



RFP No: W912PL-25-R-0001

**U.S. ARMY CORPS OF ENGINEERS
LOS ANGELES DISTRICT**

Channel Islands and Port Hueneme Harbors, Maintenance Dredging

Ventura County, California

Unrestricted

Construction Solicitation and Specifications

October 2024

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912PL25R0001	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	18 OCT 2024	1 OF 2

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

4. CONTRACT NUMBER W912PL25C0003	5. REQUISITION/PURCHASE REQUEST NUMBER W81EYN43381668	6. PROJECT NUMBER
7. ISSUED BY U.S.Army Corps of Engineers, Los Angeles Dist Attn:Contracting Division CESPL-CT-W 915 Wilshire Boulevard, 14th Floor Los Angeles, California 90017-3401	CODE	8. ADDRESS OFFER TO See Section 00 22 00 SUPPLEMENTARY INSTRUCTIONS PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS
9. FOR INFORMATION CALL	A. NAME Cameron Stokes	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) Cameron.Stokes@usace.army.mil

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):

Channel Islands/Port Hueneme Harbors Maintenance Dredging, Ventura County, CA

The work is located at Channel Islands Harbor and Port Hueneme, Ventura County, CA. The work includes providing biennial maintenance dredging of federal navigation channels and sand traps, and placing the vast majority of sand onto Hueneme Beach. Dredge quantities vary, but could reach 2,500,000 cubic yards per dredge cycle. The project includes a base bid for the first dredging cycle plus two options for additional dredging cycles.

Magnitude of the Proposed Project: \$25,000,000 to \$100,000,000.

The procurement will be conducted under FAR part 15 Contracting by Negotiation, FSC Code: Y1KF, NAICS Code: 237990 Other Heavy and Civil Engineering Construction - (Exception) Dredging and Surface Cleanup Activities. The size standard for NAICS 237990 Dredging is \$37,000,000.

This solicitation is Unrestricted. All responsive and responsible parties are invited to submit an offer.

OFFERORS PLEASE NOTE: This project may be delayed, canceled or revised at any time prior to award.

11. The Contractor shall begin performance within 10 calendar days and complete it within see 007300 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See *Section 00 73 00 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1:00 PM (hour) local time 18 NOV 2024 (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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
Manson Construction Co. 5209 E. Marginal Way South Seattle, WA 98134		(206) 762 - 0850 ; FAX (206) 764 - 8590	
DUNS NO. : UEI: UJGKNVYG6U23 TAX ID NO. (b) (6)		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
CAGE CODE NO. : OFCP9			
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 90 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

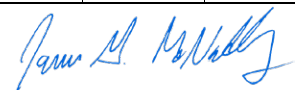
See Section 00 10 00 Solicitation Contract Line Item Number (CLIN) Schedule

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							
DATE	11/06/24	11/08/24	12/14/24							

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
James G. McNally, COO and Executive Vice President		11/18/2024

AWARD (To be completed by Government)**21. ITEMS ACCEPTED**

Line Item Nos. 0001-0007, in accordance with Section 00 10 00, Solicitation, Contract Line Item Number (CLIN) Schedule attached hereto; Request for Proposals No. W912PL25R0001, Amendment Nos. 0001-0003, drawings and conditions set forth therein; Proposal, Volumes I and II dated November 18, 2024; approved Small Business Subcontracting Plan; Amendment 0004 acknowledgment of Wage Decision No. CA20240015, all of which are incorporated and made a material part of this contract. The Government reserves the right to award CLINS for dredge cycle 2 and dredge cycle 3, at a later date, IAW FAR 52.217-7, "Option for Increased Quantity-Separately Priced Line Item." IAW FAR 52.204-19, "Incorporation by Reference of Representations and Certifications (Dec 2014)" the contractor's Representation and Certifications, including those completed via the System for Award Management (SAM) and hereby incorporated by reference into the contract

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
\$18,815,000.00	096 NA X 2024 3123 000 0000 CCS: 111 L1 2024 08 2450 014360 96041 3200 C85183 NA 10K876

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
		<input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()

26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY
USACE Los Angeles District Los Angeles Project office 645 N. Durfee Avenue South El Monte, CA 91733		USACE, Finance Center ATTN: CEFCO-AO-D 5722 Integrity Drive Millington, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 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.	<input type="checkbox"/> 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.
---	--

30A. 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	

STANDARD FORM 1442 BACK (REV. 4-85)



■ 1A.1: Amendment 0001

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE Nov 6, 2024		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USACE, - Los Angeles District Contracting Division, West Region Branch 915 Wilshire Blvd, 14th Floor Los Angeles, CA 90017		7. ADMINISTERED BY (If other than Item 6) See Item 6.		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Manson Construction Co. 5209 E. Marginal Way South Seattle, WA 98134 UEI: UJGKNVYG6UZ3 TAX ID NUMBER: 91-0306160 CAGE CODE: OFCP9				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W912PL25R0001 <input type="checkbox"/> 9B. DATED (SEE ITEM 11) Oct 18, 2024 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)


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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<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.)
 Channel Islands / Port Hueneme Harbors Maintenance Dredging, Ventura County, CA
 Amendment issued to incorporate the following: Replace in its entirety:
 * Table of Contents.
 * 00 10 00 CLIN Schedule / Bidders Notes.
 * 00 73 00 Supplementary Conditions
 * 00 73 46 Wage Rates. Updated Wage Rates dated October 25, 2024.
 * 01 22 00 Price and Payment Procedures
 * 01 33 00a Submittal Register.
 * 01 57 19 Temporary Environmental Controls. See Continuation page.

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) James G. McNally, COO and Executive Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 11/18/2024		16C. DATE SIGNED	

NSN 7540-01-152-8070
Previous edition unusable**STANDARD FORM 30** (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

■ 1A.2: Amendment 0002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 30 PAGES
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE Nov 8, 2024	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY USACE, - Los Angeles District Contracting Division, West Region Branch 915 Wilshire Blvd, 14th Floor Los Angeles, CA 90017	7. ADMINISTERED BY (If other than Item 6) See Item 6.	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Manson Construction Co. 5209 E. Marginal Way South Seattle, WA 98134 UEI: UJGKNVYG6UZ3 TAX ID NUMBER: 91-0306160 CAGE CODE: OFCP9		(X)	9A. AMENDMENT OF SOLICITATION NO. W912PL25R0001	
			9B. DATED (SEE ITEM 11) Oct 18, 2024	
			10A. MODIFICATION OF CONTRACT/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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<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.)

Channel Islands / Port Hueneme Harbors Maintenance Dredging, Ventura County, CA

Amendment issued to incorporate the following: Replace in its entirety:

- * Table of Contents.
- * 00 73 46 Wage Rates. Updated Wage Rates dated November 08, 2024.
- * sheet CN102 of the Plan Set. Reduced the dredge footprint of Area E at Channel Islands Harbor.

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) James G. McNally, COO and Executive Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/18/2024
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
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Prescribed by GSA FAR (48 CFR) 53.243

■ 1A.3: Amendment 0003

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 1		
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE Nov 14, 2024		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
USACE, - Los Angeles District Contracting Division, West Region Branch 915 Wilshire Blvd, 14th Floor Los Angeles, CA 90017		See Item 6.					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Manson Construction Co. 5209 E. Marginal Way South Seattle, WA 98134 UEI: UJGKNVYG6UZ3 TAX ID NUMBER: 91-0306160 CAGE CODE: OFCP9				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W912PL25R0001 <input type="checkbox"/> 9B. DATED (SEE ITEM 11) Oct 18, 2024 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<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.)
Channel Islands / Port Hueneme Harbors Maintenance Dredging, Ventura County, CA

Amendment issued to incorporate the following: Replace in its entirety:

- * Table of Contents.
- * 00 22 00 Supplementary Instructions. On page 3, added Tab # 6 -submit subcontracting plan.
- * 00 70 00 Conditions of the Contract. Removed Clause 52.223-2 on page 88.
- * 00 73 00 Supplementary Conditions. Revised Clause 5152.211-9001 -Variations in Estimated Quantities - Subline Items on page 14.

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) James G. McNally, COO and Executive Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/18/2024	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
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Prescribed by GSA FAR (48 CFR) 53.243



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, CORPS OF ENGINEERS
915 WILSHIRE BLVD, SUITE 1109
LOS ANGELES, CALIFORNIA 90017
December 02, 2024

REPLY TO
ATTENTION OF:
Office of the Chief
West Region Branch

Manson Construction Co.
5209 E Marginal Way S
Seattle, Washington 98134-2409

Mr. Jim McNally,

Reference is made to your proposal (price and technical) submitted on 18 November 2024.

The Department of Labor issued and updated Wage Determination effective 29 November 2024. In accordance with FAR 22.404-5(c)(3), I am issuing Amendment No. 0004 to incorporate the new wage determination, CA20240015 dated 11/29/2024 into the solicitation and ultimately, the final award document.

Please review and acknowledge Amendment No. 0004 and return it by 2:00PM PST on December 03, 2024. Email transmission is authorized to cameron.stokes@usace.army.mil.

Should you have any questions or concerns related to this request, the point of contact for this notification is Cameron Stokes at cameron.stokes@usace.army.mil.

Sincerely,

(b) (6)

James Costantino
Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE Dec 2, 2024	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USACE, - Los Angeles District Contracting Division, West Region Branch 915 Wilshire Blvd, 14th Floor Los Angeles, CA 90017		CODE	7. ADMINISTERED BY (If other than Item 6) See Item 6.		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. W912PL25R0001	
				9B. DATED (SEE ITEM 11) Oct 18, 2024	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> 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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
<input type="checkbox"/>					
<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 <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Channel Islands / Port Hueneme Harbors Maintenance Dredging, Ventura County, CA Amendment issued to incorporate the following: Replace in its entirety: * Table of Contents. * 00 73 46 Davis Bacon Wage - wage rates updated 11/29/2024.					
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) George H. Atkinson, Vice President			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED 12/3/24	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243



CERTIFIED COPY OF CORPORATE RESOLUTION

I, Jeffrey C. Arviso, Secretary of Manson Construction Co., a Washington corporation, do hereby certify that the following is a true and correct copy of a resolution that was unanimously adopted at a Meeting of the Board of Directors of Manson Construction Co., held at the office of the corporation in Seattle, Washington, on March 14, 2024, at which meeting a quorum was present at all times; and further certify that said resolution has not been repealed or amended and is still in full force and effect.

"RESOLVED, that Frederick P. Paup, Chairman of the Board and Executive Vice President; John A. Holmes, President and CEO; James G. McNally, Chief Operating Officer and Executive Vice President; Jon A. Rodriguez, Treasurer and Chief Financial Officer; Jeffrey C. Arviso, Senior Vice President and Secretary; John A. Roques, Senior Vice President; Ryan M. King, Senior Vice President; Gary L. Hendricks, Vice President; George H. Atkinson, Vice President; Daniel L. Hussin, Vice President; Bradley T. Martin, Vice President; Mark F. Openshaw, Vice President; Laurie A. Pinard, Vice President; Henry R. Schorr Jr., Vice President; Michael F. Warwick, Vice President; John D. Heckel, Assistant Secretary; Kyle B. Howell, Assistant Secretary; Matthew A. Lehmann, Assistant Secretary; Nancylee A. Oczkowski, Assistant Secretary; Brandt A. Stagni, Assistant Secretary; Steven A. Wiper, Assistant Secretary; Nina R. Williams, Assistant Secretary; Kyle T. Allen, Assistant Secretary; Raymond F. Cherhoniak, Assistant Secretary; Forrest R. Ray, Assistant Secretary; Matthew A. LaRue, Assistant Secretary and Thomas D. Gomez, Assistant Secretary; be authorized on behalf of Manson Construction Co. to sign Bids and Bid Bonds and to execute Contracts, Performance and Payment Bonds, and all other documents necessary for the execution and progress of contracts."

IN WITNESS WHEREOF, I have signed this instrument and caused the corporate seal of said corporation to be affixed this 14th day of March 2024.



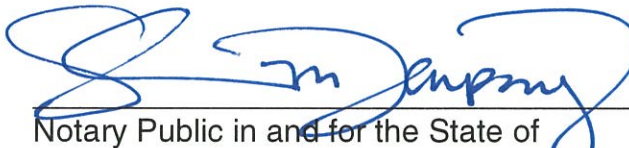
CORPORATE SEAL


 Jeffrey C. Arviso
 Senior Vice President and Secretary
 MANSON CONSTRUCTION CO.

STATE OF WASHINGTON)

COUNTY OF KING)

Subscribed and sworn before me this 14th day of March 2024.


 Notary Public in and for the State of
 Washington, residing in Lake Stevens.

**PACIFIC NORTHWEST (HQ)**

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Channel Islands and Port Hueneme Harbors Maintenance Dredging
Ventura County, California

W912PL-25-R-0001

BIDDING SCHEDULE

BASE BID

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Mobilization and Demobilization, First Cycle	1	Job	Lump Sum	\$ <u>4,300,000.00</u>
0002	Environmental Monitoring /Surveys and Reports	1	Job	Lump Sum	\$ <u>500,000.00</u>
0003	Port Hueneme – Approach and Entrance Channel First 35,000 Cubic Yards, First Cycle	35,000	Cubic Yards	\$ <u>12.00</u>	\$ <u>420,000.00</u>
0004	Port Hueneme – Approach and Entrance Channel Over 35,000 Cubic Yards, First Cycle	30,000	Cubic Yards	\$ <u>12.00</u>	\$ <u>360,000.00</u>
0005	Dredging, First Cycle – Channel Islands Harbor Areas B, C and D First 1,000,000 Cubic Yards, First Cycle	1,000,000	Cubic Yards	\$ <u>8.10</u>	\$ <u>8,100,000.00</u>
0006	Dredging, First Cycle – Channel Islands Harbor Areas B, C and D Over 1,000,000 Cubic Yards, First Cycle	500,000	Cubic Yards	\$ <u>8.10</u>	\$ <u>4,050,000.00</u>
0007	Dredging, First Cycle – Channel Islands Harbor Areas A and E	70,000	Cubic Yards	\$ <u>15.50</u>	\$ <u>1,085,000.00</u>
Total Base Bid					\$ <u>18,815,000.00</u>

OPTION ITEMS

1001	Mobilization and Demobilization, Second Cycle	1	Job	Lump Sum	\$ <u>4,100,000.00</u>
1002	Environmental Monitoring/Surveys & Reports- 2 nd cycle	1	Job	Lump Sum	\$ <u>505,000.00</u>
1003	Dredging, Second Cycle - Channel Islands Harbor – Areas B, C and D First 700,000 Cubic Yards, Second Cycle	700,000	Cubic Yards	\$ <u>8.30</u>	\$ <u>5,810,000.00</u>
1004	Dredging, Second Cycle - Channel Islands Harbor – Areas B, C and D Over 700,000 Cubic Yards, Second Cycle	400,000	Cubic Yards	\$ <u>8.50</u>	\$ <u>3,400,000.00</u>
1005	Dredging, Second Cycle – Channel Islands Harbor Areas A and E	50,000	Cubic Yards	\$ <u>16.00</u>	\$ <u>800,000.00</u>
1006	Port Hueneme Harbor – Approach Channel and Entrance Channel (2nd cycle) First 30,000 Cubic Yards	30,000	Cubic Yards	\$ <u>12.50</u>	\$ <u>375,000.00</u>
1007	Port Hueneme Harbor – Approach Channel and Entrance Channel (2nd cycle) Over 30,000 Cubic Yards	20,000	Cubic Yards	\$ <u>12.50</u>	\$ <u>250,000.00</u>
Total Option Items (Second Cycle)					\$ <u>15,240,000.00</u>

2001	Mobilization and Demobilization, Third Cycle	1	Job	Lump Sum	\$ <u>4,500,000.00</u>
2002	Environmental Monitoring/Surveys & Reports- 3 rd cycle	1	Job	Lump Sum	\$ <u>510,000.00</u>
2003	Dredging, Third Cycle - Channel Islands Harbor – Areas B, C and D First 700,000 Cubic Yards, Third Cycle	700,000	Cubic Yards	\$ <u>8.50</u>	\$ <u>5,950,000.00</u>
2004	Dredging, Third Cycle - Channel Islands Harbor – Areas B, C and D Over 700,000 Cubic Yards, Third Cycle	400,000	Cubic Yards	\$ <u>8.70</u>	\$ <u>3,480,000.00</u>

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Amendment 01

Channel Islands and Port Hueneme Harbors Maintenance Dredging
Ventura County, California

W912PL-25-R-0001

2005	Dredging, Third Cycle – Channel Islands Harbor Areas A and E	50,000	Cubic Yards	\$ 16.50	\$ 825,000.00
2006	Port Hueneme Harbor – Approach Channel and Entrance Channel (3rd cycle) First 30,000 Cubic Yards	30,000	Cubic Yards	\$ 13.00	\$ 390,000.00
2007	Port Hueneme Harbor – Approach Channel and Entrance Channel (3rd cycle) Over 30,000 Cubic Yards	20,000	Cubic Yards	\$ 13.00	\$ 260,000.00
Total Option Items (Third Cycle)					\$ 15,915,000.00

Total Estimated Amount, Base Bid plus Option Items \$ 49,970,000.00

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

- a. The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for the following:
 - (1) Furnishing all plant, labor, equipment, appliances, and materials required for performing the work.
 - (2) Performing all operations required to complete the work in conformity with the drawings and specifications.
- b. Include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

(End of provision)

ADDITIONAL BIDDER'S 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. Prices must be submitted on all individual items of the Solicitation, Contract Line Item Number (CLIN) Schedule. Failure to do so may cause the bid to be determined "non-responsive."
3. 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.

4. 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.
5. 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.
6. Amounts and prices shall be indicated in either words or figures, NOT BOTH.
7. The bidder/offeror shall distribute indirect costs (overhead, profit, bond, etc.) over all items in the Contract Line Item Number (CLIN) Schedule. The Government will review all submitted Solicitation, Contract Line Item Number (CLIN) Schedules for any unbalancing of the items. Any submitted Solicitation, Contract Line Item Number (CLIN) Schedule determined to be unbalanced may cause the bidder to be ineligible for award.
8. 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.
9. Some quantities are ESTIMATED, the bidders prices MUST BE FIRM.
10. 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.
11. 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 00 70 00 Conditions of the Contract.
12. Contractor is required to fill in Cage code, TIN and DUNS Number in Block No. 14 on Standard Form 1442, the Name and Address Block.

End of Section

SECTION 00 70 00
CONDITIONS OF THE CONTRACT

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52.202-1 DEFINITIONS (JUN 2020)

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--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- (d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 (MAY 2014)

(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, 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.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of Clause)

52.203-7 Anti-Kickback Procedures (JUN 2020)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection

with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.

(End of Clause)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102-2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the

Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

- (1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.

(End of clause)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

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(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

(a) Definitions. As used in this clause-- Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) (Federal Acquisition Regulation FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at <http://www.fsrc.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrc.gov> to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award, to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSR database at <http://www.fsr.gov> will be prepopulated with some information from SAM and the FPDS database. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.204-12 Unique Entity Identifier Maintenance (Oct 2016)

(a) Definition. Unique entity identifier, as used in this clause, means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at the System for Award Management (SAM) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(End of clause)

52.204-13 SYSTEM FOR AWARD MANAGEMENT Maintenance (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)(1)(i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://portal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)

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

Kaspersky Lab covered article means any hardware, software, or service that--

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means--

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from--

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)--

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.210-1 Market Research

NOV 2021

MARKET RESEARCH (NOV 2021)

(a) *Definition.* As used in this clause—

Commercial product, commercial service, and nondevelopmental item have the meaning contained in Federal Acquisition Regulation [2.101](#).

(b) Before awarding subcontracts for other than commercial acquisitions, where the subcontracts are over the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, the Contractor shall conduct market research to—

(1) Determine if commercial products, commercial services, or, to the extent commercial products suitable to meet the agency's needs are not available, nondevelopmental items are available that—

(i) Meet the agency's requirements;

(ii) Could be modified to meet the agency's requirements; or

(iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent;
and

(2) Determine the extent to which commercial products, commercial services, or nondevelopmental items could be incorporated at the component level.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 2020)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Certified cost or pricing data. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General. (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the

settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-- MODIFICATIONS (JUN 2020)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of execution of the modification, except that this clause does not apply to any modification if an exception under FAR 15.403-1(b) applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data--Modifications.

(End of Clause)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (JUN 2020)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of execution of the modification; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4 (a)(1) on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which certified cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which certified cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2024)

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

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern--

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that--

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c)(1) A joint venture qualifies as a small business concern if--

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protege is small under the size standard for the solicitation in a joint venture comprised of a mentor and protege with an approved mentor-protege agreement under a SBA mentor-protege program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)(1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023)--ALTERNATE II (NOV 2016)

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Commercial product" means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

"Commercial service" means a service that satisfies the definition of "commercial service" in FAR 2.101.

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual subcontracting plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master subcontracting plan" means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

"Reduced payment" means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

"Total contract dollars" means the final anticipated dollar value, including the dollar value of all options.

"Untimely payment" means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will--

- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;
 - (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
 - (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
 - (vi) Provide its prime contract number, its unique entity identifier, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
 - (vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating --
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-

disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided--

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the

Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns", or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual subcontracting plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702 (a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.219-16 Liquidated Damages-Subcontracting Plan (SEP 2021)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan (see 19.705-7), established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2024)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [] is, [] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(9) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-3 Convict Labor (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation (MAY 2018)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required

or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 Construction Wage Rate Requirements (AUG 2018)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount

designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (MAY 2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Construction Wage Rate Requirements statute prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <https://www.dol.gov/agencies/whd/forms>. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for

inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(a) Apprentices. (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has

received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

(a) Definition. Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of work" as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled--

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards--Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination--Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations (MAY 2014)

All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

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, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

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:

Goals for minority participation for each trade	Goals for female participation for each trade
21.5%	6.9%

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
[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

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

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if--

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by--

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)

(a) Definitions. "Covered area" means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary" means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number" means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

“Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html .

“Minority” means --

- (1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
- (3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and
- (4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html .

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

- (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at

least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of--

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(a) Definitions. As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

(DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in

(b)(3) of this section, must read, ``Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for--

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

- (ii) Advertising;
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;
 - (v) Acquiring visas, including any associated fees;
 - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
 - (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
 - (xi) Transportation and subsistence costs--
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
 - (xii) Security deposits, bonds, and insurance; and
 - (xiii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is--
- (i) Paid in property or money;
 - (ii) Deducted from wages;
 - (iii) Paid back in wage or benefit concessions;
 - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to--
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

- (A) Conducting an internal investigation; or
- (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--
 - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds \$550,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--
 - (i) To the size and complexity of the contract; and
 - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
 - (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
 - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees and potential employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
 - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) Posting.
 - (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
 - (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-54 Employment Eligibility Verification (MAY 2022)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-Verify.gov>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022)

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

"United States" means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

"Worker"--

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and --

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29

CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the

accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

~~52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024)~~

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

~~Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased~~

~~content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).~~

~~USDA designated product category means a generic grouping of products that are or can be made with biobased materials--~~

~~(1) That are listed by USDA in a procurement guideline (7 CFR part 3201, subpart B); and~~

~~(2) For which USDA has provided purchasing recommendations (available at <https://www.biopreferred.gov>).~~

~~(b) The Contractor shall report to <https://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and~~

~~(c) Submit this report no later than--~~

~~(1) October 31 of each year during contract performance; and~~

~~(2) At the end of contract performance.~~

~~(End of clause)~~

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313,

which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

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

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023)

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

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Free Trade Agreement country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is

waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-7 DRUG-FREE WORKPLACE (MAY 2024)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 26.505, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving (MAY 2024)

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

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent--

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, does not affect this authorization and consent.

