officer.

3. CHARACTER OF MATERIALS.

3.1 The material to be removed to restore to the required depth within the areas shown on the maps referred to in Paragraph SP-3 is that composing the shoaling that has occurred since the approach channel was last dredged in 1957 and in part to shoaling in the channel cut through Harding Beach in 1965.

3.2 Bidders are expected to examine the site of the work and decide for themselves the character of the materials.

4. DISPOSAL OF EXCAVATED MATERIAL.

4.1 The material excavated may be deposited in the Government furnished disposal area shown on the maps referred to in Paragraph SP-3 and described as follows:

4.2 Government Furnished Area.

Land owned by the Town of Chatham, known as Harding Beach, and situated on the northwest side of the channel. The maximum distance to which the material will have to be transported, if excavated by hydraulic method, is about 3,500 feet. The average distance is about 1,600 feet.

4.3 Contractor-Furnished Spoil-Disposal Area.

4.3.1 The bidder will be permitted to bid on alternate disposal areas other than that stipulated in these specifications, provided that he submits with his bid the information required by the form titled 'CONTRACTOR-FURNISHED DUMPING GROUND or LAND SPOIL AREA', attached to the bidding schedule, including the written permission of the owners of obtaining access to the proposed disposal areas, together with the written approval of the following Federal, State, and local fish and wildlife and pollution control agencies for use of the proposed disposal areas:

Federal Agencies

Division Engineer
U. S. Army Engineer Division, New England
424 Trapelo Road
Waltham, Mass. 02154

Regional Director
U. S. Fish and Wildlife Service
U. S. Post Office and Courthouse
Boston, Mass. 02109

Regional Director
Federal Water Pollution Control Administration
John F. Kennedy Building, Room 1041
Boston, Mass. 02203

State Agencies

Director
Division of Natural Resources
19th Floor, Leverett Saltonstall Bldg.
100 Cambridge Street
Boston, Massachusetts 02202

Local

Chairman
Board of Selectmen
Town Hall
Chatham, Massachusetts 02633

4.3.2 All expenses incurred in connection with furnishing the contractor-provided spoil disposal areas shall be borne by the contractor, and all materials deposited thereon and all operations in connection therewith shall be at the contractor's risk.

4.3.3 If the contractor proposes a disposal area at sea, sufficient inspectors of the New England Division will be assigned to the job by the Contracting Officer on a full-time basis in connection with disposal operations. The number of inspectors assigned by the Contracting Officer will be that necessary to cover all phases of the disposal of the dredged materials as determined from the contractor's schedule, and method of disposal operation to be submitted by the contractor prior to the commencement of the work. Once submitted by the contractor a 30-day notice must be given for any proposed changes in the schedule and method of operation. Costs in connection with the Government inspection of disposal operations will be paid for by the contractor, and shall be included in his unit bid price for dredging.

4.3.4 For bidding purposes only, the average daily cost of a full-time inspector per shift is estimated at \$60 based on a 7-day week. All disposal operations at sea in the approved disposal area will be performed under a permit issued by the New England Division. This permit shall be requested, in writing, by the contractor after the award of the contract. The contractor will be billed by the Government on a monthly basis for the actual costs of disposal inspection.

4.3.5 Any bid which proposes the use of alternate spoil disposal areas that is not accompanied by written consent and approval required by Subparagraph 4.3.1 above will be considered non-responsive.

4.4 The contractor may submit bids based on the use of Government-furnished disposal area described herein, the use of acceptable contractor-furnished disposal areas, and a combination of the two. Other disposal areas may be proposed by the contractor after award of the contract, as outlined in Subparagraph 4.8.

4.5 Hydraulic disposal of dredged materials shall be subject to the following conditions:

4.5.1 The contractor shall construct necessary dikes, and conduct his work so that fill remains within the disposal area, and so that in no case the spoil material from the dredging or outflow from spoil disposal will reach any marsh areas outside the disposal area. Where existing drainage ditches or other natural or artificial means of drainage serve land areas adjacent to the disposal areas, the contractor shall be required to so conduct his work as not to interfere with such existing drainage.

4.5.2 The disposal areas shall be plainly marked by the contractor by conspicuous stakes, or ranges prior to use or construction of dikes.