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)

Except as otherwise provided, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-11 Individual Surety--Pledge of Assets (Feb 2021)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond--

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained--

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained--

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

52.228-12 Prospective Subcontractor Requests for Bonds (DEC 2022)

In accordance with section 806(a)(3) of Pub. L. 102-190, as amended by sections 2091 and 8105 of Pub. L. 103-355 (10 U.S.C. 4601 note prec.), 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 40 U.S.C. chapter 31, subchapter III, Bonds, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(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 therefor. 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 40 U.S.C. chapter 31, subchapter III, Bonds, 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)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$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 at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

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

[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, International Chamber of Commerce Publication No. -- (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

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, International Chamber of Commerce Publication No. -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of --[State of confirming financial institution].

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 (JUN 2020)

(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 valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, 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.

(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 the Treasury, Financial

Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(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)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-12 Tax on Certain Foreign Procurements (FEB 2021)

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

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means--

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements--Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall--

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be--

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this

contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

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

Affected CAS-covered contract or subcontract means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor--

(1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or

(2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

Cognizant Federal agency official (CFAO) means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

Desirable change means a compliant change to a Contractor's established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

Fixed-price contracts and subcontracts means--

(1) Fixed-price contracts and subcontracts described at FAR 16.202, 16.203, (except when price adjustments are based on actual costs of labor or material, described at 16.203-1(a)(2)), and 16.207;

(2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR Subpart 16.4);

(3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR Subpart 16.5); and

(4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR Subpart 16.6).

Flexibly-priced contracts and subcontracts means--

(1) Fixed-price contracts and subcontracts described at FAR 16.203-1(a)(2) 16.204, 16.205, and 16.206;

(2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);

(3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);

(4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and

(5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

Noncompliance means a failure in estimating, accumulating, or reporting costs to--

(1) Comply with applicable CAS; or

(2) Consistently follow disclosed or established cost accounting practices.

Required change means--

(1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently become applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or

(2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

Unilateral change means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

(b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230-2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; paragraph (a)(4) of the clause at FAR 52.230-4, Disclosure and Consistency of Cost Accounting Practices--Foreign Concerns; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution.

(1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.

(2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.

(3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clauses at FAR 52.230-3 and FAR 52.230-4, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.

(4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clauses at FAR 52.230-3 and FAR 52.230-4)--

(i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or

(ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.

(c) When requested by the CFAO, submit on or before a date specified by the CFAO--

(1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;

(2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;

(3) For any request for a desirable change that is based on the criteria in FAR 30.603-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and

(4) For any request for a desirable change that is based on criteria other than that in FAR 30.603-2(b)(3)(ii), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.

(d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall--

(1) Calculate the cost impact in accordance with paragraph (f) of this clause;

(2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts; and

(4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall--

(1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;

(2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include--

(i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and

(ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;

(3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and

(4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:

(1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs were incurred (i.e., whether or not the final indirect rates have been established).

(2) For unilateral changes--

(i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and

(iv) Calculate the increased cost to the Government in the aggregate.

(3) For equitable adjustments for required or desirable changes--

(i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and

(ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.

(g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease.

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) The increased or decreased cost to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(iii) The total overpayments and underpayments made by the Government during the period of noncompliance.

(4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to--

(i) Include only those affected CAS-covered contracts and subcontracts having--

(A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and

(B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and

(ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.

(3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.

(4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:

(1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs are incurred (i.e., whether or not the final indirect rates have been established).

(2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:

(i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.

(ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.

(3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.

(ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.

(4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.

(5) Calculate the increased cost to the Government in the aggregate.

(j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:

(1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.

(2) Issue a final decision in accordance with FAR 33.211 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.

(k) Agree to--

(1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clauses at FAR 52.230-3 and FAR 52.230-4; and

(2) Repay the Government for any aggregate increased cost paid to the Contractor.

(l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, 52.230-4, or 52.230-5--

(1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall--

- (1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and
 - (2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.
 - (n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.
- (End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
 - (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
 - (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in a form and detail required by the Contracting Officer.
 - (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
 - (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
 - (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)
- I hereby certify, to the best of my knowledge and belief, that--
- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-16 PROGRESS PAYMENTS (NOV 2021)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

- (i) Failure to make progress or
- (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to

which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the **TBD** (Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-17 INTEREST (MAY 2014)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(1) The date on which the designated office receives payment from the Contractor;

(2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document

(including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

- (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)
 - (iii) Contract number or other authorization for work or services performed (including order number and line item number).
 - (iv) Description of work or services performed.
 - (v) Delivery and payment terms (e.g., discount for prompt payment terms).
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
 - (xi) Any other information or documentation required by the contract.
- (3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
 - (ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(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 System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(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 SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; 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 SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other 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 SAM.

(End of Clause)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-1 Disputes. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting

Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

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

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) Notice. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after--

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor--

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) Content of notice. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within ____ calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024)

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

Commercial product, commercial service, and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

(iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(vii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232)

(viii) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(x) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(xi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

- (xii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (xiii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212(a)).
- (xiv) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xv) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xvii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
- (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
- (B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
- (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
- (End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished.
 - (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
 - (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
 - (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
 - (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
 - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
 - (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
 - (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
 - (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.
- (End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (OCT 2020)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs(c) (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$75,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the

Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the

work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include—

(i) Acts of God or of the public enemy,

(ii) Acts of the Government in either its sovereign or contractual capacity,

(iii) Acts of another Contractor in the performance of a contract with the Government,

(iv) Fires,

(v) Floods,

(vi) Epidemics,

(vii) Quarantine restrictions,

(viii) Strikes,

(ix) Freight embargoes,

(x) Unusually severe weather, or

(xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Federal Acquisition Regulation Supplement](#) (48 CFR [1](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting

officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (JAN 2023)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 4656 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 4656, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) Subcontracts. The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial products, commercial services, or commercial components.

(h) Pursuant to 10 U.S.C. 4656(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone 301-937-1542; www.ojp.usdoj.gov/BJA/grant/DPFC.html".

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Administrative Investigations, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 14L25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011. Website: <https://www.dodig.mil/Programs/Contractor-Disclosure-Program/>.

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2023)

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

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial product or commercial service.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this

contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)

(a) Definitions. As used in this clause—

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition

includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available via the internet at <https://csrc.nist.gov/publications/sp800>).

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibesia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/documents-templates/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

- (1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—
- (i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and
 - (ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.
- (2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.
- (3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.
- (d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.
- (e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.
- (f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information equipment that is necessary to conduct a forensic analysis.
- (g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.
- (h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.
- (i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—
 - (1) To entities with missions that may be affected by such information;
 - (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
 - (3) To Government entities that conduct counterintelligence or law enforcement investigations;
 - (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
 - (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
 - (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
 - (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)

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

Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

Litigation support means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

Litigation support contractor means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

Sensitive information means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products or commercial services.

(End of clause)

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023)

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

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that--

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

- (1) Consists of--
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
 - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

- (1) Consists of--
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review; and
 - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf>, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webpmsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023)

(a) Definition. Cooperative agreement holder means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304(l)); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Under Secretary of Defense for Acquisition and Sustainment to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of the threshold specified in Federal Acquisition Regulation 9.405-2(b) on the date of subcontract award with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management System (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)

(a) Definitions.

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that--

(1) Is maintained, reliable, and consistently applied;

(2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;

(3) Is consistent with and integrated with the Contractor's related management systems; and

(4) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards.

Estimating system includes the Contractor's--

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon data and information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.

(c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either--

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which certified cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract--

(i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which certified cost or pricing data were required; and

(ii) Was notified, in writing, by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO), in writing. If the Contractor wishes the Government to protect the data and information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is acceptable when the Contractor has provided the ACO with documentation that--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall--

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:

(i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.

- (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
 - (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
 - (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
 - (v) Provide for adequate supervision throughout the estimating and budgeting process.
 - (vi) Provide for consistent application of estimating and budgeting techniques.
 - (vii) Provide for detection and timely correction of errors.
 - (viii) Protect against cost duplication and omissions.
 - (ix) Provide for the use of historical experience, including historical vendor pricing data, where appropriate.
 - (x) Require use of appropriate analytical methods.
 - (xi) Integrate data and information available from other management systems.
 - (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
 - (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
 - (xiv) Provide procedures to update cost estimates and notify the Contracting Officer in a timely manner throughout the negotiation process.
 - (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
 - (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.
 - (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement.
- (e) Significant deficiencies.
- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
 - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
 - (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--
- (i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(f) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(g) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's estimating system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEC 2019)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

Summary Subcontract Report (SSR) Coordinator means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.

(b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal (section 8025 of Pub. L. 108-87)

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the cognizant contract administration activity for the Contractor.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) Submit the consolidated SSR for an individual subcontracting plan to the "Department of Defense."

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan resides with the SSR Coordinator.

(g) Include the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a), and to have further subcontracting opportunities.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7008 Prohibition of Hexavalent Chromium (JAN 2023)

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

Homogeneous material means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate.

Mechanically disjointed means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

(b) Prohibition.

(1) Unless otherwise specified by the Contracting Officer, the Contractor shall not provide any deliverable or construction material under this contract that--

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for commercial products or commercial services, that are for supplies, maintenance and repair services, or construction materials.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)

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

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Lithuania
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

United States means the 50 States, the District of Columbia, and outlying areas.

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) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7048 Export-Controlled Items (June 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

- (4) The Export Administration Regulations (15 CFR Parts 730-774);
 - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
 - (6) Executive Order 13222, as extended.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.227-7000 Non-estoppel. (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JAN 2023)

(a)(1) For contracts in which the Government will furnish the Contractor with technical data, the terms “covered Government support contractor,” “limited rights,” and “Government purpose rights” are defined in the clause at 252.227-7013, Rights in Technical Data--Other Than Commercial Products and Commercial Services.

(2) For contracts in which the Government will furnish the Contractor with computer software or computer software documentation, the terms “covered Government support contractor,” “government purpose rights,” and “restricted rights” are defined in the clause at 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation.

(3) For Small Business Innovation Research program contracts, the terms “covered Government support contractor,” “limited rights,” “restricted rights,” and “SBIR data rights” are defined in the clause at 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program.

(b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited rights, restricted rights, or SBIR data rights legends.

(i) The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR technical data or computer software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive

legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7.

(3) GFI marked with specially negotiated license rights legends.

(i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.

(4) GFI technical data marked with commercial restrictive legends.

(i) The Contractor shall use, modify, reproduce, perform, or display technical data that is or pertains to a commercial product or commercial service and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial products, or release or disclose such data to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause

(5) Covered Government support contractors. If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii) of this clause, the Contractor further agrees and acknowledges that—

(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;

(ii) The Contractor will take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;

(iii) The Contractor will ensure that the party whose name appears in the legend is notified of the access or use within thirty (30) days of the Contractor's access or use of such data or software;

(iv) The Contractor will enter into a non-disclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such non-disclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(v) That a breach of these obligations or restrictions may subject the Contractor to—

(A) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(d) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

- (ii) Performance-based payments;
- (iii) Commercial advance and interim payments;
- (iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;
- (v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

- (1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2014)

If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidations rate (excepting paragraph (k), Limitations on Unfinalized Contract Actions) to 90 percent.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 3862(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

(End of clause)

252.244-7000 SUBCONTRACTS FOR Commercial Products or Commercial Services (NOV 2023)

(a) The Contractor shall not include the terms of any Federal Acquisition Regulation (FAR) clause or Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial products or commercial services at any tier under this contract, unless--

(1) For DFARS clauses, it is so specified in the particular clause; or

(2) For FAR clauses, the clause is listed at FAR 12.301(d) or it is so specified in paragraph (e)(1) of the clause at FAR 52.212-5 or paragraph (b)(1) of the clause at FAR 52.244-6, as applicable. (Section 847(b)(1)(B), Pub. L. 114-328)

(b)(1) In accordance with 10 U.S.C. 3457(c), the Contractor shall treat as commercial products any items valued at less than \$10,000 per item that were purchased by the Contractor for use in the performance of multiple contracts with the Department of Defense and other parties and are not identifiable to any particular contract when purchased.

(2) The Contractor shall ensure that any items to be used in performance of this contract, that are treated as commercial products pursuant to paragraph (b)(1) of this clause, meet all terms and conditions of this contract that are applicable to commercial products or commercial services in accordance with the clause at FAR 52.244-6 and paragraph (a) of this clause.

(c) Subcontracts. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (JAN 2023)

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

"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.

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

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

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

"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.

"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.

"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

(ii) The supplies being transported are--

(A) Other than commercial products; or

(B) Commercial products 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 foreign-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;
 - (2) Name of vessel;
 - (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) If this contract exceeds the simplified acquisition threshold, 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 foreign-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM

CONTRACT

QUANTITY

DESCRIPTION	LINE ITEMS
TOTAL	

(g) If this contract exceeds the simplified acquisition threshold and 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 foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If 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; however, after the award of this contract, the Contractor learns that supplies 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 this clause.

(i) Subcontracts. In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, 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 (i), 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 (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

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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 * calendar days after Notice to Proceed.

The time stated for completion shall include final cleanup of the premises.

1 *Base Dredge Cycle: The number of calendar days is 85.

2 *Second Dredge Cycle: The number of calendar days is 75.

3 *Third Dredge Cycle: The number of calendar days is 75.

An additional 1 day will be added for every 20,000 cubic yards exercised **as part of CLIN 0006, 1004, 1006, 1007 and 2004, 2006 and 2007.**

4. *Complete CLINs 0002 / 1002 / 2002 –per specification section 01 57 19 Environmental Monitoring / Surveys and Reports within 730 calendar days of NTP (or award of task order)

(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 **\$2,856** 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.

(End of clause)

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 judgement of the Contracting Officer, is justified.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within *. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

*The Government may exercise any of the options in the Contract Schedule in accordance with the dates below. A preliminary notice of intent will be issued 14 days prior to issuing the Standard Form (SF) 30. Exercise of any option(s) will be by the Contracting Officer sending an e-mail with an attached Standard Form (SF) 30 "Modification of Contract" citing this section as the authority for exercising the option(s).

*

Second Dredge Cycle: The Government may exercise the option(s) for the Second Cycle by December 20th, 2026. If option item 1001 is exercised, option items 1002, 1003 and 1005 will also be exercised. **Option item 1004, 1006 and 1007 may or may not be exercised.**

Third Dredge Cycle: The Government may exercise the option(s) for the Third Cycle by December 20th, 2028. If option item 2001 is exercised, option items 2002, 2003 and 2005 will also be exercised. **Option item 2004, 2006 and 2007 may or may not be exercised.**

The Government may exercise the option for the Second Cycle without obligating it to exercise the option for the Third Cycle. The Government may exercise the option for the Third Cycle without having exercised the option for the Second Cycle.

(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 15% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(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 grab samples, dive samples, and borings.
- (b) Weather conditions. The contractor shall satisfy himself/herself as to the hazards likely to arise from weather conditions.
- (c) Transportation facilities. The contractor shall make his/her own investigations of the conditions of existing public and private roads and clearances, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of facilities or other limitations thereof shall not become a basis for claims against the Government or extensions of time for completion of work.
- (d) NA.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor

without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

- (a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(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)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving 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 its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(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.

(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)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

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;

(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:

Index to Drawings G-002

(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) 65% percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 35% percent upon completion of demobilization.

(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.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

- (1) Furnishing all plant, labor, equipment, appliances, and materials; and
- (2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

5152.211-9001 Variations in Estimated Quantities—Subline Items.

VARIATIONS IN ESTIMATED QUANTITIES — SUB LINE ITEMS (DEC 2019)

This variation in estimated quantities clause is applicable only to item Nos. 0003, 0004, 0005, 0006, 1003, 1004, **1006, 1007, 2003, 2004 and 2006 and 2007.**

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent subline item or elimination of all work under such a second or subsequent subline item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for item Nos. 0003, 0005, 1003, **1006, 2003 and 2006.** is less than 85% of the quantity of the first subline item listed under such item, the contractor will be paid at the contract unit price for that subline item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause at Federal Acquisition Regulation (FAR) 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under item Nos. 0004, 0006, 1004, **1007, 2004 and 2007.** exceeds 115% or is less than 85% of the total estimated quantity of the subline item under that item and/or if the quantity of the work performed under the second subline item or any subsequent subline item under item Nos. 0004, 0006, 1004, **1007, 2004 and 2007** exceeds 115% or is less than 85% of the estimated quantity of any such subline item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(End of clause)

PROCURING CONTRACTING OFFICER

The Contracting Officer who signs this contract will be the Procuring Contracting Officer for this contract. However, any Contracting Officer assigned to the Los Angeles District, contracting within his or her authority may take formal action on this contract when a contract action needs to be taken and the Procuring Contracting Officer is unavailable.
(End of statement)

NOTICE TO CONTRACTOR

Only a warranted Contracting Officer (either a Procuring Contracting officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.
(End of statement)

SAFETY REQUIREMENTS

If this contract is for construction or dismantling, demolition or removal of improvements with a Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U. S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, in effect on the date of the solicitation. The current version is dated 15 March 2024. This publication may be obtained online and is available for download at <http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM385-1-1.pdf> Any other Safety and Occupational specific questions can be addressed to the US Army Engineer District, Los Angeles, ATTN: Safety Office, 915 Wilshire Blvd, Suite 1109, Los Angeles, CA 90017.
(End of statement)

CONTRACTOR PERFORMANCE ASSESSMENT REPOSITORY SYSTEM (CPARS) (Construction)

The United States Army Corps of Engineers (USACE) follows the procedures for contractor performance assessments as detailed in the following guidance; FAR 42.15, DFARS 215.304 and 242.15, as well as, AFARS 5117.9005 and 5142.15 and the UAI 42.1502-100(1). In accordance with the provisions stated above, the contractor's performance shall be evaluated throughout the performance of the contract, at least once annually and at the completion of the contract.

For construction contracts at or above \$750,000.00, the USACE will evaluate contractor's performance and prepare a performance report using the Contractor Performance Assessment Repository System (CPARS), a web based system. The systems formerly known as Architect-Engineer Contract Administration Support System (ACASS) and Construction Contractor Appraisal Support System (CCASS) were incorporated into the CPARS (<https://www.cpars.gov>).

For evaluations of contractor performance on other services acquisition (other than construction or architect engineering), the responsible roles are: (a) Services Acquisition Assessing Official (AO): The AO shall be the KO (or when designated, the COR) responsible for the services acquisition and deliverables. Services Acquisition

Reviewing Official (RO): The RO shall be one level above the KO (or where a COR is designated the COR's Supervisor) assigned to the services acquisition and responsible for the management of the services acquisition performance.

The USACE Los Angeles District local CPARS Point of Contact (POC) is Abigail Banaga, telephone 213-452-3320 email abigail.c.banaga@usace.army.mil

For this acquisition the designated COR will be the assessing official with the Reviewing Official the COR's supervisor. Evaluation Schedule: A performance evaluation shall be performed annually from the date of award and at the time of contract completion.

After an evaluation (interim or final) is completed by USACE, the contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. The CPARS will notify the contractor with an electronic message when a completed performance evaluation is available for their retrieval from CPARS or the Past Performance Information Retrieval System (PPIRS) for finalized evaluation.

NOTE: Within 30 days from the date of award the Contractor shall provide to the Contracting Officer the name and contact information for their firms CPARS POC.

Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

Federal Veteran employment information at <http://www.fedshirevets.gov/index.aspx>

Department of Labor Veterans Employment Assistance <http://www.dol.gov/vets/>

Department of Veterans Affairs–VOW to Hire Heros Act <http://benefits.va.gov/vow/>

Army Wounded Warrior Program – <http://wtc.army.mil/modules/employers/index.html>

U.S. Chamber of Commerce Foundation–Hiring Our Heros <http://www.hiringourheroes.org/>

Guide to Hiring Veterans – Reference Material

http://www.whitehouse.gov/sites/default/files/docs/white_house_business_council_-_guide_to_hiring_veterans_0.pdf

(End of special contract requirement)

ANTI-TERRORISM/OPERATIONS SECURITY LANGUAGE

1. AT Level I Training. This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following

website: <http://jko.jten.mil/courses/at11/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum."

2. Access and General Protection/Security Policy and Procedures. This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes."

3. For contractors who do not require CAC, but require access to a DoD facility or installation. Proposed language: Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

4. Pre-screen candidates using E-Verify Program. Proposed language: "The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award." *When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

UDG 5115.404-73-1 ALTERNATE STRUCTURED APPROACH - CONSTRUCTION CONTRACTS (USACE ACQUISITION INSTRUCTION (UAI) 5115.404-73

(1) The following alternate structured approach shall be used for all fixed-price construction in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 215.404-4(b)(1).

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of risk	20		
Relative difficulty of work	15		
Size of job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
Total	100%		

(2) Based on the circumstances of the procurement action, each of the above factors shall be weighted from 0.03 to 0.12 as indicated below. "Value" shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

(a) Degree of risk. Where the work involves no risk or the degree of risk is very small, the weighting should be 0.03; as the degree of risk increases, the weighting should be increased up to a maximum of 0.12. Lump sum items shall generally have a higher weight than unit price items. Consider the nature of subcontractors, amount and type of labor included in costs and whether the negotiation is before or after performance of work. Modifications, settled before the fact, have a much greater risk than those settled after the fact. A weight of 0.03 is appropriate for after the fact equitable adjustments and/or settlements.

(b) Relative difficulty of work: If the work is difficult and complex, the weight should be 0.12 and should be proportionately reduced to 0.03 on the simplest of jobs. This factor is tied, to some extent, to the degree of risk. Other things to consider are the nature of the work, by whom it is to be done (i.e., subcontractors, consultants), etc.

(c) Size of job. Work estimated up to \$100,000 shall be weighted at 0.12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from 0.12 to 0.05. Work from \$5,000,000 to \$10,000,000 shall be weighted at 0.04. Work in excess of \$10,000,000 shall be weighted at 0.03. It should be noted that the control of fixed expenses generally improves with increased job magnitude.

(d) Period of performance. Work not to exceed 1 month is to be weighted at 0.03. Durations between 1 and 24 months are to be proportionately weighted between 0.03 and 0.12. Work in excess of 24 months is to be weighted at 0.12.

(e) Contractor's investment. To be weighted from 0.03 to 0.12 on the basis of below average, average and above average. Consider the amount of subcontracting, Government-furnished property or data, such as surveys, methods of making progress payments, and any mobilization payment items.

(f) Assistance by government. To be weighted from 0.12 to 0.03 on the basis of average to above average. Consider use of Government-owned property, equipment and facilities, expediting assistance, etc.