4.5.3 All embankments, dikes or bulkheads needed for confining or grading the material, with necessary waste weirs, shall be provided and maintained by the contractor, and the cost thereof included in the contract price.

4.5.4 The material shall be disposed of on approved spoil areas to such elevations as may be approved by the Contracting Officer.

4.5.5 All embankments or bulkheads and dikes with necessary waste weirs required for confining or grading the material must be provided and satisfactorily maintained by the contractor. During disposal operations, drainage of the areas shall be only through spillways of dimensions satisfactory to the Contracting Officer. Upon completion of work, all dikes shall be breached at suitable locations to permit drainage of surface water. At each spillway location, after drainage of surface water, the spillway opening shall be closed by a secondary dike at least 3 feet wide at the top and 2 feet above the elevation of material in the fill area, such secondary dike shall be constructed at the spillway site after removal of the spillway floor and sidewalls and tied to the main dike. Openings in the main dike shall then be made on both sides of the secondary dike to below the fill elevation and sand bags installed to permit drainage of the fill area without erosion of the dikes.

4.5.6 The contractor shall be required to take all precautions as in the opinion of the Contracting Officer may be necessary to prevent the escape of material through the waste weirs or through the embankments or bulkheads or otherwise, into navigable waters or onto adjacent lands. Boards added to raise the elevation of waste weirs shall fit tightly on the lower boards and shall be securely fastened in place so that they cannot be removed. A pooled area for settling fine materials in the disposal area shall be maintained behind the spillway so that a depth of at least 12 inches of water, measured from the top of the waste weir, exists 5 feet from the waste weir at all times that filling operations are in progress.

4.5.7 Standard tests of the effluent through the waste weirs will be made by the use of a one-quart mason fruit jar and powdered alum. If after allowing the sample to stand for thirty minutes, the precipitated material in the bottom of the jar is greater than $\frac{1}{4}$ inch, the contractor will be required to suspend dredging until the elevation of the waste weir has been raised to the satisfaction of the Contracting Officer.

4.5.8 All excavated material shall be deposited evenly so as not to form depressions in which pools of water will collect and stagnate. The areas shall be left as level and slightly as possible. The contractor will be required to construct such other drainage facilities as may be directed by the Contracting Officer to provide suitable drainage of the disposal areas and any adjacent areas the drainage of which is affected by operations in the disposal areas. In the event of a temporary stoppage of work during which time mosquito breeding might occur, no stagnant pool will be allowed to remain in the area.

4.5.9 No spoil materials or effluent will be placed or allowed to encroach on adjacent private properties, nor will any spoil materials, including any dikes, be allowed to be placed within 20 feet of the two roads each side of the Government-furnished spoil area.

4.5.10 Dikes may be constructed with materials within the disposal area, if suitable. Use of dredged materials from the entrance channel area for dikes will be permitted provided the material is suitable.

4.6 Unless specifically authorized by the Contracting Officer, no disposal of spoil materials shall be done until the spoil area with necessary contractor-provided facilities is approved in writing.

4.7 Any material that is deposited elsewhere than in places designated or approved by the Contracting Officer will not be paid for, and the contractor may be required to remove such misplaced material and deposit it where directed at his expense.

4.8 If, after the award of the contract, disposal areas other than the one stipulated in these specifications are proposed, their acceptance will be subject to the approval of the Contracting Officer after an adjustment of the contract price, if found necessary by the Contracting Officer to protect the Government interests. For onshore spoil areas, the contractor shall obtain written consent of the owners of the substituted grounds as well as the owners of the property involved in obtaining access thereto. For both onshore spoil areas and sea dumps, written approval of the agencies listed in paragraph TP 4.4.1 shall be obtained by the contractor and evidence thereof furnished to the Contracting Officer. All expenses incurred in connection with providing and making available such disposal areas shall be borne by the contractor, and all materials deposited thereon, and all operations in connection therewith shall be at the contractor's risk.

4.9 Substitution of disposal areas is not considered to be "value engineering" within the meaning of the VALUE ENGINEERING INCENTIVE clause of the contract, and the Government will be entitled to a credit for the use of alternate disposal areas as agreed upon pursuant to the "Changes" clause.

5. OVERDEPTH AND SIDE SLOPES.

5.1 Overdepth. - To cover inaccuracies of the dredging process, material actually removed from within the specified areas to be dredged to a depth of not more than one foot below the required depth will be estimated and paid for at the contract price.

5.2 Side Slopes. - Material actually removed, within the limits approved by the Contracting Officer, to provide for final side slopes not flatter than one vertical on three horizontal, (except that within the limits shown on the drawings, the final side slopes shall be one on 10.0 horizontal) but not in excess of the amount originally lying above these limiting side slopes will be estimated and paid for whether dredged in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material, capable of falling into the cut. In computing the limiting amount of side slope dredging, an overdepth of one foot measured vertically will be used. The above is not to be taken as a warranty that all slopes will stand on a slope of one vertical on three horizontal. Contractors should make their own determination as to what the angle of repose will be on all side slopes.

5.2.1 The contractor shall exercise caution in dredging operations in the vicinity of jetties, wharves and bulkheads so as not to damage or destroy the jetties, wharves and bulkheads by excess side slope dredging.

5.3 Excessive Dredging. - Material taken from beyond the limits as extended in the Provisions 5.1 and 5.2 above will be deducted from the total amount dredged as excessive overdepth dredging, or excessive side slope dredging for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of either SP-13, FINAL EXAMINATION AND ACCEPTANCE, or SP-14, SHOALING.

6. MEASUREMENT AND PAYMENT.

6.1 The total amount of material removed and to be paid for under the contract, will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last survey made before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after the entire work specified has been completed and included within the limits of the overdepth and side slopes described in Paragraph 5, less any deductions that may be required for misplaced material described in Paragraph 4.7.

6.2 Monthly partial payments will be based on daily inspector's reports. The inspector's reports are to be used for partial payments only and will not form the basis for acceptance of the work. Fifty percent of the estimated allowable overdepth will be withheld until after the final survey. The final survey for acceptance will be made as soon as practicable after completion, and final maps furnished and payment will be made to the contractor.

6.3 The maps and/or drawings already prepared (Paragraph SP-3, CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS) are believed to represent accurately average existing conditions, but the depths shown therein may be verified and corrected by soundings, taken before dredging. Determination of quantities removed and the deductions made therefrom to determine quantities by place measurement to be paid for in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

7. INSPECTION.

7.1 The contractor shall inspect for compliance with contract requirements and record the inspection of all operations, including, but not limited to, the following:

7.1.1 Dredged material (character, type, samples, classification).

7.1.2 Scow dumping (The contractor will be required to provide the inspection to assure disposal of the dredged material within the specified dumping ground). See Paragraph 4, DISPOSAL OF EXCAVATED MATERIAL for provision on inspection. The presence or absence of a Government inspector will not relieve the contractor of the responsibility for proper and legal disposal of materials as required.

7.1.3 Spoil Disposal. - Location and grade of retaining dikes, where required; limits and grade of spoil as deposited in spoil area.

7.1.4 Discharge Effluent. - Operation of waste weirs where constructed, any shoaling or leaks in pipeline.

7.2 The contractor will be required to prepare and maintain a daily report of operations and furnish copies thereof to the Contracting Officer's representative. Copies of the forms prescribed for recording the required information are attached. Further instructions on the preparation of the report will be furnished at a preconstruction conference. Information under cost distribution will not be required, except for columns on classification and hours.

7.3 A copy of the records of inspections as well as the records of corrective action taken, will be furnished the Government as directed by the Contracting Officer.

7.4 The contractor's inspection system will be provided in writing, and shall be made a part of this contract.

3 Incl

1. NED Form 107
2. NED Form 176
3. Form No. 28

Cont. No. _____

DAILY REPORT OF SCOW DUMPING

Report No. _____

Job No. _____ Permittee _____

Permit No. _____ Contractor _____ Dredge _____ Towboat _____

Date	Scow No.	Started From		Time Dumped	Returned To		Elapsed Time	Dumped At		Sounding After Dumping	Certification by Dumping Inspector**
		Place	Time		Place	Time		Dump	Bearings		

S
A
M
P
L
E

To the Contracting Officer, U.S. Army Engineer Division New England, Waltham, Mass.
 The report of scow dumping as indicated opposite my signature is certified to be correct.** Use reverse side for remarks.
 Inspector to fill in spaces below indicating date, name, schedule shift and shift actually worked.