(g) Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, use 0.03. The weighting should be increase proportionately to 0.12 where all the work is performed by the contractor's own forces.

(End of clause)

SPECIAL REQUIREMENTS FOR NAVY BASE ACCESS

Installation Access -

All unescorted persons must:

- a. Have a valid purpose to enter and be appropriately sponsored by a Government representative;
- b. Be identity-proofed;
- c. Have background vetted; and
- d. Possess a valid access credential.

All non-CAC eligible Contractor and Vendor companies must request access eligibility from the Government representative assigned.

The contractor/vendor is responsible for ensuring that all personnel (including sub-contractors) requesting unescorted access submit SECNAV Form 5512/1 to their contracting representative at least 14 days prior to the required access date. A full Social Security Number is required.

The Government representative will verify that the forms are correctly completed and send the forms via encrypted email to the Pass and ID Distribution list for processing at least seven days prior to the desired credential issuance date.

a. The Government representative will inform Pass and ID of the Access privileges required to include start date, days and times that the contractor may enter the installation, areas of the installation where the work is to be performed, and the expiration date for the pass or credential.

The Defense Biometric Identification System (DBIDS)

The DBIDS identity management and perimeter installation access control solution is specifically designed to manage recurring vendors, contractors, suppliers, and other service providers who do not meet the requirement for CAC issuance. It uses the following concept of operations:

a. The DBIDS credential is issued and base access is granted once the participant has met all identity proofing, vetting, and fitness determination requirements.

b. Authorized government representatives perform government vetting, identity verification and issuance of access credentials or passes.

c. There is no charge for this service.

d. Contractor personnel shall return DBIDS access credentials or passes to the issuing office when the contract is completed, or when a contractor employee no longer requires access to the installation.

e. Ensure issued access credentials are retrieved and returned to the issuing office when the relationship that served as justification changes, or is terminated.

f. Report a lost or stolen access credential to the local security department and ID card issuance office.

g. Any misuse of an ID card or authorized badge, including repeated loss or failure to carry while on a Navy installation may result in retrieval of the card/badge, revocation of privileges, or administrative or criminal action. All ID cards and badges remain the property of the U.S. Government. Fraudulent use or misuse of cards, credentials or badges may result in confiscation by government officials.

(End of clause)

SECTION 00 73 46
Davis Bacon Wage

General Decision Number: CA20240015 11/29/2024

Superseded General Decision Number: CA20230015

State: California

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

County: Ventura County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally
required to pay at least the applicable minimum wage rate
required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered
contracts entered into by the federal government that are
subject to the Davis-Bacon Act itself, but do not apply to
contracts subject only to the Davis-Bacon Related Acts,
including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	03/08/2024
5	05/24/2024
6	06/28/2024
7	08/09/2024
8	08/16/2024
9	08/23/2024
10	09/06/2024
11	09/13/2024
12	09/20/2024
13	10/18/2024
14	10/25/2024
15	11/08/2024
16	11/29/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
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)....\$ 23.52 13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

* BRCA0004-012 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER.....	\$ 40.21	15.23
TILE FINISHER.....	\$ 34.78	13.64
TILE LAYER.....	\$ 48.29	19.18

BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 39.95	14.65
TERRAZZO WORKER/SETTER.....	\$ 47.85	15.14

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28

(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0952-001 09/30/2024

	Rates	Fringes
Electricians: (All work within 32 road miles from the nearest base point)		
Cable Splicer.....	\$ 56.47	30.55
Electrician		
Transportation Systems Technician Journeyman Wireman - Street Lighting & Traffic Signals.....	\$ 51.34	30.40
Transportation Systems Technician - Street Lighting & Traffic Signals..	\$ 38.51	30.02

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main
Post Office in the cities of Camarillo, Oak View, Oxnard,
Santa Paula and Ventura.

ELEC0952-005 07/01/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 46.07	18.01

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75

(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80

GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease

truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting

machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld,

auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment

operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs,

Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE

corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge

of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

IRON0433-006 01/01/2024		
	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB
Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site
cleanup, site preparation, removal of asbestos-containing
material and toxic waste, encapsulation, enclosure and
disposal of asbestos- containing materials and toxic waste
by hand or with equipment or machinery; scaffolding,
fabrication of temporary wooden barriers and assembly of
decontamination stations.

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a
Bosn'n's Chair or suspended from a rope or cable shall
receive 40 cents per hour above the foregoing applicable
classification rates. Workers doing gunite and/or
shotcrete work in a tunnel shall receive 35 cents per hour
above the foregoing applicable classification rates, paid
on a portal-to-portal basis. Any work performed on, in or
above any smoke stack, silo, storage elevator or similar
type of structure, when such structure is in excess of
75'-0"" above base level and which work must be performed in
whole or in part more than 75'-0"" above base level, that
work performed above the 75'-0"" level shall be compensated
for at 35 cents per hour above the applicable
classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0585-001 07/01/2022		
	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank

scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0585-003 07/01/2022		
	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO1184-001 07/01/2022		
	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional		
Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking		
Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY		
SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops;

operation of all related machinery and equipment; equipment
repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender -
removal of all traffic lines and markings by any method
(sandblasting, waterblasting, grinding, etc.) and
preparation of surface for coatings. Traffic control
person: controlling and directing traffic through both
conventional and moving lane closures; operation of all
related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and
application of pavement markers, delineating signs, rumble
and traffic bars, adhesives, guide markers, other traffic
delineating devices including traffic control. This
category includes all traffic related surface preparation
(sandblasting, waterblasting, grinding) as part of the
application process. Traffic protective delineating system
installer: removes, relocates, installs, permanently
affixed roadside and parking delineation barricades,
fencing, cable anchor, guard rail, reference signs,
monument markers; operation of all related machinery and
equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes
and markings; hot thermo plastic; tape traffic stripes and
markings, including traffic control; operation of all
related machinery and equipment

LABO1414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-007 07/01/2023

	Rates	Fringes
Painters:		
(1) Repaint Including Lead Abatement.....	\$ 25.40	15.87
(2) High Iron & Steel.....	\$ 32.12	16.03
(3) Journeyman Painter including Lead Abatement....	\$ 36.44	18.58
(4) Industrial.....	\$ 41.42	19.04
(5) All other work.....	\$ 36.44	18.58

REPAINT of any previously painted structure. Exceptions: work
involving the aerospace industry, breweries, commercial
recreational facilities, hotels which operate commercial
establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0036-008 09/01/2024		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82

* PAIN0036-015 06/01/2024		
	Rates	Fringes
GLAZIER.....	\$ 58.00	26.25

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2024		
	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.20	18.03

PLAS0200-009 08/03/2022		
	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2023		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0016-001 09/01/2024		
	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 57.67	25.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 44.24	23.96

All other work except work
on new additions and
remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space and work on
strip malls, light
commercial, tenant
improvement and remodel
work.....\$ 59.48 26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER.....	\$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or
pitch impregnated products, or any material containing coal
tar pitch, the entire roofing crew shall receive \$1.75 per
hour ""pitch premium"" pay.

SFCA0669-010 01/01/2024

DOES NOT INCLUDE PORT HUENEME, PORT MUGU, THE CITY OF SANTA
PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE
CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91
(FIRE)		

SFCA0709-001 09/01/2023

PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART
OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS
ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 54.29	32.00

SHEE0273-002 08/01/2019

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.48	30.05

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

TEAM0011-002 07/01/2024

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 39.59	34.34
GROUP 2.....	\$ 39.74	34.34
GROUP 3.....	\$ 39.87	34.34
GROUP 4.....	\$ 40.06	34.34
GROUP 5.....	\$ 40.09	34.34
GROUP 6.....	\$ 40.12	34.34
GROUP 7.....	\$ 40.37	34.34
GROUP 8.....	\$ 40.62	34.34
GROUP 9.....	\$ 40.82	34.34
GROUP 10.....	\$ 41.12	34.34
GROUP 11.....	\$ 41.62	34.34
GROUP 12.....	\$ 42.05	34.34

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

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SECTION 01 11 00

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SECTION 01 11 00

SUMMARY OF WORK

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. References are available online at:
<http://www.publications.usace.army.mil/USACEPublications/EngineerManuals.aspx>

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety and Health Requirements Manual
EM 1110-1-1000	(2015) Photogrammetric and LiDAR Mapping
EM 1110-1-1002	(2012) Survey Markers and Monumentations
EM 1110-1-1003	(2011) Navstar Global Positioning System Surveying
EM 1110-1-1005	(2007) Control and Topographic Surveying
EM 1110-1-2909	(2012) Geospatial Data and System
EM 1110-2-1003	(2013) Hydrographic Surveying

1.2 DEFINITIONS

Refer to SUPPLEMENTARY CONDITIONS 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION for definitions of the words "approved", "indicated", and words of like import.

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 code following the "G" classification identifies the office that will review the submittal for the Government. The designations are as follows: "CD" indicates Construction Division, "ED" indicates Engineering Division, "PD" indicates Planning Division/Environmental Resources, and "SO" indicates Safety Office. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals; G

Permits; G

Survey Firm; G, ED

Letters And Notifications

Project Schedule; G

SD-06 Test Reports

Progress Meeting Agenda

Progress Meeting Minutes

Contractor Surveys

SD-07 Certificates

Partial Pay Estimates; G

1.4 WORK COVERED BY CONTRACT DOCUMENTS

1.4.1 Project Description

1.4.1.1 Dredging

The work consists of dredging the federal navigation channels and sand traps, and placing sand onto Hueneme Beach and Silver Strand Beach. Approximately 75,000 to 125,000 cubic yards of sand to be placed onto Silver Strand Beach each dredge cycle, and all other quantity to be placed onto Hueneme Beach, unless otherwise directed by the Contracting Officer. This contract is comprised of a base bid for the first year of dredging, along with options for additional dredging subject to federal funding.

1.4.2 Location

The work is located at Channel Islands Harbor and Port Hueneme, Ventura County, California. The specific locations are indicated on the Contract drawings.

1.5 DOCUMENTS PROVIDED BY THE GOVERNMENT

An electronic copy of the plans and specifications, including all amendments, revisions, and modifications will be provided to the Contractor. A hard copy of these documents must be kept at the job site during the Contract performance period and be accessible to the Contracting Officer. In addition, the following documents are provided for information only, and may be downloaded from SAM.gov.

1.5.1 Geotechnical Information

Geotechnical cores were collected in September 2023, core logs are provided as an attachment to Section 35 20 23 - Dredging.

1.5.2 Bathymetric Condition Surveys

The most recent bathymetric condition survey of Channel Islands and Port Hueneme was performed in August 2023.

The survey information is indicated on the Contract drawings, the data, in ASCII format, is available for download from SAM.gov.

1.6 SUPERVISION BY THE CONTRACTOR

1.6.1 Contract Authority

In addition to SUPPLEMENTARY CONDITION 52.236-6, SUPERINTENDENCE BY THE CONTRACTOR, appoint a site representative, satisfactory to the Contracting Officer, who has the authority to negotiate and execute supplemental agreements to the Contract. Contracting authority must include agreements up to \$500,000.

1.6.2 Minimum Communication Requirements

Provide a minimum of one qualified superintendent, and one competent alternate, capable of reading, writing, and conversing fluently in the English language. The superintendent or alternate must be on the job-site at all times during the Contract performance period. In addition, the safety representative and Quality Control (QC) representative must also be capable of reading, writing, and conversing in the English language.

1.6.3 Superintendent Qualifications

The project superintendent must have a minimum of 10 years experience in construction with at least 5 of those years as a superintendent on projects similar in size and complexity. The individual must be familiar with the requirements of EM 385-1-1 and have experience in the areas of hazard identification and safety compliance. The individual must be capable of interpreting a critical path schedule and construction drawings. The qualification requirements for the alternate superintendent are the same as for the project superintendent. The Contracting Officer may request proof of the superintendent's qualifications at any time during the project.

1.6.4 Electronic Mail (e-mail) Addresses

Establish and maintain electronic mail (e-mail) capability along with the capability to open electronic attachments including text files, pdf files, and other similar formats. Within 10 days after Contract award, provide a single (only one) e-mail address for electronic communications from the Contracting Officer related to this Contract including, but not limited to Contract documents, invoice information, request for proposals, and other correspondence. The Contracting Officer may also use e-mail to notify the Contractor of site access conditions when emergency conditions warrant, such as high wind warnings or terrorist threats. Multiple e-mail addresses are not allowed. Promptly notify the Contracting Officer, in writing, of any changes to this e-mail address.

It is the Contractor's responsibility to make timely distribution of all Contracting Officer initiated e-mail within its own organization including subcontractors, suppliers, and field offices.

1.6.5 Non-Compliance Actions

The project superintendent is subject to removal by the Contracting Officer for non-compliance with requirements specified in the Contract and for failure to manage the project to ensure timely completion. Furthermore, 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 is acceptable as the subject of claim for extension of time for excess costs or damages by the Contractor.

1.6.6 Preconstruction Meeting

After award of the Contract but prior to commencement of any work at the site, meet with the Contracting Officer to discuss and develop a mutual understanding relative to the administration of the Contract including value engineering, safety program, shop drawings, and other submittals, scheduling programming, prosecution of the work. Major subcontractors who will engage in the work must also attend.

1.6.7 Progress Meetings

Conduct a weekly meeting with the Government following the pre-construction meeting and continuing until the completion of the work, or as approved. The purpose of the weekly progress meetings is to jointly review the actual progress of the work as compared to the planned progress and to review planned activities for the upcoming two weeks. Prepare and submit a Progress Meeting Agenda a minimum of 24 hours before the scheduled start of the weekly progress meeting. Include a schedule update with the agenda that documents progress on all milestones and planned activities of the upcoming two weeks. Document the Progress Meeting Minutes for each project meeting and submit them no later than 48 hours following completion of the weekly progress meeting. Include the schedule update detailing any revisions discussed in the weekly progress meeting. At the weekly progress meeting, address at a minimum, the following topics:

- a. Status of Contractor's vessels, including any periods of non-working time over the past week or anticipated over the next two weeks.
- b. Estimated quantity of material dredged to date, daily production measured in cubic yards per day over the past week and number of disposal trips.
- c. Active dredging location.
- d. Safety incidents or concerns.
- e. Interactions of concerns regarding the public or public safety.
- f. Forecasted weather and any implications to the project schedule.
- g. The status of any RFIs, RFPs, submittals and environmental compliance documentation.

1.7 PROJECT SCHEDULE

1.7.1 General Requirements

a. Submit a Project Schedule pursuant to CONDITION OF THE CONTRACT 52.236-15, SCHEDULE FOR CONSTRUCTION CONTRACTS. Show in the Project Schedule the proposed sequence to perform the work and dates contemplated for starting and completing all schedule activities. The scheduling of the entire project is required. The scheduling of construction is the responsibility of the Contractor. Contractor management personnel must actively participate in its development. Subcontractors and suppliers working on the project must also contribute in developing and maintaining an accurate Project Schedule. Provide a schedule that is a forward planning as well as a project monitoring tool.

b. Develop the Project Schedule to the appropriate level of detail to

address major milestones and to allow for satisfactory project planning and execution. Failure to develop the Project Schedule to an appropriate level of detail will result in its disapproval.

1.7.2 Project Schedule Submission

1.7.2.1 Initial Project Schedule

Submit the Initial Project Schedule for approval within 30 calendar days after notice to proceed is issued. The schedule must demonstrate a reasonable and realistic sequence of activities which represent all work through the entire Contract performance period. No payment will be made for work items not fully detailed in the Project Schedule.

1.7.2.2 Periodic Schedule Updates

Update the Project Schedule on a regular basis, every 14 days at a minimum. Provide a Periodic Schedule Update for review at the schedule update meetings as prescribed in paragraph PROGRESS MEETINGS. These updates will enable the Government to assess Contractor's progress.

1.7.3 Requests for Time Extensions

Provide a justification of delay to the Contracting Officer in accordance with the Contract provisions and clauses for approval within 10 days of a delay occurring. Also prepare a time impact analysis for each Government request for proposal (RFP) to justify time extensions.

1.7.3.1 Justification of Delay

Provide a description of the event(s) that caused the delay or impact to the work. As part of the description, identify all schedule activities impacted. Show that the event that caused the delay was the responsibility of the Government. Provide a time impact analysis that demonstrates the effects of the delay or impact on the project completion date or interim completion date(s). Evaluate multiple impacts chronologically; each with its own justification of delay. With multiple impacts consider any concurrency of delay. A time extension and schedule fragment becomes part of the project schedule and all future schedule updates upon approval by the Contracting Officer.

1.7.3.2 Time Extension

a. The Contracting Officer must approve the Justification of Delay including the time impact analysis before a time extension will be granted. No time extension will be granted unless the delay consumes all available Project Float and extends the projected finish date ("End Project" milestone) beyond the Contract Completion Date. The time extension will be in calendar days.

b. Actual delays that are found to be caused by the Contractor's own actions, which result in a calculated schedule delay will not be a cause for an extension to the performance period, completion date, or any interim milestone date.

1.7.4 Failure to Achieve Progress

Should the progress fall behind the approved project schedule for reasons other than those that are excusable within the terms of the Contract, the

Contracting Officer may require provision of a written recovery plan for approval. The plan must detail how progress will be made-up to include which activities will be accelerated by adding additional crews, longer work hours, extra work days, etc.

1.7.5 Failure to Perform

Failure to perform work and maintain progress in accordance with the supplemental recovery plan may result in an interim and final unsatisfactory performance rating and may result in corrective action directed by the Contracting Officer pursuant to CONDITION OF THE CONTRACT 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS, CONDITION OF THE CONTRACT 52.249-10, DEFAULT (FIXED-PRICE CONSTRUCTION), and other Contract provisions.

1.8 EXISTING WORK

In addition to SUPPLEMENTARY CONDITION 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

- a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which will remain.
- b. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed. At the completion of operations, existing work must be in a condition equal to or better than that which existed before new work started.

1.9 EXISTING UTILITIES

1.9.1 General

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

1.9.2 Utilities to be Relocated or Protected

Notify the Contracting Officer 14 days prior to starting work on any utility to be relocated or protected. On each relocation, notification must include dates when the Contractor's plans excavation, by-pass work, removal work and installation work, as applicable.

1.9.3 Unknown Utilities

Notify the Contracting Officer immediately in writing if unknown utilities are discovered that may affect the work. The Contracting Officer will make a determination as to how to proceed with the work.

1.9.4 Coordination

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. Hold these consultations 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. Notify the Contracting Officer of all proposed coordination activities.

1.10 NOTICES AND POINTS OF CONTACT

Provide copies of Letters and Notifications made to utility companies, U.S. Coast Guard, County of Ventura, U.S. Naval Base Ventura County, Port Hueneme, etc. to the Contracting Officer.

1.10.1 Harbor Districts / Navy Port Operations

At least 14 days prior to the commencement of each cycle's dredge operations, notify the following with the below information:

- * Contracting Officer
- * Channel Islands Harbor, Harbor Master
- * US Navy Port Operations (Building 494) - Naval Base Ventura County
- * Oxnard Harbor District

a. Size and type of construction equipment performing work in the project area, including any equipment working on the beach.

b. 24-hour telephone numbers of the project engineer, superintendent, and foreman.

c. Schedule for start and completion of project.

1.10.2 U.S. Coast Guard

Notify the U.S. Coast Guard, Eleventh District and Sector LA/LB at least 14 days prior to commencing work and submit a Local Notice to Mariners (LNM). Provide the following information:

- a. Project description, including the type of operation (i.e. dredging)
- b. Location of operations, including Latitude/ Longitude (datum: NAD 83)
- c. Work start and completion dates along with the expected duration. Provide periodic updates if these dates change.
- d. Vessels included in the operations (name, size, type and crew)
- e. VHF-FM radio frequencies monitored by vessels on scene
- f. Point of contact and 24-hour phone number
- g. Chart number for the area of operation (Chart 18725)
- h. Potential hazards to navigation
- i. Recommend the following language to be used in the LNM: "Mariners are

urged to transit at their slowest speed to minimize wake and proceed with caution after passing arrangements have been made."

Commander, 11th Coast Guard District (dpw)	U.S. Coast Guard
ATTN: Waterways Management Division	Sector Los Angeles-Long Beach
Coast Guard Island Building 50-2	1001 S. Seaside Ave, Bldg 20
Alameda, CA 94501-5100	San Pedro, CA 90731
Tel: (510) 437-2980	Attn: Waterways Management
email: d11-smb-d11-LNM@uscg.mil	Tel: (310) 521-3860
	email: d11-smb-sectorlalb-wwm@uscg.mil

1.10.3 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, Los Angeles District		
Resident Engineer	Jose Rocha	(909) 253-9921
Project Engineer	Hoang Huynh	(626) 374-0091
County of Ventura - Harbor Department		
Channel Islands Harbor Master	Andy Werner	(805) 857-8719
U.S. Naval Base Ventura County		
Public Works	Brian Olson	(805) 989-1571
Port Operations	Glenn Marshall	(805) 982-6929
Environmental	Steve Granade	(760) 793-7155
Communications & Frequency Management	Jason Bezler	(805) 989-0829/797-1254
Oxnard Harbor District (Port Hueneme)		
	Christina Birdsey	(805) 479-4342
	Rodrigo Zaragoza	(805) 754-1618
City of Port Hueneme		
Public Works Director	Fred Camarillo	(805) 797-0165
Engineer	Charles Cable	(805) 816-5976
Engineer	Ray Gutierrez	(805) 330-5731
Engineer	Chris Bates	(805) 754-1176
U.S. Coast Guard		
Eleventh Coast Guard District		
Chief, Waterways Management	William George, CDR	(510) 437-2975
Aids-To-Navigation Operations	Miranda BrumBaugh, LT	(510) 437-2982
Assistant Operations Officer	Nicholas Duran, BMC	(510) 437-2986
Sector Los Angeles-Long Beach Chief,	Desk:	(310) 521-3861
Waterways Management Division	Maria Wiener, LCDR	(310) 521-3860

1.10.4 Excavation Work

Notify the Contracting Officer at least 15 days prior to starting excavation work. Notify the local underground service alert and obtain field markings for existing utilities a minimum of 48 hours prior to starting excavation work.

1.10.5 Utility Interruption

Notify the Contracting Officer at least 15 days prior to any utility

interruption.

1.10.6 Land Surveying

See paragraph CONTRACTOR SURVEYS for additional noticing requirements.

1.10.7 Existing Survey Monuments

Notify the Contracting Officer in accordance with paragraph: CONTRACTOR SURVEYS prior to any disturbance or movement of bench marks, road and channel monuments, property corners, centerline ties or any existing survey monument.

1.10.8 Environmental and Biological

Refer to SECTION 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS.

1.11 RESTRICTIONS

- * No dredging allowed between March 1 and Sept 30. This includes mobilization and demobilization activities.

- * Dredging can be performed 24 hours per day, 7 days per week. Land and beach work hours may be restricted by local restrictions or Environmental restrictions.

- * Limit onsite construction vehicle speed to 10 MPH unless otherwise approved.

- * Use of heavy equipment, vehicles, and all-terrain vehicles (ATV) or utility task vehicles (UTV) are prohibited on Silver Strand Beach between the hours of 7 PM to 7 AM.