Date	Inspector	Sched Shift		Shift Worked		Date	Inspector	Sched Shift		Shift Worked		Date	Inspector	Sched Shift		Shift Worked	
		From	To	From	To			From	To	From	To			From	To	From	To

Report of Operations of Dipper Classwell Bridge _____ Per _____ 19____
 Contract _____ Dated _____ Character of Work: New, Highway etc
 Exact Location of Work: _____
 Character of Materials: Gravel _____ Sand _____ Mud _____ Silt _____ Hardpan _____ Stone _____ Shell _____ Other _____
 Location of Dump _____ Distance to Dump _____
 Dumping Inspector _____ Weather Suitable for Dredging _____

Reach & Cut	Advance	Av. Width	Area Dredged	Depth Before	Depth After	Cut	Gross Yds. (Secs)	No. C.D.	Net Yds.	Location		Angles	
										Start Pt.	Range	Start	Finish

Monthly Totals	Today																																																																																																																																																																																																																																																																																																																																																																																																														
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DISTRICT _____

INCH PIPE LINE DREDGE _____

POWER, TYPE _____

H.P. _____

GENERAL DATA

Date or period: _____ Character of work: maintenance or new work

Object location of work: _____

Dredge depth (feet and tenths) before dredging: _____; after dredging: _____

Character of material and percentage of each: Gravel _____ Sand _____ Clay _____ Mud _____ Silt _____ Hardpan _____ Stone _____ Shell _____ Other _____

Number of shifts worked per day: _____ Total number of calendar days on which work was done: _____

Weather: _____ Number of persons in crew: _____

WORK PERFORMED		
Item	Unit	Quantity
Average width of cut	Feet	
Actual advance this period	Feet	
Actual advance previous to this period	Feet	
Actual advance to date	Feet	5
Length of discharge pipe	Feet	
Average lift	Feet	
Average pump speed	R.P.M.	
Amount dredged per pumping hour, gross Cu. Yds.		7
Cubic yards removed	Gross	Credited
Amount dredged this period	Cu. Yds.	5
Amount previously reported	Cu. Yds.	
Actual amount dredged to date	Cu. Yds.	5

DISTRIBUTION OF TIME		
Effective working time chargeable to cost of work		
Item	Hours	Minutes
Pumping		
Percentage of total time		
Non-effective working time chargeable to cost of work		
Item	Hours	Minutes
Handling pipe lines		
Handling swinging lines		
Clearing pump and pipe line		
Clearing cutter or suction head		
Taking on fuel and supplies		
To and from wharf or anchorage		
Changing location of plant on job		
Loss due to opposing natural elements		
Loss due to passing vessels		
Washing boilers		
Minor operating repairs		
Waiting for attendant plant		
Preparation		
Transferring plant between works		
Laytime off shift		
Sundays and holidays		
Fire and boat drills		
Miscellaneous		
Total		
Percentage of total time		

ATTENDANT PLANT		
Item	Name or number	Hours

Commodities (including supplies)	Consumed		Inventory (see note)	
	Unit	Quantity	Quantity	Value
Coal	Tons			
Oil	Bbls.			
Lubricants (Oil)	Gals.			
Lubricants (Grease)	Lbs.			
Other	Gals.			
Miscellaneous supplies				
Resistance supplies				
Total				

Lost time (Not chargeable to cost of work)		
Item	Hours	Minutes
Repair time chargeable to rental		
Collisions		
Out of commission		
Work performed by contract		
Miscellaneous		
Total		
Percentage of total time		
Total time in period		

Name of Contractor: _____
 Contract No.: _____
 Contract Period: _____
 Contract Price _____ Per Cubic Yd.
 Contractors Earnings: \$ _____

Note: Inventory space must be filled in on the last day of each month and also on the report made upon completion of each job.