- * Refer to Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS and section 35 20 23 DREDGING for additional restrictions.

1.12 PERMITS

1.12.1 General

Refer to the SUPPLEMENTARY CONDITION 52.236-7 PERMITS AND RESPONSIBILITIES which requires the Contractor to obtain all required licenses and permits, including, but not limited to the permits specified below. Submit permits prior to work performed in execution of the permit.

1.12.2 Permits and Approvals Obtained By The Contractor

1.12.2.1 Permits for Road Closures and Traffic Control

Obtain a traffic control permit from Caltrans, Ventura County, and Naval Base Ventura County or appropriate City, as required.

1.12.2.2 Federal Aviation Administration

If applicable, obtain a Determination of No Hazard to Air Navigation for Temporary Structure from the Federal Aviation Administration (FAA). The Obstruction Evaluation and Airport Airspace Analysis Notice of Proposed Construction or Alteration criteria, and FAA Form 7460, are available online at: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>

1.13 PUBLIC SAFETY

Refer to the CONDITION OF THE CONTRACT 52.236-13, ACCIDENT PREVENTION which requires the Contractor to provide temporary fencing, barricades, and guards, as required, to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, furnish 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 must 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 must 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 must be provided 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 does not relieve the Contractor from any responsibility for public safety or abrogate the obligation to furnish and pay for those devices. The installation of any general illumination will not relieve the Contractor of the responsibility for furnishing and maintaining any protective facility.

1.14 REPAIR OF STREETS, ACCESS ROADS AND WORK AREAS

Restore streets, sidewalks, parking lots, and access roads (used for haul routes and mobilizing equipment) and work areas to original condition upon completion of the work. Restore to the local municipality standards.

1.15 GOVERNMENT-INSTALLED WORK

The Government may perform work during the Contract performance period; the Contractor must coordinate and make allowances for:

- a. Field Surveying
- b. Environmental Monitoring
- c. Geotechnical Sampling and Testing

1.16 INSPECTION

In addition to requirements listed in CONDITION OF THE CONTRACT 52.246-12 INSPECTION OF CONSTRUCTION, the Contractor is required to:

- a. Furnish the use of such boats, 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. Furnish suitable transportation from all points on the shore designated by the Contracting Officer, typically within the harbor, to and from the various pieces of the plant, and to and from the work areas.
- c. Upon notification, allow authorized representatives of the California Regional Water Quality Control Board, U.S. Fish and Wildlife Service, South Coast Air Pollution Control Board, State Air Resources Board and

other Government Representatives to:

- (1) Enter upon the Contractor's premises where a regulated facility or activity is located or conducted, or where records are kept.
- (2) Have access to and copy, at reasonable times, any records that must be kept per agency requirements.
- (3) Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices or operations regulated by these agencies.
- (4) Sample or monitor, at reasonable times, any substance or parameters at any location for the purpose of assuring compliance with agency regulations.

1.17 SCRAP MATERIAL

Materials removed and not indicated to be salvaged, stored or reused are designated as scrap, will become the property of the Contractor and must be removed from the site. The Contractor must make due allowance for the value of the scrap, if any, and reflect the same in the contract price.

1.18 NON-CONTRACT WORK

Do not perform any work or erect any structure for third parties, landowners or otherwise, within the navigation channel, north jetty shoal, or the Staging and Storage Area without prior approval.

1.19 COORDINATION WITH OTHER CONSTRUCTION

Coordinate work with other construction projects in the vicinity of the project.

1.20 PROGRESS PAYMENTS

Submit partial pay estimates every month. Submit along with the partial pay estimates:

- a. Safety report(s) in accordance with OSHA, Cal/OSHA, and EM 385-1-1.
- b. Updated/current submittal register as specified in SECTION 01 33 00 SUBMITTAL PROCEDURES.
- c. Quality Control Reports as specified in SECTION 01 45 00 CONTRACTOR QUALITY CONTROL.
- d. Updated forecasting of expenditure worksheets.
- e. Contractor surveys.
- f. Contractor payrolls.
- g. Prompt Certification.
- h. Updated Project Schedule, and a 3-week look ahead work schedule.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 CONTRACTOR SURVEYS

3.1.1 Survey Firm

For justification of partial payment requests, all surveys must be performed by a Survey Firm, independent of the Contractor. The firm must have a minimum of 3 years of qualifying experience in hydrographic surveying of navigable channels and a current California Land Surveyor's license.

Submit documentation for:

Credentials and qualifications verifying qualified, experienced staff are available and will be used for the operation of the electronic positioning and surveying equipment and processing software. Include records of training.

3.1.2 Survey Control and Datum

- a. Perform all surveys using the Corps of Engineers control network as indicated. All survey and mapping work must be in the datum and projection of the control indicated or as otherwise directed. The unit of measure must be in accordance with state law of where the project is located.
- b. Prior to commencement of construction, research all available maps and recorded information; conduct a diligent search for all survey monuments within the project limits and adjacent vicinity. Notify the Contracting Officer in writing for any physically missing monuments.
- c. If any monument is subject to disturbance or destruction, Contractor's surveyor must complete corner record and/or record of survey in accordance with state survey regulations. Notify the Contracting Officer in writing, 7 days in advance of disturbance or destruction of any monument, bench mark or right-of-way marker.
- d. All monuments set, found, or used must be described on U-Smart forms and indicated in the drawings. The U-SMART data base can be found at the following address: <https://usmart.sec.usace.army.mil/w/>

3.1.3 Survey Standards

Prepare digital survey material in accordance with the applicable technical references specified. The Contracting Officer may issue additional instructions during the performance of the work. Notify the Contracting Officer of any missing criteria needed for the survey work. The following technical references (or most recent version) are available online at <https://www.publications.usace.army.mil/> unless listed otherwise:

- a. EM 385-1-1 (2024) Safety and Health Requirements Manual

- b. EM 1110-1-1000 (2002) Photogrammetric and LiDAR Mapping
- c. EM 1110-1-1002 (2012) Survey Markers and Monumentations
- d. EM 1110-1-1003 (2011) Navstar Global Positioning System Surveying
- e. EM 1110-1-1004 (2002) Engineering and Design - Geodetic Control
- f. EM 1110-1-1005 (2007) Control and Topographic Surveying
- g. EM 1110-1-2909 (2012) Geospatial Data and Systems
- h. EM 1110-2-1003 (2013) Hydrographic Surveying
- i. ERDC/ITL TR-19-6 A/E/C CAD Standard Release 6.1 (August 2019)
- j. ERDC/ITL TR-19-7 A/E/C Graphics Standard Release 2.1 (August 2019)
- k. Comply with all SDSIFE standards. The SDSFIE standard is available at <https://www.sdsfieonline.org>
- l. The deliverables will include metadata compliant with the FGDC metadata standard for each data set that is part of the report or that was used in making the report.

3.1.4 Shoaling

- a. In addition to CONDITION OF THE CONTRACT 52.236-16 QUANTITY 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 must provide full coverage of an entire area, such as Area 6, for which progress payment or evidence of storm-related shoaling is being submitted.
- b. 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.

3.1.5 Survey Positioning System

Perform surveys using proven, modern electronic surveying equipment such as RTK GPS, automated Total Station or similar systems with positional accuracy equal to or exceeding the requirements of EM 1110-1-1003, EM 1110-2-1003, and EM 1110-1-1005.

The Government may elect to validate the contractors positioning systems prior to the commencement of work or as directed by the Contracting Officer. Provide a minimum 14 days advanced notice prior to the equipment arriving on site.

3.1.6 Survey Data

- a. Use a Data Processing System to process the survey data. Processed survey data must then be compared to the design templates and tolerances. The software must be capable of digital terrain modeling

and will produce, at a minimum, topographic and hydrographic survey sheets, cross section profiles, and 3-dimensional area profiles.

- b. The Surveyor-Engineer must prepare final digital survey material in accordance with the CAD standards specified. Deliver survey submittal as requested.
- c. Contractor's hydrographic surveys must be performed electronically (automated) with multibeam survey equipment, the data must be submitted to the Government on an electronic media (ASCII format) in delimited files of easting, northing, and elevation (x,y,z), where the elevation is indicated as negative if recorded below MLLW. A plan view survey sheet (pdf format), signed by a licensed California Land Surveyor, must be submitted with the ASCII points file.
- d. Each survey submittal must include the completed planimetric CAD files as well as the contours and DTM or surface model if requested. Each digital CAD file must immediately reference to another in its proper orientation (if there is more than one file). All files must include the sheet layout, title block and legend.
- e. CAD survey plan sheets must show a minimum of three primary control points with easting, northing, and elevation values.
- f. Provide OpenRoads DGN (3D) file with contours generated from the DTM or surface model upon request. All Microstation files must include the proper Geographic Coordinate System and working unit's settings. Each digital file must immediately reference to other digital files and be correctly oriented. CAD files must use the settings for layer, color, and other properties found in Section 01 78 00 CLOSEOUT SUBMITTALS.
- g. Provide OpenRoads DTM or surface model file of the surface. Submit each DTM or surface model with layers at a minimum showing: point ID Descriptions, codes, breaklines, and contours and TIN. Processed survey data must then be imported into the Data Processing System where the data is compared to design templates and volume quantities are calculated.
- h. Indicate existing and proposed easements and rights of way on CAD files.
- i. ASCII mass points file with a data header. The header lines must be preceded by an asterisk (*), which indicates a comment line. All electronic media, data files (i.e. points file) and drawings (i.e. DGN files) will be labeled with a header or title block showing, at a minimum, the following project information:
 - (1) Project Name (i.e. Channel Islands Maintenance Dredging)
 - (2) Date of Survey (DD-MMM-YYYY)
 - (3) Surveyor's Name and Company (Include license type and number)
 - (4) Area(s) Surveyed (i.e. Areas B, C and D)
 - (5) Type of Survey (i.e. Pre-Dredge, Post-Dredge, Condition)
 - (6) Method of Survey (i.e. multibeam)
 - (7) Unit of Measure (U.S. Survey Feet)
 - (8) Vertical Datum (include geoid model if applicable)
 - (9) Horizontal Datum (include coordinate epoch)
 - (10) Projection
 - (11) Tide Gauge Location
 - (12) Control Used (Include primary NGS control points (include PID) and local monuments established)

(13) Data Format (use: Easting, Northing, Elevation, Point Description
(if applicable))

3.2 GOVERNMENT SURVEYS

In accordance with CONDITION OF THE CONTRACT 52.236-16 QUANTITY SURVEYS,
the Government will perform the pre-dredge and final surveys.

3.2.1 Pre-Dredge and Final Surveys

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. The Government pre-dredge survey will be performed as close to commencement of dredging as possible. For the post-dredge survey, notify the Contracting Officer not less than 10 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 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 PRICE AND PAYMENT PROCEDURES and CONDITION OF THE CONTRACT 52.236-16 QUANTITY SURVEYS.

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 the prior notification, the Contracting Officer will charge the cost of the survey plant and standby labor, at \$7,000.00 per day, to the Contractor. Preliminary data from the final Government survey will be available within 10 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 the project depth. Adjustment in cost for additional Government post-dredge surveys must be as specified in Section 35 20 23 DREDGING, paragraph FINAL EXAMINATION AND ACCEPTANCE.

3.2.2 Method of Soundings

The material removed will be measured in accordance with Section 01 22 00 PRICE AND PAYMENT PROCEDURES, by means of soundings taken before and after dredging. The Government intends to perform pre-dredge and post-dredge (final) 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.

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SECTION 01 22 00

PRICE AND PAYMENT PROCEDURES

08/15

PART 1 GENERAL

Payment items for the work of this Contract for which Contract job amount or unit price payments will be made are listed in the SOLICITATION, CONTRACT LINE ITEM NUMBER (CLIN) SCHEDULE, and described below. All costs for items of work, which are not specifically mentioned to be included in a particular line item must be included in the listed line item most closely associated with the work involved. The price and payment made for each Contract line item listed will constitute full compensation for furnishing all plant, labor, materials, and equipment; delivery, storage, and handling of materials; performing all Contractor quality control, environmental protection, providing temporary facilities and controls, meeting safety requirements, tests and reports, obtaining permits, costs incurred for all permit fees; and all work required for which separate payment is not otherwise provided. Refer to the Contract Clause: CONTRACT PRICES - BIDDING SCHEDULES.

1.1 MOBILIZATION AND DEMOBILIZATION

1.1.1 Payment

Payment will be made for costs associated with mobilization and demobilization, as defined in SUPPLEMENTARY CONDITIONS clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION, and for the survey of the subline crossing the Port Hueneme Channel.

Mobilization and Demobilization includes transporting the dredge and all items of attendant plant to the site of the work, setting up the dredge and other equipment, setting up and operating the staging and storage areas, laying of pipelines and subline across the Port Hueneme Channel, and otherwise placing the entire plant in condition for effective dredging. Remove all plant and equipment from the site upon completion of each dredging cycle.

1.1.2 Unit of Measure

Unit of Measure: Job (JA)

1.2 ENVIRONMENTAL MONITORING and ENVIRONMENTAL SURVEYS and REPORTS

1.2.1 Payment

Payment will be made for costs associated with performing Pinniped Biological Monitoring, Caulerpa Species Survey, Eelgrass, Canopy Kelp, and Surfgrass Survey, Hollywood Beach Dune Survey, Hollywood Beach WSP and CLT Monitoring (installing and removing nesting season fencing and mini exclosures), and producing Draft and Final Reports of the findings.

Perform Hollywood Beach Western Snowy Plover Habitat Restoration, which is only invasive species herbicide application. And develop and implement the SWPPP and Rain Event Action Plan (REAP). See SECTION 01 57 19: TEMPORARY

ENVIRONMENTAL CONTROLS.

1.2.2 Unit of Measure

Unit of Measure (JA)

1.3 DREDGING

1.3.1 Payment

Payment will be made for costs associated with dredging, including overdepth dredging, transporting and placing of dredge material at the designated placement site(s), and other incidental operations, including hydrographic surveys, environmental protection, water quality control and monitoring, sediment analysis, disposal of debris, and operation of the Dredge Quality Management (DQM) system.

1.3.2 Measurement

The total quantity of dredge material for which payment will be made will be by in-place (quantity) measurement in cubic yards 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 01 11 00 SUMMARY OF WORK.

1.3.3 Unit of Measure

Unit of Measure: cubic yard

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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ENG Form 4025-R

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SECTION 01 33 00

SUBMITTAL PROCEDURES
08/18, CHG 4: 02/21

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 Submittal Descriptions (SD)

Submittal requirements are specified in the technical sections. Examples and descriptions of submittals identified by the Submittal Description (SD) numbers and titles follow:

SD-01 Preconstruction Submittals

Submittals that are required prior to or at the start of construction (work), and prior to any subsequent dredge cycle of a multi-cycle dredge contract.

Preconstruction Submittals include schedules and a tabular list of locations, features, and other pertinent information regarding products, materials, equipment, or components to be used in the work.

Certificates Of Insurance

Surety Bonds

List Of Proposed Subcontractors

List Of Proposed Products

Construction Progress Schedule

Baseline Network Analysis Schedule (NAS)

Submittal Register

Accident Prevention Plan (APP)

Work Plan

Quality Control (QC) plan

Environmental Protection Plan (EPP)

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 ensuring work can be judged. Includes assemblies or portions of assemblies that are to be incorporated into the project and those that 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. Unless specified in another section, testing must have been within three years of date of contract award for the project.

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

Report that 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-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that the product, system, or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor. The document purpose is to further promote the orderly progression of a portion of the work by documenting procedures, acceptability of methods, or personnel qualifications.

Confined space entry permits

Text of posted operating instructions

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Submittals required for Guiding Principle Validation (GPV) or Third Party Certification (TPC).

Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

1.1.2 Approving Authority

Office or designated person authorized to approve the submittal.

1.1.3 Work

As used in this section, on-site 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. In exception, excludes work to produce SD-01 submittals.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Submittal Register; G

1.3 SUBMITTAL CLASSIFICATION

1.3.1 Government Approved (G)

Government approval is required for extensions of design, critical materials, variations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Government.

Within the terms of SUPPLEMENTARY CONDITION 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, submittals are considered to be "shop drawings."

1.3.2 For Information Only

Submittals not requiring Government approval will be for information only. Within the terms of SUPPLEMENTARY CONDITION 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, they are not considered to be "shop drawings."

1.4 PREPARATION

1.4.1 Transmittal Form

1.4.2 Submittal Format

1.4.2.1 Format of SD-01 Preconstruction Submittals

When the submittal includes a document that is to be used in the project, or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

1.4.2.2 Format for SD-02 Shop Drawings

Provide shop drawings not less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full-size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless another form is required. Ensure drawings are suitable for reproduction and of a quality to produce clear, distinct lines and letters, with dark lines on a white background.

- a. Include the nameplate data, size, and capacity on drawings. Also include applicable federal, military, industry, and technical society publication references.
- b. Dimension drawings, except diagrams and schematic drawings. Prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings. Identify materials and products for work shown.

Submit an electronic copy of drawings in PDF format.

1.4.2.2.1 Drawing Identification

Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph Identifying Submittals.

Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location next to the title block. Place the Government contract number in the margin, immediately below the title block, for each drawing.

Reserve a blank space, no smaller than one inch on the right-hand side of each sheet for the Government disposition stamp.

1.4.2.3 Format of SD-03 Product Data

Present product data submittals for each section. Include a table of contents, listing the page and catalog item numbers for product data.

Indicate, by prominent notation, each product that is being submitted; indicate the specification section number and paragraph number to which it pertains.

1.4.2.3.1 Product Information

Supplement product data with material prepared for the project to satisfy the submittal requirements where product data does not exist. Identify this material as developed specifically for the project, with information and format as required for submission of SD-07 Certificates.

Provide product data in units used in the Contract documents. Where product data are included in preprinted catalogs with another unit, submit the dimensions in contract document units, on a separate sheet.

1.4.2.3.2 Standards

Where equipment or materials are specified to conform to industry or technical-society reference standards of such organizations as the American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories

(UL), or Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

1.4.2.3.3 Data Submission

Collect required data submittals for each specific material, product, unit of work, or system into a single submittal that is marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will not be accepted for expedition of the construction effort.

Submit the manufacturer's instructions before installation.

1.4.2.4 Format of SD-04 Samples

1.4.2.4.1 Sample Characteristics

Furnish samples in the following sizes, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately the same size as specified:

- a. Sample of Equipment or Device: Full size.
- b. Sample of Materials Less Than 2 by 3 inches: Built up to 8 1/2 by 11 inches.
- c. Sample of Materials Exceeding 8 1/2 by 11 inches: Cut down to 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.
- d. Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.
- e. Sample Volume of Nonsolid Materials: Pint. Examples of nonsolid materials are sand and paint.
- f. Color Selection Samples: 2 by 4 inches. Where samples are specified for selection of color, finish, pattern, or texture, submit the full set of available choices for the material or product specified. Sizes and quantities of samples are to represent their respective standard unit.
- g. Sample Panel: 4 by 4 feet.
- h. Sample Installation: 100 square feet.

1.4.2.4.2 Sample Incorporation

Reusable Samples: Incorporate returned samples into work only if so specified or indicated. Incorporated samples are to be in undamaged condition at the time of use.

Recording of Sample Installation: Note and preserve the notation of any area constituting a sample installation, but remove the notation at the final clean-up of the project.

1.4.2.4.3 Comparison Sample

Samples Showing Range of Variation: Where variations in color, finish, pattern, or texture are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range. Mark each unit to describe its relation to the range of the variation.

When color, texture, or pattern is specified by naming a particular manufacturer and style, include one sample of that manufacturer and style, for comparison.

1.4.2.5 Format of SD-05 Design Data

Provide design data and certificates on 8 1/2 by 11 inch paper.

1.4.2.6 Format of SD-06 Test Reports

By prominent notation, indicate each report in the submittal. Indicate the specification number and paragraph number to which each report pertains.

1.4.2.7 Format of SD-07 Certificates

Provide design data and certificates on 8 1/2 by 11 inch paper.

1.4.2.8 Format of SD-08 Manufacturer's Instructions

Present manufacturer's instructions submittals for each section. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on product data. Also include applicable federal, military, industry, and technical-society publication references. If supplemental information is needed to clarify the manufacturer's data, submit it as specified for SD-07 Certificates.

Submit the manufacturer's instructions before installation.

1.4.2.8.1 Standards

Where equipment or materials are specified to conform to industry or technical-society reference standards of such organizations as the American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), or Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

1.4.2.9 Format of SD-09 Manufacturer's Field Reports

By prominent notation, indicate each report in the submittal. Indicate the specification number and paragraph number to which each report pertains.

1.4.2.10 Format of SD-11 Closeout Submittals

When the submittal includes a document that is to be used in the project or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

1.4.3 Source Drawings for Shop Drawings

1.4.3.1 Source Drawings

The entire set of source drawing files (DWG) will not be provided to the Contractor. Request the specific Drawing Number for the preparation of shop drawings. Only those drawings requested to prepare shop drawings will be provided. These drawings are provided only after award.

1.4.3.2 Terms and Conditions

Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse is at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor must make no claim, and waives to the fullest extent permitted by law any claim or cause of action of any nature against the Government, its agents, or its subconsultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic source drawing files are not construction documents. Differences may exist between the source drawing files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic source drawing files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. The Contractor is responsible for determining if any conflict exists. In the event that a conflict arises between the signed and sealed construction documents prepared by the Government and the furnished source drawing files, the signed and sealed construction documents govern. Use of these source drawing files does not relieve the Contractor of the duty to fully comply with the contract documents, including and without limitation the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic source drawing files for use in producing construction data related to this contract, remove all previous indication of ownership (seals, logos, signatures, initials and dates).

1.4.4 Electronic File Procedures

Electronic file submittals will be one electronic copy and may include one hard copy if requested by the Contracting Officer. As requested, submit to the Contracting Officer: one electronic copy and two hard copies (22 by 34 inch and 11 by 17 inch) of all project drawings; one electronic copy and two hard copies (22 by 34 inch) of all shop drawings; and one electronic

copy and two hard copies (8.5 by 11 inch) of all specifications. Submittals must be complete and detailed. Prior to submission, they must be reviewed and validated by the Contractor as required by Section 01 45 00 QUALITY CONTROL. Approved hard copy submittals will be retained by the Contracting Officer. One signed, electronic copy will be returned. Submittals for information only may not be returned.

Upload electronic files to RMS 3.0. Email may also be used for file smaller than 10 MB. Files greater than 10 MB and less than 8 GB can be sent by secure file transfer websites such as DoD Safe Access File Exchange (SAFE) (<https://safe.apps.mil/>). Use CDs sparingly. Do not use portable USB media, such as pensticks and external hard drives.

When required, submit paper documents that are printed or copied double-sided on recycled paper that has at least 20 percent post-consumer material. Changes to the number of copies transmitted may be negotiated at the preconstruction meeting at the Contractor's request. The preferred recipients will be identified at the preconstruction meeting.

1.4.4.1 Resubmittals

If a submittal is returned for correction or is not satisfactory and is disapproved by the Contracting Officer, resubmit the corrected material in the same quantity, including reproducibles as specified for the original submittal, for approval within the contract-required resubmittal period.

1.4.4.2 Electronic File Format

Format and organization requirements are necessary to make this process effective. Verify all requirements in the following list have been met prior to submitting. Failure to meet the formatting requirements may result in disapproval of the submittal.

- a. All submittals must be in Adobe PDF format unless otherwise required in the specifications (e.g., CADD files). They must be of sufficient quality that all information is legible. Provide PDF printouts of the other formats where possible. Refer to their applicable specification for data requirements.
- b. All electronic submittals must be "searchable" whenever possible. "Searchable" means that Adobe acknowledges text as being text and not an image, and a user can use Edit > Find to locate words in the document. If documents are scanned, optical character resolution (OCR) routines are required.
- c. Compile each submittal into a single file, complete document, to include the ENG Form 4025. Separate files or separate cover sheets will not be accepted.
- d. Begin each file name with its submittal number, followed by a brief description specific to its contents. Do not delete preceding zeroes. For example, "01 35 26-34 Accident Report.pdf" is a proper layout for a file name.
- e. The submittal file's first page must be its cover sheet (ENG Form 4025). Standalone ENG form 4025s will not be accepted. When the USACE returns a submittal, the approver may copy an ENG 4025 transmittal form into the page one position.

- f. Index and bookmark files exceeding 30 pages.
- g. Sample submittals must have a corresponding electronic version. Include, at minimum, one digital photograph (converted to PDF) of the sample with the ENG form 4025 cover sheet. Format photos as follows:
 - (1) Include something of known size in the picture, to provide a reference scale.
 - (2) Shrink photographs as necessary to reduce their file size. Shrink to around 1 MB per photo, but ensure no loss of clarity.
- h. All electronic submittals must have a valid signature on the cover sheet. Electronic signatures are preferred, but scans of wet-ink signatures may be accepted at the Contracting Officer's discretion.
- i. The electronic copy and the hard copy must be matching copies of each other. Ensure this before submitting.

1.4.4.3 Other Electronic Documents Required

Electronic submission procedures also apply to other contract documents that are not usually considered design or construction submittals or do not include ENG form 4025's. The following documents also require one electronic copy and one hard copy by request:

Contract Administration Documents

Appointment letter; PCO (Procuring Contracting Officer) Reviews; Preconstruction Documents (35, 65, 100 percent drawings); Monthly COR (Contracting Officer Representative) Reports; List of Subcontractors; Performance and Payment Bonds; Insurance Certificates; Contractor Photos; Other Contract Documents (Awarded RFP (Request for Proposal), Specifications, Drawings)

Correspondence

Correspondence Logs; Letters from the Contractor; Letters to Others; Memos; RFI (Request for Information); RFI Log

Labor

Weekly Payrolls; Payroll Record 3180 (at end of project); Apprentice Certificates

Payments

Progress Payments; Final Payment

Schedules

Baseline Schedule; Schedule Updates; Schedule Narratives

Modifications

Contractor's Proposals; Signed SF30s (Standard Form)

Quality Assurance & Quality Control

Contractor Quality Control Plan; Contractor QC Reports (daily report, meeting minutes, agenda, attendance list)

Safety

Contractor Safety Plan; Accident Report; Safety Violation Log

Submittals

Submittal Register

Transmittal Log

Transmitted submittals (see "Electronic File Procedures")

Closeout

DD1354; As Built Drawings; TAB (testing and balancing report)

1.5 QUANTITY OF SUBMITTALS

1.5.1 Number of SD-01 Preconstruction Submittal Copies

Unless otherwise specified, submit one electronic and no sets of administrative submittals.

1.5.2 Number of SD-04 Samples

- a. Submit at least one electronic photograph and one sample, or set of samples showing the range of variation, of each required item. The approved sample or set of samples will be retained by the approving authority.
- b. Submit at least one electronic photograph, and one sample panel or provide one sample installation where directed. Include components listed in the technical section or as directed.
- c. Submit at least one electronic photograph, and one sample installation, where directed.
- d. Submit at least one electronic photograph, and one sample of nonsolid materials.

1.6 INFORMATION ONLY SUBMITTALS

Submittals without a "G" designation must be certified by the QC manager and submitted to the Contracting Officer for information-only. Approval of the Contracting Officer is not required on information only submittals. The Contracting Officer will mark "receipt acknowledged" on submittals for information and will return only the transmittal cover sheet to the Contractor. Normally, submittals for information only will not be returned. However, the Government reserves the right to return unsatisfactory submittals and 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.

1.7 PROJECT SUBMITTAL REGISTER

A sample Project Submittal Register showing items of equipment and materials for when submittals are required by the specifications is provided as "Appendix A - Submittal Register."

1.7.1 Submittal Management

Prepare and maintain a submittal register, as the work progresses. Do not change data that is output in columns (c), (d), (e), and (f) as delivered by Government; retain data that is output in columns (a), (g), (h), and (i) as approved. As an attachment, provide 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.

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD Number. and type, e.g., SD-02 Shop Drawings) required in each specification section.

Column (e): Lists one principal paragraph in each specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting the project requirements.

Thereafter, the Contractor is to track all submittals by maintaining a complete list, including completion of all data columns and all dates on which submittals are received by and returned by the Government.

1.7.2 Preconstruction Use of Submittal Register

Submit the submittal register. Include the QC plan and the project schedule. Verify that all submittals required for the project are listed and add missing submittals. Coordinate and complete the following fields on the register submitted with the QC plan and the project schedule:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for the approving authority to receive submittals.

Column (h) Contractor Approval Date: Date that Contractor needs approval of submittal.

Column (i) Contractor Material: Date that Contractor needs material delivered to Contractor control.

1.7.3 Contractor Use of Submittal Register

Update the following fields with each submittal throughout the contract.

Column (b) Transmittal Number: List of consecutive, Contractor-assigned numbers.

Column (j) Action Code (k): Date of action used to record Contractor's review when forwarding submittals to QC.

Column (l) Date submittal transmitted.

Column (q) Date approval was received.

1.7.4 Approving Authority Use of Submittal Register

Update the following fields:

Column (b) Transmittal Number: List of consecutive, Contractor-assigned numbers.

Column (l) Date submittal was received.

Column (m) through (p) Dates of review actions.

Column (q) Date of return to Contractor.

1.7.5 Action Codes

1.7.6 Delivery of Copies

Submit an updated electronic copy of the submittal register to the Contracting Officer with each invoice request. Provide an updated Submittal Register monthly regardless of whether an invoice is submitted.

1.8 VARIATIONS

Variations from contract requirements require Contracting Officer approval pursuant to SUPPLEMENTARY CONDITION 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, and will be considered where advantageous to the Government.

1.8.1 Considering Variations

Discussion of variations with the Contracting Officer before submission will help ensure that functional and quality requirements are met and minimize rejections and resubmittals. When contemplating a variation that results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

Specifically point out variations from contract requirements in transmittal letters. Failure to point out variations may cause the Government to require rejection and removal of such work at no additional cost to the Government.

1.8.2 Proposing Variations

When proposing variation, deliver a written request to the Contracting Officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to Government. Include the DOR's written analysis and approval. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

Check the column "variation" of ENG Form 4025-R for submittals which include proposed deviations requested by the Contractor. 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.

1.8.3 Warranting that Variations are Compatible

When delivering a variation for approval, the Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.8.4 Review Schedule Extension

In addition to the normal submittal review period, a period of 14 days will be allowed for the Government to consider submittals with variations.

1.9 SCHEDULING

Schedule and submit concurrently product data and shop drawings covering component items forming a system or items that are interrelated. Submit pertinent certifications at the same time. No delay damages or time extensions will be allowed for time lost in late submittals.

- a. Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. The Contractor is responsible for additional time required for Government reviews resulting from required resubmittals. The review period for each resubmittal is the same as for the initial submittal.
- b. Submittals required by the contract documents are listed on the submittal register. If a submittal is listed in the submittal register but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but that have been omitted from the register or marked "N/A."
- c. Resubmit the submittal register and annotate it monthly with actual submission and approval dates. When all items on the register have been fully approved, no further resubmittal is required.

Contracting Officer review will be completed within 14 days after the date of submission.

1.10 GOVERNMENT APPROVING AUTHORITY

When the approving authority is the Contracting Officer, the Government will:

- a. Note the date on which the submittal was received.
- b. Review submittals for approval within the scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
- c. Identify returned submittals with one of the actions defined in paragraph REVIEW NOTATIONS and with comments and markings appropriate for the action indicated.

Upon completion of review of submittals requiring Government approval, return a signed and dated electronic submittal. All hard copies of the submittal will be retained by the Contracting Officer.

1.10.1 Review Notations

Submittals will be returned to the Contractor with the following notations:

- a. Submittals marked "approved" or "accepted" authorize proceeding with the work covered.
- b. Submittals marked "approved as noted" or "approved, except as noted, resubmittal not required," authorize proceeding with the work covered provided that the Contractor takes no exception to the corrections.
- c. Submittals marked "not approved," "disapproved," or "revise and resubmit" indicate incomplete submittal or noncompliance with the contract requirements or design concept. Resubmit with appropriate changes. Do not proceed with work for this item until the resubmittal is approved.
- d. Submittals marked "not reviewed" indicate that the submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by Contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by Contractor or for being incomplete, with appropriate action, coordination, or change.
- e. Submittals marked "receipt acknowledged" indicate that submittals have been received by the Government. This applies only to "information-only submittals" as previously defined.

1.11 DISAPPROVED SUBMITTALS

Make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications, give notice to the Contracting Officer as required under the CONDITION OF CONTRACT 52.243-4, CHANGES. The Contractor is responsible for the dimensions and design of connection details and the construction of work. Failure to point out variations may cause the Government to require rejection and removal of such work at the Contractor's expense.

If changes are necessary to submittals, make such revisions and resubmit in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.12 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals is not to be construed as a complete check, and indicates only that

Approval or acceptance by the Government for a submittal does not relieve the Contractor of the responsibility for meeting the contract requirements or for any error that may exist, because under the Quality Control (QC) requirements of this contract, the Contractor is responsible for ensuring information contained within each submittal accurately conforms with the requirements of the contract documents.

After submittals have been approved or accepted 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.

1.13 APPROVED SAMPLES

Approval of a sample is only for the characteristics or use named in such approval and is not to be construed to change or modify any contract requirements. Before submitting samples, provide assurance that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

Match the approved samples for materials and equipment incorporated in the work. If requested, approved samples, including those that may be damaged in testing, will be returned to the Contractor, at its expense, upon completion of the contract. Unapproved samples will also be returned to the Contractor at its expense, if so requested.

Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make as that material. The Government reserves the right to disapprove any material or equipment that has previously proved unsatisfactory in service.

Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for testing. Samples failing to meet contract requirements will automatically void previous approvals. Replace such materials or equipment to meet contract requirements.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

<div style="display: flex; justify-content: space-between; width: 100%;"> Print Form Save As E-mail </div>								
U.S. Army Corps of Engineers (USACE) TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <small>For use of this form, see ER 415-1-10; the proponent agency is CECW-CE.</small>					DATE	TRANSMITTAL NO.		
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <i>(This section will be initiated by the contractor)</i>								
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		THIS TRANSMITTAL IS FOR: <i>(Check one)</i> <input type="checkbox"/> FIO <input type="checkbox"/> GA <input type="checkbox"/> DA <input type="checkbox"/> CR <input type="checkbox"/> DA/CR <input type="checkbox"/> DA/GA				
ITEM NO. <small>(See Note 3)</small>	DESCRIPTION OF SUBMITTAL ITEM <small>(Type size, model number/etc.)</small>	SUBMITTAL TYPE CODE <small>(See Note 8)</small>	NO. OF COPIES	CONTRACT DOCUMENT REFERENCE		CONTRACTOR REVIEW CODE	VARIATION <small>Enter "Y" if requesting a variation (See Note 6)</small>	USACE ACTION CODE <small>(Note 9)</small>
				SPEC. PARA. NO.	DRAWING SHEET NO.			
a.	b.	c.	d.	e.	f.	g.	h.	i.
REMARKS				I certify that the above submitted items had been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.				
				NAME OF CONTRACTOR		SIGNATURE OF CONTRACTOR		
SECTION II - APPROVAL ACTION								
ENCLOSURES RETURNED <i>(List by Item No.)</i>		NAME AND TITLE OF APPROVING AUTHORITY			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. The Transmittal Number typically includes two parts separated by a dash (-). The first part is the specification section number. The second part is a sequential number for the submittals under that spec section. If the Transmittal is a resubmittal, then add a decimal point to the end of the original Transmittal Number and begin numbering the resubmittal packages sequentially after the decimal.
3. The "Item No." for each entry on this form will be the same "Item No." as indicated on ENG FORM 4288-R.
4. Submittals requiring expeditious handling will be submitted on a separate ENG Form 4025-R.
5. Items transmitted on each transmittal form will be from the same specification section. Do not combine submittal information from different specification sections in a single transmittal.
6. If the data submitted are intentionally in variance with the contract requirements, indicate a variation in column h, and enter a statement in the Remarks block describing the detailed reason for the variation.
7. ENG Form 4025-R is self-transmitting - a letter of transmittal is not required.
8. When submittal items are transmitted, indicate the "Submittal Type" (*SD-01 through SD-11*) in column c of Section I.
Submittal types are the following:

SD-01 - Preconstruction	SD-02 - Shop Drawings	SD-03 - Product Data	SD-04 - Samples	SD-05 - Design Data	SD-06 - Test Reports
SD-07 - Certificates	SD-08 - Manufacturer's Instructions	SD-09 - Manufacturer's Field Reports	SD-10 - O&M Data	SD-11 - Closeout	
9. For each submittal item, the Contractor will assign Submittal Action Codes in column g of Section I. The U.S. Army Corps of Engineers approving authority will assign Submittal Action Codes in column i of Section I. The Submittal Action Codes are:

A -- Approved as submitted.	F -- Receipt acknowledged.
B -- Approved, except as noted on drawings. Resubmission not required.	X -- Receipt acknowledged, does not comply with contract requirements, as noted.
C -- Approved, except as noted on drawings. Refer to attached comments. Resubmission required.	G -- Other action required (<i>Specify</i>)
D -- Will be returned by separate correspondence.	K -- Government concurs with intermediate design. (<i>For D-B contracts</i>)
E -- Disapproved. Refer to attached comments.	R -- Design submittal is acceptable for release for construction. (<i>For D-B contracts</i>)
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract.

SUBMITTAL REGISTER											CONTRACT NO.						
TITLE AND LOCATION Channel Islands & Port Hueneme Maintenance Dredging						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEW	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	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 11 00	SD-01 Preconstruction Submittals														
			Permits	1.12	G												
			Survey Firm	3.1.1	G ED												
			Letters And Notifications	1.10													
			Project Schedule	1.7.1	G												
			SD-06 Test Reports														
			Progress Meeting Agenda	1.6.7													
			Progress Meeting Minutes	1.6.7													
			Contractor Surveys	1.20													
			SD-07 Certificates														
			Partial Pay Estimates	1.20	G												
		01 33 00	SD-01 Preconstruction Submittals														
			Submittal Register	1.7	G												
		01 35 26	SD-01 Preconstruction Submittals														
			Accident Prevention Plan (APP)	1.8	G S												
			Dive Operations Plan	1.15	G S												
			SD-06 Test Reports														
			Accident Reports	1.12.2	G S												
			LHE Inspection Reports	1.12.3													
			Monthly Exposure Reports	1.5	G S												
			SD-07 Certificates														
			Crane Operators/Riggers														
			Activity Hazard Analysis (AHA)	1.9	G S												
			Certificate of Compliance	1.12.4													
			Hot Work Permit	1.13													
			License Certificates														

SUBMITTAL REGISTER											CONTRACT NO.						
TITLE AND LOCATION Channel Islands & Port Hueneme Maintenance Dredging						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASS OR SIF IC ATT ION REV W R	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	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 35 26	Portable Gauge Operations Planning Worksheet		G S												
			Radiography Operation Planning Work Sheet		G S												
			Standard Lift Plan		G S												
		01 45 00	SD-01 Preconstruction Submittals														
			Contractor Quality Control (CQC) Plan	3.2	G												
			SD-06 Test Reports														
			Verification Statement	3.9.2													
			SD-07 Certificates														
			Laboratory For Testing Of Sediment Samples	3.7.2.1	G												
		01 50 00	SD-01 Preconstruction Submittals														
			Construction Site Plan	1.3	G												
			Traffic Control Plan	3.3.1	G												
			SD-06 Test Reports														
			Backflow Preventer Tests	1.4.4													
			SD-07 Certificates														
			Backflow Tester	1.4.2													
			Backflow Preventers	1.4													
		01 57 19	SD-01 Preconstruction Submittals														
			Biological Monitoring Firm	1.5	G												
			Environmental Protection Plan	1.5	G												
			Water Quality Monitoring Firm	3.3.1	G												
			Water Quality Monitoring Plan	3.3.2	G												

SUBMITTAL REGISTER											CONTRACT NO.						
TITLE AND LOCATION Channel Islands & Port Hueneme Maintenance Dredging						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REVIEW	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	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 57 19	Pre-Construction Water Quality Monitoring Report	3.3.3.3	G												
			Stormwater Pollution Prevention Plan(SWPPP)														
			Pinniped Biological Monitoring and Avoidance Plan	3.5.1	G												
			Pinniped Biological Monitoring and Avoidance Plan	3.5.2	G												
			Caulerpa Species Survey Plan	3.7.1	G												
			Eelgrass, Canopy Kelp, and Surfgrass Survey Plan	3.7.2	G												
			Hollywood Beach Dune Survey Plan	3.7.3	G												
			Pre-Construction Seagrasses and Canopy Kelp Survey Report	3.7.2	G												
			Caulerpa Species Survey Results	3.7.1	G												
			Pre-Construction Hollywood Beach Dune Survey Report	3.7.3	G												
			QSD and QSP Qualifications	3.3.7.1	G												
			Rain Event Action Plan (REAP)	3.3.7.1.2													
			Signed QSD Not Applicable Statement	3.3.7.1.2													
			All CGP Required Submittals	3.3.7.1.1													
			SD-06 Test Reports														
			Water Quality Monitoring Reports														
			Daily Pinniped Status Report	3.5.2	G												

SUBMITTAL REGISTER											CONTRACT NO.						
TITLE AND LOCATION Channel Islands & Port Hueneme Maintenance Dredging						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REVIEW	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	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	
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		01 57 19	SD-11 Closeout Submittals														
			Summary Pinniped Monitoring Report	3.5.2	G												
			Water Quality Monitoring Summary Report	3.3.3.4	G												
			Post-Construction Hollywood Beach Dune Survey Report	3.7.3	G												
			Seagrasses and Canopy Kelp Post-Construction Survey Report	3.7.2	G												
			WSP Wintering Season Monitoring Summary Report	3.4.3.2	G												
			WSP and CLT Nesting Season Monitoring Summary Report	3.4.3.3	G												
			Hollywood Beach Invasive Species Treatment Memorandum	3.4.4	G												
		01 78 00	SD-11 Closeout Submittals														
			As-Built Drawings	3.1	G												
			Record Drawings	3.2	G												
		35 20 23	SD-01 Preconstruction Submittals														
			Construction Plan	3.1	G												
			SD-04 Samples														
			Sediment Samples	3.5.1													
			Dredge Sample Data	3.5.1													
			SD-06 Test Reports														
			Beach Nourishment Information	3.2.7													
			Daily Report of Operations	3.6													

CONTRACT NO.

Channel Islands & Port Hueneme Maintenance Dredging

CONTRACTOR: SCHEDULE DATES	CONTRACTOR ACTION		APPROVING AUTHORITY		
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SECTION 01 35 26

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05/24

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ENG Form 3394

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SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS
05/24

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.

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ANSI/ASSP A10.34 (2021) Protection of the Public on or
Adjacent to Construction Sites

ANSI/ASSP A10.44 (2020) Control of Energy Sources
(Lockout/Tagout) for Construction and
Demolition Operations

ASTM INTERNATIONAL (ASTM)

ASTM F855 (2020) Standard Specifications for
Temporary Protective Grounds to Be Used on
De-energized Electric Power Lines and
Equipment

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 1048 (2016) Guide for Protective Grounding of
Power Lines

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)

ANSI/ISEA Z89.1 (2014; R 2019) American National Standard
for Industrial Head Protection

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 51B (2024) Standard for Fire Prevention During
Welding, Cutting, and Other Hot Work

NFPA 70 (2023; ERTA 7 2023; TIA 23-15) National
Electrical Code

NFPA 70E (2024) Standard for Electrical Safety in
the Workplace

NFPA 241 (2022) Standard for Safeguarding
Construction, Alteration, and Demolition
Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2024) Safety -- Safety and Health

Requirements Manual

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

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1915	Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
29 CFR 1926	Safety and Health Regulations for Construction
CPL 2.100	(1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

1.2 DEFINITIONS

The following definitions are for the convenience of the reader. If there is a referenced document in the text of this specification section, that is the document that should define terms for that paragraph. If further clarification is needed, contact the Contracting Officer.

1.2.1 Site Safety and Health Officer (SSHO)

A Contractor Employee that is responsible for overseeing and ensuring implementation of the prime Contractor's Safety and Occupational Health (SOH) program according to the Contract, EM 385-1-1, applicable federal, state, and local requirements.

1.2.1.1 Level One SSHO

A designated employee with full-time SOH responsibility that meets and follows the requirements of EM 385-1-1.

1.2.1.2 Level Two SSHO

A designated employee with Level Two SSHO responsibility that meets and follows the requirements of EM 385-1-1. Level Two SSHOs cannot be assigned to projects that have a residual Risk Assessment Code (RAC) of high or extremely high.

1.2.1.3 Level Three SSHO

A designated Qualified Person or Competent Person with SOH responsibility that meets and follows the requirements of EM 385-1-1. Level 3 SSHOs cannot be assigned to projects that have a residual RAC of high or extremely high.

1.2.1.4 Alternate SSHO

An employee that meets the definition of the contract-required level SSHO, but is not the primary SSHO.

1.2.2 Competent Person (CP)

The CP is a person designated in writing, who, through training, knowledge and experience, is capable of identifying, evaluating, and addressing existing and predictable hazards in the working environment or working

conditions that are unsanitary, hazardous, or dangerous to personnel, and who has authorization to take prompt corrective measures to eliminate them.

1.2.3 Qualified Person (QP)

The QP is a person designated in writing, who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems related to the subject matter, the work, or the project.

1.2.4 Lift Director

The person designated to direct the load handling activity. They must have a thorough knowledge of safety procedures for the crane, rigging, employee conduct, and be both a CP and a QP working with the specific LHE being used. The person may be the crane operator or another individual.

1.3 SUBMITTALS

Government Acceptance or Approval does not remove responsibility from the Contractors for their actions or liability.

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G, S

Dive Operations Plan; G, S

SD-06 Test Reports

Accident Reports; G, S

LHE Inspection Reports

Monthly Exposure Reports; G, S

SD-07 Certificates

Crane Operators/Riggers

Activity Hazard Analysis (AHA); G, S

Certificate of Compliance

Hot Work Permit

License Certificates

Portable Gauge Operations Planning Worksheet; G, S

Radiography Operation Planning Work Sheet; G, S

Standard Lift Plan; G, S

1.4 PUBLIC HEALTH EMERGENCIES

In the event of a declared public health emergency, follow safety precautions as required by the Occupational Safety and Health Administration (OSHA) www.osha.gov, the Centers for Disease Control and Prevention (CDC) www.cdc.gov, and as required by federal, state and local requirements.