NUMBER OF SUPERVISORY INSPECTIONS: By field personnel _____; By office personnel _____ % OF TOTAL TIME GAS EJECTION IN USE _____

REMARKS: (Include probable location next month): _____

Submitted by _____
 Title _____

BID FORM
(CONSTRUCTION CONTRACT)

REFERENCE

Serial No. DACW33-70-B-0012

Read the Instructions to Bidders (Standard Form 22)
This form to be submitted in

DATE OF INVITATION

1969 December 12

NAME AND LOCATION OF PROJECT

NAME OF BIDDER (Type or print)

MAINTENANCE DREDGING IN
CHATHAM (STAGE) HARBOR,
MASSACHUSETTS

(Date)

TO: Division Engineer
New England Division, Corps of Engineers
424 Trapelo Road
Waltham, Massachusetts 02154

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for

Maintenance Dredging in Chatham (Stage) Harbor, Massachusetts

in strict accordance with the General Provisions (Standard Form 23-A), Labor Standards Provisions Applicable to Contracts in Excess of \$2,000 (Standard Form 19-A), specifications, schedules, drawings, and conditions, for the following amount(s)

Set forth in attached Schedule ENG Form 1618-R

Supplement to Bid Form, page number 1, attached hereto, forms a part of this bid as does attached Unit Price Schedule, Plant and Equipment Schedule, and, if applicable, Contractor-Furnished Dumping Ground or Land Spoil Areas information sheet.

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within calendar days (30 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Standard Form 23, Construction Contract, and give performance and payment bonds on Government standard forms with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence the work within 15 calendar days after the date of receipt of notice to proceed, and to complete the work within * calendar days after the date of receipt of notice to proceed.

* For completion date or dates see Paragraph SP-1 of the Specifications.

RECEIPT OF AMENDMENTS The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):

The representations and certifications on the accompanying STANDARD FORM 19-B are made a part of this bid.

ENCLOSED IS BID GUARANTEE, CONSISTING OF	IN THE AMOUNT OF
NAME OF BIDDER (Type or print)	FULL NAME OF ALL PARTNERS (Type or print) (With Residential Addresses)
BUSINESS ADDRESS (Type or print) (Include "ZIP Code")	
BY (Signature in ink. Type or print name under signature)	
TITLE (Type or print)	

DIRECTIONS FOR SUBMITTING BIDS: Envelopes containing bids, guarantee, etc., must be sealed, marked, and addressed as follows:

Division Engineer
U. S. Army Engineer Division, New England
424 Trapelo Road
Waltham, Massachusetts 02154

Bids may be delivered in advance to the Bids Receiving Desk in Bldg. 1095 at the above address, or delivered directly to the Contracting Officer in Bldg. 100A (Library) just prior to the bid opening.

CAUTION—Bids should not be qualified by exceptions to the bidding conditions.

REPRESENTATIONS
AND CERTIFICATIONS
(Construction Contract)
(For use with SF 19 and 21)

REFERENCE (Enter same No.(s) as on SF 19/21)

NAME AND ADDRESS OF BIDDER (No., Street, City, State, and ZIP Code)

DATE OF BID

In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."

The bidder makes the following representations and certifications as a part of the bid identified above. (Check appropriate boxes.) (See 7. "Certification of Nonsegregated Facilities" on reverse side which

1. **SMALL BUSINESS** is included as part of these representations and certifications.
He is, is not, a small business concern. (For this purpose, a small business concern is a business concern, including its affiliates, which (a) is independently owned and operated, (b) is not dominant in the field of operation in which it is bidding on Government contracts, and (c) had average annual receipts for the preceding 3 fiscal years not exceeding \$7,500,000. For additional information see governing regulations of the Small Business Administration.)

2. **CONTINGENT FEE**

(a) He has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

3. **TYPE OF ORGANIZATION**

He operates as an individual, partnership, joint venture, corporation, incorporated in State of _____

4. **INDEPENDENT PRICE DETERMINATION**

(a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this procurement:

(1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor, and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2) (i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

THE FOLLOWING NEED BE CHECKED ONLY IF BID EXCEEDS \$10,000 IN AMOUNT.

5. **EQUAL OPPORTUNITY**

He has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he has, has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed sub-contractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

6. **PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER**

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below? Yes. No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above, is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

NAME OF PARENT COMPANY

MAIN OFFICE ADDRESS (No., Street, City, State, and ZIP Code)

(c) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

EMPLOYER
IDENTIFICATION NUMBER OF

PARENT COMPANY

BIDDER

NOTE.—Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

7. CERTIFICATION OF NONSEGREGATED FACILITIES. (Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). (MAR. 1968)

(NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

UNIT PRICE SCHEDULE
(To be attached to Bid Form)

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Amount</u>
1	Maintenance dredging to a depth of 10 feet.	22,000(1)	C.Y.	\$ _____	\$ _____

(1) Includes 12,000 cubic yards, one foot allowable overdepth.