1.5 MONTHLY EXPOSURE REPORTS

Provide a Monthly Exposure Report by the fifth of each month. This report is a compilation of employee-hours worked each month for all site workers, both Prime and subcontractor. Failure to submit the report may result in retention of up to 10 percent of the progress payment.

1.6 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this Contract, comply with the most recent edition of USACE EM 385-1-1, and the following federal, state, and local laws, ordinances, criteria, rules and regulations at the date of the Solicitation for this Contract. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

1.7 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

1.7.1 Site Safety and Health Officer (SSHO)

1.7.1.1 Qualifications of SSHO

All SSHOs will have met the training and experience requirements identified in the EM 385-1-1 and this Contract.

1.7.1.2 Duties of SSHO

All SSHOs will carry out the roles and responsibilities as identified in this Contract and the EM 385-1-1. All SSHOs will be designated on an ENG Form 6282, provided by the Contracting Officer. Superintendent, QC Manager, and SSHO are subject to dismissal if their required duties are not being effectively carried out. If either the Superintendent, QC Manager, or SSHO are dismissed, project work will be stopped and will not be allowed to resume until a suitable replacement is approved and the above duties are again being effectively carried out.

1.7.1.3 Safety Meetings

Conduct safety meetings to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent Safety and Occupational Health (SOH) training and motivation. Conduct meetings at least once a month for all supervisors at the project location. The SSHO, supervisors, or foremen must conduct meetings at least once a week for the trade workers. Document meeting minutes to include the date, persons in attendance, subjects discussed, and names of individual(s)

who conducted the meeting. Maintain documentation on-site and furnish copies to the Contracting Officer on request. Notify the Contracting Officer of all scheduled meetings 7 calendar days in advance.

1.7.2 Roles and Responsibilities of Prime Contractor and SSHO

The Prime Contractor and SSHO must ensure that the requirements of all applicable OSHA and EM 385-1-1 are met for the project. The Prime Contractor must ensure an SSHO or an equally qualified Alternate SSHO(s) is at the worksite at all times to implement and administer the Contractor's safety program and Government accepted Accident Prevention Plan. If the required SSHO has to temporarily (that is, up to 24 hours / 1 day) leave the site of work due to unforeseen or emergency situations, a Level One, Two, or Three SSHO may be used in the interim and must be on the site of work at all times when work is being performed.

Level Two and Three SSHOs may not be used where the residual RAC exceeds their regulatory limitations as set forth under paragraph DEFINITIONS.

If the SSHO must be off-site for a period longer than 24 hours / 1 day, a qualified alternate that meets the contract requirements must be onsite.

a. Prime contractor must ensure all SSHOs will:

- (1) Are designated on an ENG Form 6282.
- (2) Meet minimum training and experience requirements identified in EM 385-1-1.
- (3) Execute roles and responsibilities identified in EM 385-1-1.

1.7.3 Contract Site Safety And Health Officer(s) (SSHOs) Minimum Requirements

Provide a minimum of one Level One SSHO that meets the requirements of EM 385-1-1 for this project.

1.7.4 Marine Plant Construction Contract Site Safety and Health Officer(s) (SSHOs) Requirements

1.7.4.1 Marine Plant SSHO Personnel Requirements

- a. Provide a minimum of one primary Level One SSHO assigned for the primary shift.

Note: Hopper Dredges with U.S. Coast Guard credentialed crews - the prime contractor may designate a Level Two SSHO in lieu of having a Level one SSHO onboard.

- b. For a project involving multiple work shifts, provide a minimum of a Level One SSHO for each additional shift.
- c. For individual marine construction projects the prime contractor must designate additional Level Three SSHOs at locations where the primary Level One SSHO is not located (example: on dredge, tug, material placement site).

Examples of one marine construction project site is reflected in each of the following:

- (1) a floating crane, tug(s) and scow(s), scow route, and material placement site; or
 - (2) a hydraulic pipeline dredge, attendant plant, and material placement site; or,
 - (3) a hopper dredge (include land-based material placement site - if applicable.)
- d. Designated SSHOs must be present at the project site, located so that they have full mobility and reasonable access to all major work operations and must be available during their shift for immediate verbal consultation and notification.
 - e. Designated SSHOs must have direct report authority to a corporate safety official, senior project manager, or corporate official.
 - f. Designated Level Three SSHOs must report potential safety and occupational health hazards, incidents, and concerns to the Level One or Two SSHO on shift.
 - g. Level One and Level Two SSHOs for dredging must have a minimum of 3 years experience in one of the following areas:
 - (1) Supervising/managing dredging activities.
 - (2) Supervising/managing marine construction activities.
 - (3) Supervising/managing land-based construction activities.
 - (4) Work managing safety programs or processes.
 - (5) Conducting hazard analyses and developing controls in activities or environments with similar hazards.

1.7.5 Competent Person for Confined Space Entry

Provide a CP for Confined Space Entry who meets the requirements of EM 385-1-1 and herein. The CP for Confined Space Entry must supervise the entry into each confined space in accordance with EM 385-1-1.

1.7.6 Preconstruction Conference

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the project must attend the preconstruction conference. This includes the project superintendent, SSHO, quality control manager, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and plans, program and procedures associated with it).
- b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the Contract. This list of proposed AHAs will be reviewed and an agreement will be reached between the Contractor and the Contracting Officer as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, and Government review of AHAs to preclude project delays. The creation of the APP and Schedule will be created

after being given Notice to Proceed.

- c. Deficiencies in the submitted APP, identified during the Contracting Officer's review, must be corrected, and the APP re-submitted for review prior to the start of construction. Work is not permitted to begin until an APP is established that is acceptable to the Contracting Officer.

1.8 ACCIDENT PREVENTION PLAN (APP)

1.8.1 Accident Prevention Plan (APP)

Submit the Accident Prevention Plan (APP) for review and acceptance by the Government at least 30 calendar days prior to the start of operations, after being given Notice to Proceed. A competent person must prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of EM 385-1-1, ENG Form 6293, and herein. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP must interface with the Contractor's overall safety and occupational health program referenced in the APP in the applicable APP element, and made site-specific. Describe the methods to evaluate past safety performance of potential subcontractors in the selection process. Also, describe innovative methods used to ensure and monitor safe work practices of subcontractors. The Government considers the Prime Contractor to be the "controlling employer" for all worksite safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the Contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP must be signed in accordance with the APP and ENG Form 6293 Accident Prevention Plan Worksheet. The SSHO must provide and maintain the APP and a log of signatures by each subcontractor foreman, attesting that they have read and understand the APP, and make the APP and log available on-site to the Contracting Officer. If English is not the foreman's primary language, the Prime Contractor must provide an interpreter.

Work cannot proceed without an accepted APP. Once reviewed and accepted by the Contracting Officer, the APP and attachments will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP is cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Changes to the accepted APP must be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and Quality Control Manager. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered. Should any severe hazard exposure (i.e., imminent danger) become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate and remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSP A10.34), and the environment.

1.8.2 Names and Qualifications

Provide plans in accordance with the requirements outlined in EM 385-1-1,

including the following:

- a. Names and qualifications (resumes including education, training, experience and certifications) of site safety and health personnel designated to perform work on this project to include the designated Site Safety and Health Officer and other competent and qualified personnel to be used. Specify the duties of each position.
- b. Designate and submit qualifications of all Qualified Persons (QP) and Competent Persons (CP) for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; and personal protective equipment and clothing to include selection, use and maintenance. Designate and submit qualifications for additional CPs as applicable to the work performed under this Contract.

1.8.3 Plans

Provide plans in the APP in accordance with the requirements outlined in EM 385-1-1, including the following:

1.9 ACTIVITY HAZARD ANALYSIS (AHA)

Before beginning each activity, task or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting to the Contracting Officer. AHAs must be signed by the SSHO, Superintendent, QC Manager and the subcontractor Foreman performing the work. Format the AHA in accordance with EM 385-1-1 or as directed by the Contracting Officer. Submit the AHA for review at least 15 working days prior to the start of each activity task, or DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented.

AHAs must identify competent persons and include evidence of qualifications.

1.9.1 AHA Management

Review the AHA list periodically (at least monthly) at the Contractor supervisory safety meeting, and update as necessary when procedures, scheduling, or hazards change. Use the AHA during daily inspections by the SSHO to ensure the implementation and effectiveness of the required safety and health controls for that work activity.

1.9.2 AHA Signature Log

Each employee performing work as part of an activity, task or DFOW must review the AHA for that work and sign a signature log specifically maintained for that AHA prior to starting work on that activity. The SSHO must maintain a signature log on site for every AHA. Provide employees whose primary language is other than English, with an interpreter to ensure a clear understanding of the AHA and its contents.

1.10 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in paragraph REFERENCES. Maintain applicable equipment manufacturer's manuals.

1.11 EMERGENCY MEDICAL TREATMENT

Contractors must arrange for their own emergency medical treatment in accordance with EM 385-1-1. The Government has no responsibility to provide emergency medical treatment.

1.12 NOTIFICATIONS AND REPORTS

1.12.1 Accident Notification

Notify the Contracting Officer in accordance with the EM 385-1-1 Accident Reporting Timeline.

Table Accident Reporting Required Timeline		
Accident Type	Notify KO or COR	Complete Final Accident Report on ENG 3394 and provide to KO or COR
Fatality, in-patient hospitalization, amputation, eye loss, or property damage over \$600,000.	Immediately, no later than (NLT) 8 Hours	Within 7 Days
All other accidents and near misses	Immediately, no later than (NLT) 24 Hours	Within 7 Days

Within notification include Contractor name; Contract title; type of Contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (for example, type of construction equipment used and PPE used). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. Provide photographs or video of the accident site. Assist and cooperate fully with the Government's investigation(s) of any accident or near miss.

1.12.2 Accident Reports

- a. Conduct an accident investigation for all mishaps, including recordable and non-recordable injuries and illnesses, property damage, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. Complete the applicable USACE Accident Report, ENG Form 3394, and provide the report to the Contracting Officer within 7 calendar days of the accident. The Contracting Officer will provide copies of any required or special forms. All accidents are reportable, regardless of whether or not they are recordable.

- b. Near Misses: For Army projects, report all "Near Misses" to the Contracting Officer, using local accident reporting procedures, within 24 hours. Report the near miss using the ENG Form 3394 within 7 days, a blank version of the form is included as an attachment to this section. The Contracting Officer will provide the Contractor the required forms. Near miss reports are considered positive and proactive Contractor safety management actions.

1.12.3 LHE Inspection Reports

Submit Load Handling Equipment (LHE) inspection reports required in accordance with EM 385-1-1 and as specified herein with Daily Reports of Inspections.

1.12.4 Certificate of Compliance and Pre-lift Plan/Checklist for LHE and Rigging

Provide a Certificate of Compliance for LHE entering an activity under this Contract and in accordance with EM 385-1-1. Post certifications on the crane.

Develop a Critical Lift Plan/Standard Lift Plan in accordance with EM 385-1-1 and using applicable Pre-Lift Crane Plan/Checklist for each lift planned. Submit lift plans to the Contracting Officer for approval within 30 calendar days in advance of planned lift.

1.13 HOT WORK PERMIT

1.13.1 Permit and Personnel Requirements

Submit and obtain a written permit prior to performing "Hot Work" (i.e., welding or cutting) or operating other flame-producing/spark producing devices. A permit is required from the Explosives Safety Office for work in and around where explosives are processed, stored, or handled. Contractors are required to meet all criteria before a permit is issued. Provide at least two 10 pound rated and inspected extinguishers for normal "Hot Work". The extinguishers must show evidence of current monthly inspection and annual maintenance certification and contain an approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch must be trained in accordance with NFPA 51B and remain on-site for a minimum of 1 hour after completion of the task or as specified on the hot work permit.

1.13.2 Work Around Flammable Materials

Ensure that all requirements of the EM 385-1-1 are met regarding hot work adjacent to flammable/combustible materials. Obtain permit approval from a NFPA Certified Marine Chemist, or Certified Industrial Hygienist for "Hot Work" within or around flammable materials (such as fuel systems or welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, or vaults) that have the potential for flammable or explosive atmospheres.

Whenever these materials, except beryllium and chromium (VI), are encountered in indoor operations, ensure that local mechanical exhaust ventilation systems that are sufficient to reduce and maintain personal exposures to within acceptable limits must be used and maintained in

accordance with manufacturer's instruction and supplemented by exceptions noted in EM 385-1-1.

1.14 CONFINED SPACE ENTRY REQUIREMENTS

Confined space entry must comply with EM 385-1-1, 29 CFR 1926, 29 CFR 1910, and Directive CPL 2.100 as applicable. Any potential for a hazard in the confined space requires a permit system to be used.

1.14.1 Rescue Procedures and Coordination with Local Emergency Responders

Develop and implement an on-site rescue and recovery plan and procedures. The rescue plan must not rely on local emergency responders for rescue from a confined space.

1.15 DIVE SAFETY REQUIREMENTS

Develop a Dive Operations Plan, AHA, emergency management plan, and personnel list that includes qualifications, for each separate diving operation. Submit these documents to the District Dive Coordinator (DDC) via the Contracting Officer, for review and approval at least 15 working days prior to commencement of diving operations. These documents must be at the diving location at all times. Provide each of these documents as a part of the project file.

1.16 SEVERE WEATHER PLAN FOR MARINE ACTIVITIES (SWPMA)

In the event of a severe storm warning, the Contractor must comply with the applicable Storm Plan and:

- a. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.
- c. Ensure that temporary erosion controls are adequate.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

Comply with EM 385-1-1, NFPA 70, NFPA 70E, NFPA 241, the APP, the AHA, applicable Federal and State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

PPE is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated hazardous noise areas or when performing tasks which generate the prescribed decibel levels as noted in the EM 385-1-1, Chapter 5. Safety glasses must be worn or carried/available on each person. Mandatory PPE

includes:

- a. Head Protection that meets ANSI/ISEA Z89.1
- b. Long Pants
- c. Leather or other protective footwear. Open-toed shoes are prohibited.
- d. Appropriate Class Reflective Vests
- e. Head protection is required when there is a potential for head injury from, to include but not limited to, impact, falling or flying objects, or electrical burns.
- f. Hearing Protection - Hearing Conservation Program (HCP). An HCP is required when employees are exposed to hazardous noise and/or toxic chemicals. When required, Contractors must develop and implement a written, site-specific HCP.
- g. Respiratory Protection Program (RPP). A RPP is required when employees are required to use respirators. A written site-specific RPP must be developed and implemented according to this manual and 29 CFR 1910.134.
- h. Eye and/or face protection is required when there is a potential for eye and/or face injury. Eye and face protection must meet the requirements of ANSI/ISEA Z87.1 and bear a legible and permanent "Z87" logo to indicate compliance with the standard.
- i. Personal Flotation Devices (PFD). PFDs are required when there are hazards associated with water, to include but not limited to drowning.

3.1.1 Worksite Communication

Employees working alone in a remote location or away from other workers must be provided an effective means of emergency communications (i.e., cellular phone, two-way radios, land-line telephones or other acceptable means). The selected communication must be readily available (easily within the immediate reach) of the employee and must be tested prior to the start of work to verify that it effectively operates in the area/environment. Develop an employee check-in/check-out communication procedure to ensure employee safety.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this Contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint, and hexavalent chromium, are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.

3.1.3 Unforeseen Hazardous Material

Contract documents identify materials such as PCB, lead paint, and friable and non-friable asbestos and other OSHA regulated chemicals (i.e., 29 CFR Part 1910.1000). If material(s) that may be hazardous to human health upon disturbance are encountered during demolition, repair, renovation, or construction operations. Stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification. Adhere to EM 385-1-1 Chapter 6 when exposure to hazardous or toxic agents and environments is possible.

3.2 UTILITY OUTAGE REQUIREMENTS

Apply for utility outages in sufficient time as to not result in impacts or delays to the project schedule. At a minimum, the written request must include the location of the outage, utilities being affected, duration of outage, any necessary sketches, and a description of the means to fulfill energy isolation requirements in accordance with EM 385-1-1. In accordance with EM 385-1-1, where outages involve Government or Utility personnel, coordinate with the Government on all activities involving the control of hazardous energy.

These activities include, but are not limited to, a review of Hazardous Energy Control Program (HECP) and HEC procedures, as well as applicable Activity Hazard Analyses (AHAs). In accordance with EM 385-1-1 and NFPA 70E, work on energized electrical circuits must not be performed without prior Government authorization. Government permission is considered through the permit process and submission of a detailed AHA. Energized work permits are considered only when de-energizing introduces additional or increased hazard or when de-energizing is infeasible.

3.3 OUTAGE COORDINATION MEETING

After the utility outage request is approved and prior to beginning work on the utility system requiring shut-down, conduct a pre-outage coordination meeting in accordance with EM 385-1-1. This meeting must include the Prime Contractor, the Prime and subcontractors performing the work, the Contracting Officer, and the Public Utilities representative. All parties must fully coordinate HEC activities with one another. During the coordination meeting, all parties must discuss and coordinate on the scope of work, HEC procedures (specifically, the lock-out/tag-out procedures for worker and utility protection), the AHA, assurance of trade personnel qualifications, identification of competent persons, and compliance with HECP training in accordance with EM 385-1-1. Clarify when personal protective equipment is required during switching operations, inspection, and verification.

3.4 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Provide and operate a Hazardous Energy Control Program (HECP) in accordance with EM 385-1-1, 29 CFR 1910, 29 CFR 1915, ANSI/ASSP A10.44, NFPA 70E.

3.4.1 Safety Preparatory Inspection Coordination Meeting with the Government or Utility

For electrical distribution equipment that is to be operated by Government or Utility personnel, the Prime Contractor and the subcontractor performing the work must attend the safety preparatory inspection coordination meeting, which will also be attended by the Contracting Officer's Representative, and required by EM 385-1-1. The meeting will occur immediately preceding the start of work and following the completion of the outage coordination meeting. Both the safety preparatory inspection coordination meeting and the outage coordination meeting must occur prior to conducting the outage and commencing with lockout/tagout procedures.

3.4.2 Lockout/Tagout Isolation

Where the Government or Utility performs equipment isolation and lockout/tagout, the Contractor must place their own locks and tags on each energy-isolating device and proceed in accordance with the HECP. Before any work begins, both the Contractor and the Government or Utility must perform energy isolation verification testing while wearing required PPE detailed in the Contractor's AHA and required by EM 385-1-1. Install personal protective grounds, with tags, to eliminate the potential for induced voltage in accordance with EM 385-1-1.

3.4.3 Lockout/Tagout Removal

Upon completion of work, conduct lockout/tagout removal procedure in accordance with the HECP. In accordance with EM 385-1-1, each lock and tag must be removed from each energy isolating device by the authorized individual or systems operator who applied the device. Provide formal notification to the Government (by completing the Government form if provided by Contracting Officer's Representative), confirming that steps of de-energization and lockout/tagout removal procedure have been conducted and certified through inspection and verification. Government or Utility locks and tags used to support the Contractor's work will not be removed until the authorized Government employee receives the formal notification.

3.5 FALL PROTECTION PROGRAM

Establish a fall protection program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify roles and responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures in accordance with EM 385-1-1.

3.5.1 Fall Protection Equipment and Systems

Enforce use of personal fall protection equipment and systems designated (to include fall arrest, restraint, and positioning) for each specific work activity in the Site Specific Fall Protection and Prevention Plan and AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1.

Provide personal fall protection equipment, systems, subsystems, and components that comply with EM 385-1-1 and 29 CFR 1926.

3.5.1.1 Additional Personal Fall Protection Measures

In addition to the required fall protection systems, other protective measures such as safety skiffs, personal floatation devices, and life rings, are required when working above or next to water in accordance with EM 385-1-1. Personal fall protection systems and equipment are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall protection systems are required when operating other equipment such as scissor lifts. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, travel, or while performing work.

3.5.1.2 Personal Fall Protection Equipment

Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. The use of body belts is not acceptable. Harnesses must have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Snap hooks and carabineers must be self-closing and self-locking, capable of being opened only by at least two consecutive deliberate actions and have a minimum gate strength of 3,600 lbs in all directions. Use webbing, straps, and ropes made of synthetic fiber. The maximum free fall distance when using fall arrest equipment must not exceed 6 feet, unless the proper energy absorbing lanyard is used. Always take into consideration the total fall distance and any swinging of the worker (pendulum-like motion), that can occur during a fall, when attaching a person to a fall arrest system. Equip all full body harnesses with Suspension Trauma Preventers such as stirrups, relief steps, or similar in order to provide short-term relief from the effects of orthostatic intolerance in accordance with EM 385-1-1.

3.6 EQUIPMENT

3.6.1 Use of Explosives

Explosives must not be used or brought to the project site without prior written approval from the Contracting Officer. Such approval does not relieve the Contractor of responsibility for injury to persons or for damage to property due to blasting operations.

Storage of explosives, when permitted on Government property, must be only where directed and in approved storage facilities. These facilities must be kept locked at all times except for inspection, delivery, and withdrawal of explosives.

3.7 ELECTRICAL

Perform electrical work in accordance with EM 385-1-1.

3.7.1 Electrical Work

As described in EM 385-1-1, electrical work is to be conducted in a de-energized state unless there is no alternative method for accomplishing the work. In those cases obtain an energized work permit from the Contracting Officer. The energized work permit application must be accompanied by the AHA and a summary of why the equipment/circuit needs to be worked energized. Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Attach

temporary grounds in accordance with ASTM F855 and IEEE 1048. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator is allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method.

When working in energized substations, only qualified electrical workers are permitted to enter. When work requires work near energized circuits as defined by NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety footwear, insulating gloves and electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA. Ensure that each employee is familiar with and complies with these procedures and 29 CFR 1910.

3.7.2 Qualifications

Electrical work must be performed by QP with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and Local Certifications or Licenses that a Master or Journeyman Electrician may hold, depending on work being performed, and must be identified in the appropriate AHA. Journeyman/Apprentice ratio must be in accordance with State, Local requirements applicable to where work is being performed.

3.7.3 Arc Flash

Conduct a hazard analysis/arc flash hazard analysis whenever work on or near energized parts greater than 50 volts is necessary, in accordance with NFPA 70E.

All personnel entering the identified arc flash protection boundary must be QPs and properly trained in NFPA 70E requirements and procedures. Unless permitted by NFPA 70E, no Unqualified Person is permitted to approach nearer than the Limited Approach Boundary of energized conductors and circuit parts. Training must be administered by an electrically qualified source and documented.

3.7.4 Grounding

Ground electrical circuits, equipment and enclosures in accordance with NFPA 70 to provide a permanent, continuous and effective path to ground unless otherwise noted by EM 385-1-1.

3.7.5 Testing

Temporary electrical distribution systems and devices must be inspected, tested and found acceptable for Ground-Fault Circuit Interrupter (GFCI) protection, polarity, ground continuity, and ground resistance before initial use, before use after modification and at least monthly. Monthly inspections and tests must be maintained for each temporary electrical distribution system, and signed by the electrical CP or QP.

-- End of Section --

U.S. Army Corps of Engineers (USACE) MISHAP NOTIFICATION AND INVESTIGATION		Requirement Control Symbol RCS-CESO-21-0001		
For use of this form, see instructions in the attachments and USACE ER 385-1-99; the proponent agency is CESO.				
DATA REQUIRED BY THE PRIVACY ACT OF 1974				
Authority	10 U.S.C. 7013, Secretary of the Army; 5 U.S.C. 7902, Safety Programs; Public Law 91-596, Occupational Safety and Health Act of 1970; DoD Instruction 6055.1, DoD Safety and Occupational Health Program; Army Regulations 385-10, Army Safety Program; DoD Instruction 6055 .07, Mishap Notification, Investigation, Reporting, and Record Keeping; and E.O. 9397 (SSN), as amended.			
Principal Purpose	Information collected is to provide the USACE leaders, soldiers, families and civilians in injury, illness, and loss data to effectively manage its safety and occupational health program.			
Routine Uses	In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act of 1974, these records or information contained therein may specifically be disclosed outside the DoD as a routine use pursuant to 5 U.S.C. 552a(b) as follows: To the Department of Labor, the Federal Aviation Agency, the National Transportation Safety Board, and to Federal, State, and local agencies and applicable civilian organizations, such as the National Safety Council, for use in a combined effort of accident prevention. In some cases, data must also be disclosed to an employee's representative under the provisions of 29 CFR 196.29. Records will be made available consistent with applicable laws and regulations. Information will be withheld from the public only if authorized by 5 U.S.C. Section 552 (Freedom of Information Act (FOIA), 5 U.S.C. 552a (Privacy Act)), or other statutory or regulatory authority. For additional information for the types of records within this system, visit: http://dpcl.dod.mil/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570035/a0385-1040-aso.aspx			
Disclosure	Failure to provide all the required information on the report may result in the rejection of report submission.			
1. WHO IS REPORTING MISHAP				
a. Name:		b. Phone number:		
c. Email address:		d. Signature:		
e. Report type:	<input type="checkbox"/> 1. Near Miss Report. (No injury / illness, or property damage. <u>Complete all fields with underlined text.</u>)		Date:	
	<input type="checkbox"/> 2. Initial Accident Report. (For accident notification within 24 hrs, <u>Complete all fields with underlined text.</u>)		Date:	
	<input type="checkbox"/> 3. Final Accident Report. (For reporting findings from accident investigation, complete full form.)		Date:	
f. Mishap Type. (Check all that apply)				
<input type="checkbox"/> Fatality		<input type="checkbox"/> Injury / Illness	<input type="checkbox"/> Property Damage	<input type="checkbox"/> Near Miss
g. Were any of the following items associated with the mishap ? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, check all that apply)				
<input type="checkbox"/> Electrical and/or Hazardous Energy		<input type="checkbox"/> Working at Heights	<input type="checkbox"/> Diving	<input type="checkbox"/> Load Handling Equipment or Rigging
		<input type="checkbox"/> Occupational Health Exposure		
2. WHO WAS INVOLVED IN THIS MISHAP?				
a. Name:				
b. Personnel Classification:		c. Time employee began work:		
d. Gender:	e. Date of birth (for Government personnel only):		f. Age:	
g. Date hired:	h. Primary language:			
i. Is individual a supervisor? <input type="checkbox"/> Yes <input type="checkbox"/> No		j. Duty status at time of mishap:	k. Years experience in job:	
l. What was individual doing when mishap occurred? (Select activity from the drop downs below.)				
1. General activities:		2. Vehicle/Equipment/Vessel:		
3. Sports / Recreation:		4. Other not listed:		
m. Did individual utilize all OSHA / EM 385-1-1 required Personnel Protective Equipment (PPE) for activity? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A				
If no, identify missing PPE:				
n. Was a Personal Flotation Device used? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		o. Was a seat belt used? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

p. Government personnel only:			
1. Job series:		2. Rank:	
		3. Grade:	
4. Center / Division / Lab:		5. District:	
q. Contractor personnel only:			
1. Employer / Contractor name:			
2. Individual's occupation / trade:		Other not listed:	
r. If mishap occurred on a contractor site, provide the following:			
1. Prime Contractor name:			
2. Contract number:		3. Contract type:	
		4. Funding type:	
3. WHAT TYPE OF INJURY / ILLNESS OCCURED?			
a. Severity of injury/illness?		b. Type of Injury/Illness:	
c. Identify body part(s) affected by injury / illness:			
Primary body part affected:		Secondary body part affected:	
d. Identify cause and source of injury / illness:			
Cause of injury / illness:		Source of injury / illness:	
e. Was employee treated by a physician or health care professional provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, provide name of physician or health care professional provider?			
f. Was treatment given away from work site? <input type="checkbox"/> Yes <input type="checkbox"/> No		g. Was employee treated in an emergency room ? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
h. If treatment was given away from the work-site, where was it given? (For Government Personnel Only)			
Treatment facility name:			
Address:			
City:		State:	Zip:
			Country:
i. Was employee hospitalized as an in-patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, how many nights?	
		Was OSHA notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Note: OSHA requires reporting all work-related fatalities within 8 hours and in-patient hospitalizations, amputations and loss of an eye within 24 hours to OSHA.			
j. Estimated days away from work:		k. Estimated days of restricted / transferred duty:	
4. WHAT HAPPENED?			
a. What was the primary activity occurring at the time of the mishap?			
Other, not listed:			
b. What happened? Provide a detailed description of the mishap. (Do not include any personally identifiable information (name, etc.).)			
Note: Provide supporting photos, charts, diagrams, etc. with this report.			
c. What other organizations or agencies have been notified about this mishap?			

5. WHAT TYPE OF PROPERTY / MATERIAL WAS INVOLVED?			
a. List all property / material involved in the mishap. (Include damaged and undamaged property.)			
	<i>Item A</i>	<i>Item B</i>	<i>Item C</i>
i. Type of item:			
Other not listed:			
ii. Name of item(s):			
iii. Event type:			
Other not listed:			
iv. Ownership of item:			
v. Dollar cost of damage:			
6. WHEN DID THE MISHAP OCCUR?			
a. Date the mishap occurred:		b. Time mishap occurred:	
c. What day did mishap occur on?		d. What period of day did mishap occur?	
7. WHERE DID THE MISHAP OCCUR?			
a. Did the mishap occur on a military Base/Post? <input type="checkbox"/> Yes <input type="checkbox"/> No			
b. USACE Office / Project name:			
c. Select the location type most closely associated with the mishap:			
d. Identify exact location where mishap occurred:			
Address:			
City:	State:	Zip:	Country:
e. Latitude:		f. Longitude:	
8. WHY DID THE MISHAP OCCUR? (Recommend completing this section for Near Misses.)			
A. Performance Causal Factors			
1. Did a problem with performance contribute to this mishap occurring? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, select the error that contributed most to the mishap:			
2. Describe action(s) taken, anticipated or recommended to eliminate cause(s):			
B. Support Causal Factors			
1. Did a problem with resources contribute to this mishap occurring? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, select the error that contributed most to the mishap:			
2. Describe action(s) taken, anticipated or recommended to eliminate cause(s):			
C. Standards / Policy / Planning Causal Factors			
1. Did an organizational standard / policy / or plan contribute to this mishap occurring? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, select the error that contributed most to the mishap:			
2. Was a written Activity Hazard Analysis (AHA) or equivalent completed and accepted by Government Designated Authority (GDA) for task(s) being performed at time of mishap? (If yes, attach a copy to this report) <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, was the AHA available and used by worker? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Was a written work plan (critical lift plan, fall protection plan, etc.) required, completed and accepted by the GDA for task(s) being performed at time of mishap? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, was the plan available and used by worker? <input type="checkbox"/> Yes <input type="checkbox"/> No			

4. Describe action(s) taken, anticipated or recommended to eliminate cause(s):

D. Training Causal Factors

1. Did a problem with training contribute to this mishap occurring? ☐ Yes ☐ No

If yes, select the error that contributed most to the mishap:

2. Was individual trained to perform the activity / task? ☐ Yes ☐ No

If yes, select type of training: ☐ Classroom ☐ Certification/License ☐ On the job

☐ Other, describe:

What was date of most recent training?

3. Describe action(s) taken, anticipated or recommended to eliminate cause(s):

E. Leader / Supervisor Causal Factors

1. Did any leader / supervisory mistake / task error contribute to this mishap occurring? ☐ Yes ☐ No

If yes, select the error that contributed most to the mishap:

2. Did the safety climate/culture contribute to the mishap? ☐ Yes ☐ No

3. Did challenges with teamwork contribute to the mishap? ☐ Yes ☐ No

4. Describe action(s) taken, anticipated or recommended to eliminate cause(s):

F. Individual Causal Factors

1. Did any individual mistakes/task errors contribute to this mishap occurring? ☐ Yes ☐ No

If yes, select the error that contributed most to the mishap:

2. Describe action(s) taken, anticipated or recommended to eliminate cause(s):

G. Physical Environment Causal Factors

1. Did any physical environment contribute to this mishap occurring? ☐ Yes ☐ No

If yes, select the error that contributed most to the mishap:

2. Describe action(s) taken, anticipated or recommended to eliminate cause(s):

H. Material Causal Factors

1. Did any material failure contribute to this mishap occurring? ☐ Yes ☐ No

If yes, select the error that contributed most to the mishap:

2. Which failure is most closely associated with the material failure/malfunction?

3. Describe action(s) taken, anticipated or recommended to eliminate cause(s):

I. Environmental Causal Factors

1. Did any environmental condition contribute to this mishap occurring? ☐ Yes ☐ No

If yes, select the factor that contributed most to the mishap:

2. Describe action(s) taken, anticipated or recommended to eliminate cause(s):

J. Facility / Building Design	
1. Did the design of the facility / building contribute to the mishap? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe:	
2. Describe action(s) taken, anticipated or recommended to eliminate hazard:	
K. Existing Hazard	
1. Did a hazard(s) contribute to the mishap? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe the hazard(s):	
2. Describe action(s) taken, anticipated or recommended to eliminate hazard(s):	
9. Corrective Action plan	
a. Have all corrective action(s) to prevent mishap recurrence been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. What person is / was responsible for corrective action plan?	
c. What date will / have all corrective action(s) be/been completed by:	
d. Additional information:	
10. Additional Information	
<div style="height: 400px; border: 1px solid black;"></div>	

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SECTION 01 42 00

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02/19

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SECTION 01 42 00

SOURCES FOR REFERENCE PUBLICATIONS

02/19

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 B564 Standard Specification for 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.

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)
520 N. Northwest Highway
Park Ridge, IL 60068
Ph: 847-699-2929
E-mail: customerservice@assp.org
Internet: <https://www.assp.org/>

AMERICAN WATER WORKS ASSOCIATION (AWWA)
6666 W. Quincy Avenue
Denver, CO 80235 USA
Ph: 303-794-7711 or 800-926-7337
Fax: 303-347-0804
Internet: <https://www.awwa.org/>

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: <https://www.astm.org/>

FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH
(FCCCHR)
USC Foundation Office
Research Annex 219
Los Angeles, CA 90089-7700
Ph: 866-545-6340
Fax: 213-740-8399
E-mail: fccchr@usc.edu
Internet: <https://fccchr.usc.edu/>

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
445 and 501 Hoes Lane
Piscataway, NJ 08854-4141
Ph: 732-981-0060 or 800-701-4333
Fax: 732-981-9667
E-mail: onlinesupport@ieee.org
Internet: <https://www.ieee.org/>

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)
1901 North Moore Street
Arlington, VA 22209-1762
Ph: 703-525-1695
Fax: 703-528-2148
Internet: <https://safetyequipment.org/>

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
1 Batterymarch Park
Quincy, MA 02169-7471
Ph: 800-344-3555
Fax: 800-593-6372
Internet: <https://www.nfpa.org>

U.S. ARMY CORPS OF ENGINEERS (USACE)
CRD-C DOCUMENTS available on Internet:
<http://www.wbdg.org/ffc/army-coe/standards>
Order Other Documents from:
Official Publications of the Headquarters, USACE
E-mail: hqpublications@usace.army.mil
Internet: <http://www.publications.usace.army.mil/>
or
<https://www.hnc.usace.army.mil/Missions/Engineering-Directorate/TECHINFO/>

U.S. FEDERAL AVIATION ADMINISTRATION (FAA)
Order for sale documents from:
Superintendent of Documents
U.S. Government Publishing Office (GPO)
732 N. Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800 or 866-512-1800
Bookstore: 202-512-0132
Internet: <https://www.gpo.gov/>
Order free documents from:
U.S. Department of Transportation
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
Ph: 866-835-5322
Internet: <https://www.faa.gov/>

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)
1200 New Jersey Ave., SE
Washington, DC 20590
Ph: 202-366-4000
E-mail: ExecSecretariat.FHWA@dot.gov
Internet: <https://www.fhwa.dot.gov/>
Order from:
Superintendent of Documents

U.S. Government Publishing Office (GPO)
732 N. Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800 or 866-512-1800
Bookstore: 202-512-0132
Internet: <https://www.gpo.gov/>

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road
College Park, MD 20740-6001
Ph: 866-272-6272
Internet: <https://www.archives.gov/>
Order documents from:
Superintendent of Documents
U.S. Government Publishing Office (GPO)
732 N. Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800 or 866-512-1800
Bookstore: 202-512-0132
Internet: <https://www.gpo.gov/>

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

-- End of Section --

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SECTION 01 45 00

QUALITY CONTROL

11/16

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SECTION 01 45 00

QUALITY CONTROL
11/16

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 D3740 (2012a) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E329 (2018) Standard Specification for 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; submittals not having a "G" designation are for Contractor Quality Control approval. Submit the following in accordance with Section 01 33 00
SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contractor Quality Control (CQC) Plan; G

SD-06 Test Reports

Verification Statement

SD-07 Certificates

Laboratory For Testing Of Sediment Samples; G

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Establish and maintain an effective quality control (QC) system that complies with the Contract Clause titled "Inspection of Construction." QC consist of plans, procedures, and organization necessary to produce an end product which complies with the Contract requirements. The QC system covers all construction operations, both onsite and offsite, and be keyed

to the proposed construction sequence. The project superintendent will be held responsible for the quality of work and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the Contract. In this context the highest level manager responsible for the overall construction activities at the site, including quality and production is the project superintendent. The project superintendent maintains a physical presence at the site at all times and is responsible for all construction and related activities at the site, except as otherwise acceptable to the Contracting Officer.

3.2 CONTRACTOR QUALITY CONTROL (CQC) PLAN

Submit no later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The Government will consider an interim plan for the first 15 days of operation. 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 accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional work.

3.2.1 Content of the CQC Plan

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 will implement the three phase control system for all aspects of the work specified. Include a CQC System Manager that reports 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. Letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities will be issued by the CQC System Manager. Furnish copies of these letters to the Contracting Officer.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures must 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.
- 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. Establish verification procedures 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 which is separate and distinct from other tasks, has separate control requirements, and is identified by different trades or disciplines, or it is work by the same trade in a different environment. Although each section of the specifications can 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.

3.2.2 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 the Contractor Quality Control (CQC) Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

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

3.3 COORDINATION MEETING

Before the start of construction, and prior to acceptance by the Government of the CQC Plan, meet with the Contracting Officer and discuss the Contractor's quality control system. Submit the CQC Plan a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details must 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 will be prepared by the Government, signed by both the Contractor and the Contracting Officer and will become a part of the contract file. There can 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 can require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a Safety and Health Manager, CQC System Manager, and sufficient number of additional qualified personnel to ensure safety and Contract compliance. The Safety and Health Manager reports directly to a senior project (or corporate) official independent from the CQC System Manager. The Safety and Health Manager will also 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 maintains 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 will be subject to acceptance by the Contracting Officer. Provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Promptly complete and furnish all letters, material submittals, shop drawing submittals, schedules and all other project documentation to the CQC organization. The CQC organization is 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

Identify as CQC System Manager an individual within the onsite work organization that is responsible for overall management of CQC and has the authority to act in all CQC matters for the Contractor. The CQC System Manager is required to be a graduate engineer or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this Contract. This CQC System Manager is on the site at all times during construction and is employed by the prime Contractor. The CQC System Manager is assigned as CQC System Manager but has duties as project superintendent in addition to quality control. Identify in the plan an alternate to serve in the event of the CQC System Manager's absence. The requirements for the alternate are the same as the CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil and dredging. These individuals or specialized technical companies are employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on the specialized personnel's areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals can perform other duties but need to be allowed sufficient time to perform the specialized personnel's assigned quality control duties as described in the Quality Control Plan. A single person can cover more than one area provided that the single person is qualified to perform quality control activities in each designated and that workload allows.

Experience Matrix	
Area	Qualifications
Civil	Graduate Civil Engineer or Construction Manager with 2 years experience in the type of work being performed on this project or technician with 5 years of related experience
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

Contractor Quality Control (CQC) System Manager and Alternate CQC System Manager are required to have completed the Construction Quality Management (CQM) for Contractors course. If the CQC System Manager does not have a current certification, obtain the CQM for Contractors course certification within 90 days of award. This course is periodically offered by the Naval Facilities Engineering Command and the Army Corps of Engineers. Contact the Contracting Officer for information on the next scheduled class.

The Construction Quality Management Training certificate expires after 5 years. If the CQC System Manager's certificate has expired, retake the course to remain current.

3.4.5 Organizational Changes

Maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, 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, have to comply with the requirements in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization is responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

CQC 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 are required to be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase is 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 includes:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. Make available during the preparatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field. Maintain and make available in the field for use by Government personnel until final acceptance of the work.
- b. Review of the Contract drawings.
- c. 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. 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. 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. 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 needs to be notified at least 24 hours in advance of beginning the preparatory control phase. 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. Document the results of the preparatory phase actions by separate minutes prepared by the CQC System Manager and attach to the daily CQC report. Instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase is accomplished at the beginning of a definable feature of work. Accomplish the following:

- a. Check 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 are in compliance with the contract.
- 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 needs to be notified at least 24 hours in advance of beginning the initial phase for definable feature of work. Prepare separate minutes of this phase by the CQC System Manager and attach to the daily CQC report. Indicate the exact location of initial phase for definable feature of work for future reference and comparison with follow-up phases.
- g. The initial phase for each definable feature of work is 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

Perform daily checks to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. Record the checks in the CQC documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Conduct additional preparatory and initial phases 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

Perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. Procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. 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. Record results of all tests taken, both passing and failing on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test. If approved by the Contracting Officer, actual test reports are submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the Contracting Officer. Failure to submit timely test reports as stated results in nonpayment for related work performed and disapproval of the test facility for this Contract.

3.7.2 Testing Laboratories

All testing laboratories must be validated by the USACE Material Testing Center (MTC) for the tests to be performed. Information on the USACE MTC with web-links to both a list of validated testing laboratories and for the laboratory inspection request for can be found at:

<http://www.erdc.usace.army.mil/Media/Fact-Sheets/Fact-Sheet-Article-View/Article/476661/materials-testing-center>

3.7.2.1 Laboratory for Dredge Sediment Samples

Submit the name and qualifications of the Laboratory for Testing of Sediment Samples, for acceptance by the Contracting Officer. The Laboratory must be accredited by AASHTO to conduct the specified test and must 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 is required to meet criteria detailed in ASTM D3740 and ASTM E329.

3.7.2.3 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$942.00 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.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Conduct an inspection of the work by the CQC System Manager 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. Prepare and include in the CQC documentation a punch list of items which do not conform to the approved drawings and specifications, as required by paragraph DOCUMENTATION. Include within the list of deficiencies the estimated date by which the deficiencies will be corrected. Make a second inspection the CQC System Manager or staff to ascertain that all deficiencies have been corrected. Once this is accomplished, notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative is required to 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 can also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of

the Pre-Final inspection. Notify the Contracting Officer at least 14 days prior to the final acceptance inspection and 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

3.9.1 Quality Control Activities

Maintain current records providing factual evidence that required quality control activities and/or tests have been performed. Include in these records the work of subcontractors and suppliers on an acceptable form that includes, as a minimum, the following information:

- a. The name and area of responsibility of the Contractor/Subcontractor.
- 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. Identify the control phase (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.