NOTE 1. The extension of the unit price 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.

NOTE 2. All costs in connection with the mobilization and demobilization of the contractor's plant and equipment shall be included in the contract bid price.

NOTE 3. Above quantity is estimated.

PLANT AND EQUIPMENT SCHEDULE

Available Plant To Be Used

(To Be Attached To Bid Form)

The bidder must complete the PLANT AND EQUIPMENT SCHEDULE listing the plant available to the bidder and proposed to be used on the work.

BUCKET DREDGE (Clamshell / Dipper)(Check Type of Plant)

Number or Name	Manufacturer	Age & Condition	Size of Bucket	Capacity of Plant. (1) (cu.yds./mo.)	Swings per Hour	Type & HP of Engine

(1) When working materials similar to those anticipated to be encountered in the performance of work.

HYDRAULIC DREDGE

Number or Name	Manufacturer	Age & Condition	Inside Dia. Discharge Pipe	Capacity of Plant. (1) (cu.yds./mo.)	Type of Power	HP of Pump Engine

DRILL BOAT or DRILL BARGE

Number or Name	Manufacturer	Age & Condition	No. & Size of Drills		

ATTENDANT PLANT (Give columnar information pertinent to items listed, if to be used)

Name	No. to Be Used	HP of Engine	Length & Beam	Draft		Type of Power	Capacity (cu.yds.)
				Light	Loaded		
Tug							
Tug							
Launch							
Scow							
Scow							
Pipeline							
Shore Pontoon							

The following statement will be executed by all bidders: THE PLANT (WILL, WILL NOT) HAVE THE FACILITIES FOR FURNISHING THE MEALS REQUIRED BY PARAGRAPH SP -15 OF THE SPECIFICATIONS. ACCOMODATIONS FOR THE GOVERNMENT INSPECTOR WILL BE PROVIDED* (ON BOARD) (ON SHORE) AS REQUIRED BY PARAGRAPH SP -15. *DELETE INAPPLICABLE PROVISIONS.

CONTRACTOR-FURNISHED DUMPING GROUND or LAND SPOIL AREAS

(To be completed and furnished with Bidding Schedule, if disposal areas other than those specified are proposed)

The following information must be furnished at time of bidding on disposal areas proposed by the Bidder:

1. Offshore or Sea Dump

a. Latitude and Longitude of center _____

b. Description of Area (with sketch)

(1) Dimensions of Sides _____

(2) Direction of Sides _____

(3) Existing Depths at Mean Low Water _____

2. On Shore Spoil Areas:

a. Name and Address of Owner _____

b. Relative Location to Dredging Work _____

c. Description of Area (with sketch) _____

d. Number of Acres Available _____

e. Existing Ground Elevations and Proposed Elevation of Fill _____

f. Capacity of Area (Cu. Yds.) _____

(Continued on page C-FDGS-2)

2. On Shore Spoil Areas: (Continued from page C-FDGS-1)

g. Diking Proposed or Required _____

h. Planned Location of Spillways _____

3. For On Shore Spoil Areas:

Written evidence of consent by owner(s) for use of spoil disposal area(s) is attached.

Written evidence of the consent of the owner(s) for use of property involved in obtaining access to the spoil disposal area is attached.

Sketch(es), to the same scale as the contract drawings, showing the location(s) of spoil area(s) to be used and access thereto are attached.

4. For (Offshore) (Onshore) Spoil Areas:

Written evidence of consent for the use of such disposal area(s) by applicable conservation and pollution agencies are attached.

Name of Company

Signature of Bidder

Date

SUPPLEMENT TO BID FORM
(Construction Contract)

If a bid or modification to a bid based on unit prices is submitted and provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in the bid schedule must be stated or, if it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a prorata basis to every unit price in the bid schedule.

In case of error in the extension of prices, the unit price will govern.

The bidder warrants that he has available or under his control plant of the character and in the amount required to complete the proposed work within the specified time.

It is hereby warranted that in the event award is made to the bidder, there will be furnished under this contract, or used in the performance of the work covered by this contract, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States, except as noted below or otherwise indicated in this bid or authorized in the invitation.