3.9.2 Verification Statement

Indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. Cover both conforming and deficient features and include a statement that equipment and materials incorporated in the work and workmanship comply with the Contract. Furnish the original and one copy of these records in report form 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, prepare and submit one report for every 7 days of no work and on the last day of a no work

period. All calendar days need to be accounted for throughout the life of the contract. The first report following a day of no work will be for that day only. Reports need to be signed and dated by the Contractor Quality Control (CQC) System Manager. Include copies of test reports and copies of reports prepared by all subordinate quality control personnel within the CQC System Manager Report.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

- a. Construction Quality Control Report (Sample)
- b. Hydraulic Daily Report
- c. Operator's Log for Dredging

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. 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. If the Contractor fails or refuses to comply promptly, the Contracting Officer can 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 will be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

QUALITY CONTROL REPORT-BUCKET/PIPELINE										PAGE NO. Page 1 of 2			
CONTRACT NO.		CONTRACT TITLE					CONTRACTOR					REPORT NO.	
CHARACTER OF REPORT		<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> ENVIRONMENTAL					DATE 01/29/2020						
DREDGE		NAME AND TYPE					SHIFTS PER DAY		DAYS PER WEEK				
		SIZE		HORSEPOWER			NO. OF CREW MEMBERS						
		PIPELINE	DIPPER OR BUCKET	DREDGE PUMP	SUCTION PIPE JET	CUTTER OR BUCKET	DREDGE	SHORE	OTHER	TOTAL			
LOCATION/CHANNEL OF WORK													
LOCATION OF WORK		REACH DREDGED; STATION TO STATION			DISPOSAL AREA USED		QTY DEPOSITED GROSS (CY)		CUMMULATIVE AND QTY DEPOSIT FOR DA (CY)				
CHARACTER OF MATERIAL (%)		GRAVEL 0 %	SAND 0 %	CLAY 0 %	MUD 0 %	SILT 0 %	HARDPAN 0 %	STONE 0 %	SHELL 0 %	OTHER 0 %			
CHANNEL CONDITION		AVERAGE DEPTH			BEFORE DREDGING			AFTER DREDGING					
RIVER/TIDE STAGE		MIN		TIME		MAX		TIME		GAGE LOCATION			
		MIN		TIME		MAX		TIME		GAGE DATUM MLLW			
WEATHER CONDITION		WEATHER			TEMP (min/max)		VISIBILITY		WIND				
WORK PERFORMED						DISTRIBUTION OF WORK							
ITEM		UNIT		QUANTITY		EFFECTIVE WORKING TIME (CHARGEABLE TO COST OF WORK)				HR.	MIN.		
AVERAGE WIDTH OF CUT		FT				PUMPING OR DREDGING							
TOTAL ADVANCE THIS PERIOD		FT				PCT OF EFFECTIVE TIME				0%			
TOTAL ADVANCE PREVIOUSLY		FT				BOOSTER (IN LINE)							
TOTAL ADVANCE TO DATE		FT				NON-EFFECTIVE WORKING TIME (CHARGEABLE COST OF WORK)							
SCOWS LOADED		NUMBER				HANDLING PIPE LINES				0	0		
AVERAGE LOAD PER SCOW		CY				HANDLING ANCHOR LINES				0	0		
FLOATING PIPE		SHORE PIPE		SUBMERGED PIPE		CLEARING PUMP AND PUMP LINES				0	0		
TOTAL LENGTH OF DISCHARGE PIPE		FT				CLEARING CUTTER AND SUCTION HEAD				0	0		
CUBIC YARDS REMOVED		GROSS		CREDITED		WAITING FOR SCOWS				0	0		
AMOUNT DREDGE THIS DATE						TO AND FROM WHARF OR ANCHORAGE				0	0		
AMOUNT PREVIOUSLY REPORTED						CHANGING LOCATION OF PLANT ON JOB				0	0		
TOTAL AMOUNT DREDGED TO DATE						LOSS DUE TO OPPOSING NATURAL ELEMENTS				0	0		
AMOUNT DREDGED PER PUMPING/CUTTING HR						SHORE LINE AND SHORE WORK				0	0		
OPERATING SUPPLIES						WAITING FOR BOOSTER				0	0		
COMMODITY		CONSUMED		CREDITED		MINOR OPERATING REPAIRS (EXPLAIN IN REMARKS)				0	0		
ITEM	UNIT	QUANTITY		QUANTITY		WAITING FOR ATTENDANT PLANT				0	0		
FUEL	BBL					PREPARATION AND MAKING UP TOW				0	0		
ELECTRICITY	KW					TRANSFERRING PLANT BETWEEN WORKS				0	0		
LUBRICANTS	GAL					LAY TIME OFF SHIFT AND SATURDAYS				0	0		
MOB DATE	DREDGE START		DEMOB DATE		SUNDAYS AND HOLIDAYS				0	0			
						FIRE DRILL				0	0		
						MOVING OUT OF WAY OF TRAFFIC				0	0		
						MISCELLANEOUS (EXPLAIN IN REMARKS)				0	0		
						TOTAL NON-EFFECTIVE TIME				0	0		
						PCT. OF NON-EFFECTIVE				0%			
						TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (CHARGEABLE TO COST OF WORK)				0	0		

QUALITY CONTROL REPORT-BUCKET/PIPELINE					PAGE NO. Page 2 of 2		
CONTRACT NO.	CONTRACT TITLE			CONTRACTOR		REPORT NO.	
DREDGE					DATE		
ATTENDANT PLANT				LOST TIME (NOT CHARGEABLE TO COST OF WORK)			
ITEM	NAME OR NUMBER	H.P.	HOURS			HR	MIN
			24:00	MAJOR REPAIRS		0	0
			24:00	CESSATION		0	0
			24:00	COLLISIONS		0	0
			24:00	MISCELLANEOUS		0	0
			24:00	TOTAL LOST TIME		0	0
			24:00	PERCENTAGE OF TOTAL TIME		0%	
			24:00	TOTAL TIME IN PERIOD		0	0
<div>QC NARRATIVE(S)</div> <div>GENERAL COMMENTS</div> <div>SAFETY</div>							
CONTRACTOR CERTIFICATION		On behalf of the contractor, I certify that this Report is complete and correct and all equipment and material used and work performed during this Reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as noted above.					
QC REPRESENTATIVE'S SIGNATURE			DATE		SUPERINTENDENT'S INITIALS		DATE

**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

LOCATION QUANTITY TO DATE

Floating _____ Total _____
Submerged _____ Avg. Total _____
Shore _____

LABOR DREDGE INFORMATION

of Crew Leverman

Shift #1 _____
Shift #2 _____
Shift #3 _____

*Pump Speed (RPM) _____
*Cutter RPM _____
*Cutter type _____
*Runner Diameter _____
*Applicable to cutter suction/suction dredging only.

DOWN TIME

TIME DOWN

TIME RESTART

REASONS

TIME

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL

EQUIPMENT _____

DAILY SOUNDINGS

VERTICAL

HORIZONTAL

Minimum _____
Maximum _____
Average _____

REMARKS _____

SUBMITTED BY: _____

SIGNED: _____

HYDRAULIC DAILY REPORT

DREDGE _____

WEATHER _____

WIND _____

SEA _____

REPORT NO. _____

CONTRACT NO. _____

DATE _____

TIDE GAGE # _____

HORIZONTAL
POS. _____

DREDGING CYCLE: _____

W O R K L O C A T I O N S K E T C H (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

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SECTION 01 45 01

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

11/16

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-- End of Section Table of Contents --

SECTION 01 45 01

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)
11/16

PART 1 GENERAL

1.1 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2024) Safety and Health Requirements
Manual

1.2 MEASUREMENT AND PAYMENT

The work of this section is not measured for payment. The Contractor is responsible for the work of this section, without any direct compensation other than the payment received for Contract items.

1.3 CONTRACT ADMINISTRATION

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Government accesses the system using the Government Mode of RMS (RMS GM) and the Contractor accesses the system using the Contractor Mode (RMS CM). The term RMS will be used in the remainder of this section for both RMS GM and RMS CM. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. The Contractor accesses RMS to record, maintain, input, track, and electronically share information with the Government throughout the contract period in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring
Scheduling
Closeout
Import/Export of Data

1.3.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible. Some correspondence, including pay requests and payrolls, are also to be provided in paper format with original signatures. Paper documents will govern, in the event of discrepancy with the electronic version.

1.3.2 Other Factors

Other portions of this document have a direct relationship to the reporting accomplished through RMS. Particular attention is directed to Contract

Clause, 52.236-15 "Schedules for Construction Contracts"; Contract Clause, 52.232-27 "Prompt Payment for Construction Contracts"; Contract Clause, 52.232-15 "Payments Under Fixed-Priced Construction Contracts"; Section 01 33 00 SUBMITTAL PROCEDURES; Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS; and Section 01 45 00 QUALITY CONTROL.

1.4 RMS SOFTWARE

RMS is a Windows-based program that can be run on a Windows-based PC meeting the requirements as specified in paragraph SYSTEM REQUIREMENTS. Download, install and be able to utilize the latest version of the RMS software within 7 calendar days of receipt of the Notice to Proceed. RMS software, user manuals, access and installation instructions, program updates and training information are available from the RMS website (<http://rmsdocumentation.com>). The Government and the Contractor will have different access authorities to the same contract database through RMS. The common database will be updated automatically each time a user finalizes an entry or change.

1.5 SYSTEM REQUIREMENTS

The following is the recommended system configuration to run the Contractor Mode RMS for full utilization of all features for all types and sizes of contracts. Smaller, less complicated, projects may not require the configuration levels described below. Required configuration also noted below.

Recommended RMS System Requirements	
Hardware	
Windows-based PC	1.7 GHz i3; AMD A6 3650 GHz or higher processor (REQUIRED)
RAM	8 GB
Hard drive disk	100 GB space for sole use by RMS system
Monitor	Screen resolution 1366 x 768
Mouse or other pointing device	
Windows compatible printer	Laser printer must have 4 MB+ of RAM
Connection to the Internet	minimum 4 Mbs per user
Software	
MS Windows	Windows 7 x 64 bit (RMS requires 64 bit O/S) or newer (REQUIRED)
Word Processing software	Viewer for MS Word 2013, MS Excel 2013 or newer (REQUIRED)
E-mail	MAPI compatible (REQUIRED)

Recommended RMS System Requirements	
Virus protection software	Regularly upgraded with all issued Manufacturer's updates and is able to detect most zero day viruses (REQUIRED)

1.6 CONTRACT DATABASE - GOVERNMENT

The Government will enter the basic contract award data in RMS prior to granting the Contractor access. The Government entries into RMS will generally be related to submittal reviews, correspondence status, and Quality Assurance (QA) comments, as well as other miscellaneous administrative information.

1.7 CONTRACT DATABASE - CONTRACTOR

Contractor entries into RMS establish, maintain, and update data throughout the duration of the contract. Contractor entries generally include prime and subcontractor information, daily reports, submittals, RFI's, schedule updates and payment requests. RMS includes the ability to import attachments and export reports in many of the modules, including submittals. The Contractor responsibilities for entries in RMS typically include the following items:

1.7.1 Administration

1.7.1.1 Contractor Information

Enter all current Contractor administrative data and information into RMS within 7 calendar days of receiving access to the contract in RMS. This includes, but is not limited to, Contractor's name, address, telephone numbers, management staff, and other required items.

1.7.1.2 Subcontractor Information

Enter all missing subcontractor administrative data and information into RMS CM within 7 calendar days of receiving access to the contract in RMS or within 7 calendar days of the signing of the subcontractor agreement for agreements signed at a later date. This includes name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed.

1.7.1.3 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 are numbered starting from 0001 (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C" or "RFP".

1.7.1.4 Equipment

Enter and maintain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment

inspection dates.

1.7.1.5 Reports

Track the status of the project utilizing the reports available in RMS. The value of these reports is reflective of the quality of the data input. These reports include the Progress Payment Request worksheet, Quality Control (QC) comments, Submittal Register Status, and Three-Phase Control worksheets.

1.7.1.6 Request For Information (RFI)

Create and track all Requests For Information (RFI) in the RMS Administration Module for Government review and response.

1.7.2 Finances

1.7.2.1 Pay Activity Data

Develop and enter a list of pay activities in conjunction with the project schedule. The sum of pay activities equals the total contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities assigned to a CLIN equals the amount of each CLIN.

1.7.2.2 Payment Requests

Prepare all progress payment requests using RMS. Update the work completed under the contract at least monthly, measured as percent or as specific quantities. After the update, generate a payment request and prompt payment certification using RMS. Submit the signed prompt payment certification and payment request as well as supporting data either electronically or by hard copy. Unless waived by the Contracting Officer, a signed paper copy of the approved payment certification and request is also required and will govern in the event of discrepancy with the electronic version.

1.7.3 Quality Control (QC)

Enter and track implementation of the 3-phase QC Control System, QC testing, transferred and installed property and warranties in RMS. Prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements in RMS. Maintain all data on a daily basis. Ensure that RMS reflects all quality control methods, tests and actions contained within the Contractor Quality Control (CQC) Plan and Government review comments of same within 7 calendar days of Government acceptance of the CQC Plan.

1.7.3.1 Quality Control (QC) Reports

The Contractor's Quality Control (QC) Daily Report in RMS is the official report. The Contractor can use other supplemental formats to record QC data, but information from any supplemental formats are to be consolidated and entered into the RMS QC Daily Report. Any supplemental information may be entered into RMS as an attachment to the report. QC Daily Reports must be finalized and signed in RMS within 24 hours after the date covered by the report. Provide the Government a printed signed copy of the QC Daily Report, unless waived by the Contracting Officer.

1.7.3.2 Deficiency Tracking.

Use the QC Daily Report Module to enter and track deficiencies. Deficiencies identified and entered into RMS by the Contractor or the Government will be sequentially numbered with a QC or QA prefix for tracking purposes. Enter each deficiency into RMS the same day that the deficiency is identified. Monitor, track and resolve all QC and QA entered deficiencies. A deficiency is not considered to be corrected until the Government indicates concurrence in RMS.

1.7.3.3 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS. Worksheets for the three-phase control meetings are generated within RMS.

1.7.3.4 Labor and Equipment Hours

Enter labor and equipment exposure hours on a daily basis. Roll up the labor and equipment exposure data into a monthly exposure report.

1.7.3.5 Accident/Safety Reporting

Both the Contractor and the Government enter safety related comments in RMS as a deficiency. The Contractor must monitor, track and show resolution for safety issues in the QC Daily Report area of the RMS QC Module. In addition, follow all reporting requirements for accidents and incidents as required in EM 385-1-1, Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS and as required by any other applicable Federal, State or local agencies.

1.7.3.6 Definable Features of Work

Enter each feature of work, as defined in the approved CQC Plan, into the RMS QC Module. A feature of work may be associated with a single or multiple pay activities, however a pay activity is only to be linked to a single feature of work.

1.7.3.7 Activity Hazard Analysis

Import activity hazard analysis electronic document files into the RMS QC Module utilizing the document package manager.

1.7.4 Submittal Management

Enter all current submittal register data and information into RMS within 7 calendar days of receiving access to the contract in RMS. The information shown on the submittal register following the specification Section 01 33 00 SUBMITTAL PROCEDURES will already be entered into the RMS database when access is granted. Group electronic submittal documents into transmittal packages to send to the Government, except very large electronic files, samples, spare parts, mock ups, color boards, or where hard copies are specifically required. Track transmittals and update the submittal register in RMS on a daily basis throughout the duration of the contract. Submit hard copies of all submittals unless waived by the Contracting Officer.

1.7.5 Schedule

Enter and update the contract project schedule in RMS by either manually entering all schedule data or by importing the Standard Data Exchange

Format (SDEF) file.

1.7.6 Closeout

Closeout documents, processes and forms are managed and tracked in RMS by both the Contractor and the Government. Ensure that all closeout documents are entered, completed and documented within RMS.

1.8 IMPLEMENTATION

Use of RMS as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain contract data within the RMS system. RMS is an integral part of the Contractor's required management of quality control.

1.9 NOTIFICATION OF NONCOMPLIANCE

Take corrective action within 7 calendar days after receipt of notice of RMS non-compliance by the Contracting Officer.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

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ATTACHMENTS:

Project Sign Template

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SECTION 01 50 00

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

08/09

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.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C511 (2017) Reduced-Pressure Principle Backflow
Prevention Assembly

FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH
(FCCCHR)

FCCCHR List (continuously updated) List of Approved
Backflow Prevention Assemblies

FCCCHR Manual (10th Edition) Manual of Cross-Connection
Control

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 241 (2013; Errata 2015) Standard for
Safeguarding Construction, Alteration, and
Demolition Operations

NFPA 70 (2017; ERTA 1-2 2017; TIA 17-1; TIA 17-2;
TIA 17-3) National Electrical Code

U.S. FEDERAL AVIATION ADMINISTRATION (FAA)

FAA AC 70/7460-1 (2015; Rev L) Obstruction Marking and
Lighting

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)

MUTCD (2009) Manual on Uniform Traffic Control
Devices

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. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Construction Site Plan; G

Traffic Control Plan; G

SD-06 Test Reports

Backflow Preventer Tests

SD-07 Certificates

Backflow Tester Certification

Backflow Preventers Certificate of Full Approval

1.3 CONSTRUCTION SITE PLAN

Prior to the start of work, submit a Construction Site Plan showing the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage area (onsite and offsite), and access and haul routes, avenues of ingress/egress to the fenced area and details of the fence installation. Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.

1.4 BACKFLOW PREVENTERS CERTIFICATE

This sub-section is only applicable if connection to a potable water supply occurs.

1.4.1 Backflow Preventers

Certificate of Full Approval from FCCCHR List, University of Southern California, attesting that the design, size and make of each backflow preventer has satisfactorily passed the complete sequence of performance testing and evaluation for the respective level of approval. Certificate of Provisional Approval will not be acceptable.

1.4.2 Backflow Tester Certificate

Prior to testing, submit to the Contracting Officer certification issued by the State or local regulatory agency attesting that the backflow tester has successfully completed a certification course sponsored by the regulatory agency. Tester must not be affiliated with any company participating in any other phase of this Contract.

1.4.3 Backflow Prevention Training Certificate

Submit a certificate recognized by the State or local authority that states the Contractor has completed at least 10 hours of training in backflow preventer installations. The certificate must be current.

1.4.4 Backflow Preventer

Reduced pressure principle type conforming to the applicable requirements AWWA C511. Provide backflow preventers complete with 150 pound flanged cast iron mounted gate valve, 304 stainless steel or bronze, internal parts. The

particular make, model/design, and size of backflow preventers to be installed must be included in the latest edition of the List of Approved Backflow Prevention Assemblies issued by the FCCCHR List and be accompanied by a Certificate of Full Approval from FCCCHR List. After installation conduct Backflow Preventer Tests and submit test reports verifying that the installation meets the FCCCHR Manual Standards.

PART 2 PRODUCTS

2.1 TEMPORARY SIGNAGE

2.1.1 Bulletin Board

Immediately upon beginning of work, provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board must be accessible to all employees.

2.1.2 Project and Safety Signs

2.1.2.1 Construction Project Sign Package

Provide the construction project sign package, maintain the signs during construction, and remove the signs from the job site upon completion of the project. The construction project sign package consists of three signs: project identification, hard hat, and on-the-job safety performance of the Contractor. The package must conform to the requirements of EP 310-1-6a and EP 310-1-6b, specifically Section 16. Submit the sign legend orders as required in Section 16 of EP 310-1-6a prior to erecting the signs. Erect signs within 15 days after receipt of the notice to proceed and at least one week prior to the start of any activity at the project site. Correct the data required by the safety sign daily, with light colored metallic or non-metallic numerals. A Project Sign Template is included at the end of this section. Sign information should be changed, as directed by the Contracting Officer, to reflect the current project.

2.2 TEMPORARY TRAFFIC CONTROL

2.2.1 Haul Roads

Construct access and haul roads necessary for proper prosecution of the work under this contract. Construct with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic are to be avoided. Provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, must be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads are subject to approval by the Contracting Officer. Lighting must be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations.

2.2.2 Barricades

Erect and maintain temporary barricades to limit public access to hazardous areas. Barricades are required wherever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both

pedestrian and vehicular traffic. Securely place barricades clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Place barricades away from slopes / edges as much as possible.

2.2.3 Fencing

Provide fencing along the construction site at all open excavations and tunnels to control access by unauthorized people.

- a. Safety fencing must be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 48 inches high and maximum mesh size of 2 inches, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. Install fencing to be able to restrain a force of at least 250 pounds against it.

2.3 TEMPORARY WIRING

Provide temporary wiring in accordance with NFPA 241 and NFPA 70. Include frequent inspection of all equipment and apparatus.

PART 3 EXECUTION

3.1 EMPLOYEE PARKING

Contractor employees will park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the construction site. Contractor employee parking must not interfere with existing and established parking requirements of the government installation.

3.2 AVAILABILITY AND USE OF UTILITY SERVICES

3.2.1 Temporary Utilities

Provide temporary utilities required for construction. Materials may be new or used, must be adequate for the required usage, not create unsafe conditions, and not violate applicable codes and standards.

3.2.2 Sanitation

Provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer and periodically empty wastes into a municipal, district, or station sanitary sewage system, or remove waste to a commercial facility. Obtain approval from the system owner prior to discharge into any municipal, district, or commercial sanitary sewer system. Any penalties and / or fines associated with improper discharge will be the responsibility of the Contractor. Coordinate with the Contracting Officer and follow station regulations and procedures when discharging into the station sanitary sewer system. Maintain these conveniences at all times without nuisance. Include provisions for pest control and elimination of odors. Government toilet facilities will not be available to Contractor's personnel.

3.2.3 Telephone

Make arrangements and pay all costs for telephone facilities desired.

3.2.4 Obstruction Lighting of Cranes

Provide a minimum of 2 aviation red or high intensity white obstruction lights on temporary structures (including cranes) over 100 feet above ground level. Light construction and installation must comply with FAA AC 70/7460-1. Lights must be operational during periods of reduced visibility, darkness, and as directed by the Contracting Officer.

3.2.5 Fire Protection

Provide temporary fire protection equipment for the protection of personnel and property during construction. Remove debris and flammable materials daily to minimize potential hazards.

3.3 TRAFFIC PROVISIONS

3.3.1 Maintenance of Traffic

- a. Conduct operations in a manner that will not close any thoroughfare or interfere in any way with traffic on railways or highways except with written permission of the Contracting Officer at least 15 calendar days prior to the proposed modification date, and provide a Traffic Control Plan detailing the proposed controls to traffic movement for approval. The plan must be in accordance with State and local regulations and the MUTCD, Part VI. Make all notifications and obtain any permits required. Contractor may move oversized and slow-moving vehicles to the worksite provided requirements of the highway authority have been met.
- b. Conduct work so as to minimize obstruction of traffic, and maintain traffic on at least half of the roadway width at all times. Obtain approval from the Contracting Officer prior to starting any activity that will obstruct traffic.
- c. Provide, erect, and maintain, at contractors expense, lights, barriers, signals, passageways, detours, and other items, that may be required by the Life Safety Signage, overhead protection authority having jurisdiction.

3.3.2 Protection of Traffic

Maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the erection and maintenance of adequate warning, danger, and direction signs, will be as required by the State and local authorities having jurisdiction. Protect the traveling public from damage to person and property. Minimize the interference with public traffic on roads selected for hauling material to and from the site. Investigate the adequacy of existing roads and their allowable load limit. Contractor is responsible for the repair of any damage to roads caused by construction operations. Place signs as needed for public visibility.

3.3.3 Dust Control

Dust control methods and procedures must be approved by the Contracting Officer. Treat dust abatement on access roads with applications of calcium chloride, water sprinklers, or similar methods or treatment.

3.4 CONTRACTOR'S TEMPORARY FACILITIES

3.4.1 Field Office and Facilities

Provide and maintain administrative field office facilities within the construction area as indicated on the approved Construction Site Plan. Government office and warehouse facilities will not be available.

3.4.2 Staging and Storage Area

Store equipment and materials in the staging and storage areas. Construct a temporary 6 feet high chain link fence around the staging and storage areas. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Do not place or store equipment and materials outside the fenced areas unless otherwise directed. Park mobile equipment within the fenced area at the end of each work day, or as otherwise directed. Domestic pets are not allowed within the staging and storage area.

3.4.3 Appearance of Temporary Facilities

a. Temporary facilities utilized by the Contractor for administrative or material storage purposes must present a clean and neat exterior appearance and be in a state of good repair. Trailers and storage containers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed onsite until painted and repaired.

b. Paint using suitable paint and maintain the temporary facilities. Failure to do so will be sufficient reason to require their removal.

3.4.4 Maintenance of Contractor Staging and Storage Area

Keep fencing in a state of good repair and proper alignment. Grassed or unpaved areas, which are not established roadways, must be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways, should the Contractor elect to traverse them with construction equipment or other vehicles; gravel gradation will be at the Contractor's discretion. Mow and maintain grass located within the boundaries of the Contractor staging and storage area for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers will be edged or trimmed neatly.

3.4.5 Jobsite Security Provisions

Provide adequate outside security lighting at the Contractor's temporary facilities. Provide security for the jobsite and staging areas and request from the appropriate law enforcement agency periodic security checks of the temporary project field offices, staging, and storage areas.

3.4.6 Site Storm Protection

When a storm warning is issued, take precautions to minimize danger to persons, and protect the work and nearby Government property. Precautions must include, but are not limited to, removing loose materials, tools and equipment from exposed locations; and removing or securing scaffolding and other temporary work.

3.5 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor must install a satisfactory means of communication, such as telephone or other suitable devices and made available for use by Government personnel.

3.6 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, furnish and erect temporary project safety fencing at the work site. Maintain the safety fencing during the life of the contract and, upon completion and acceptance of the work, will become the property of the Contractor and be removed from the work site.

3.7 CLEANUP

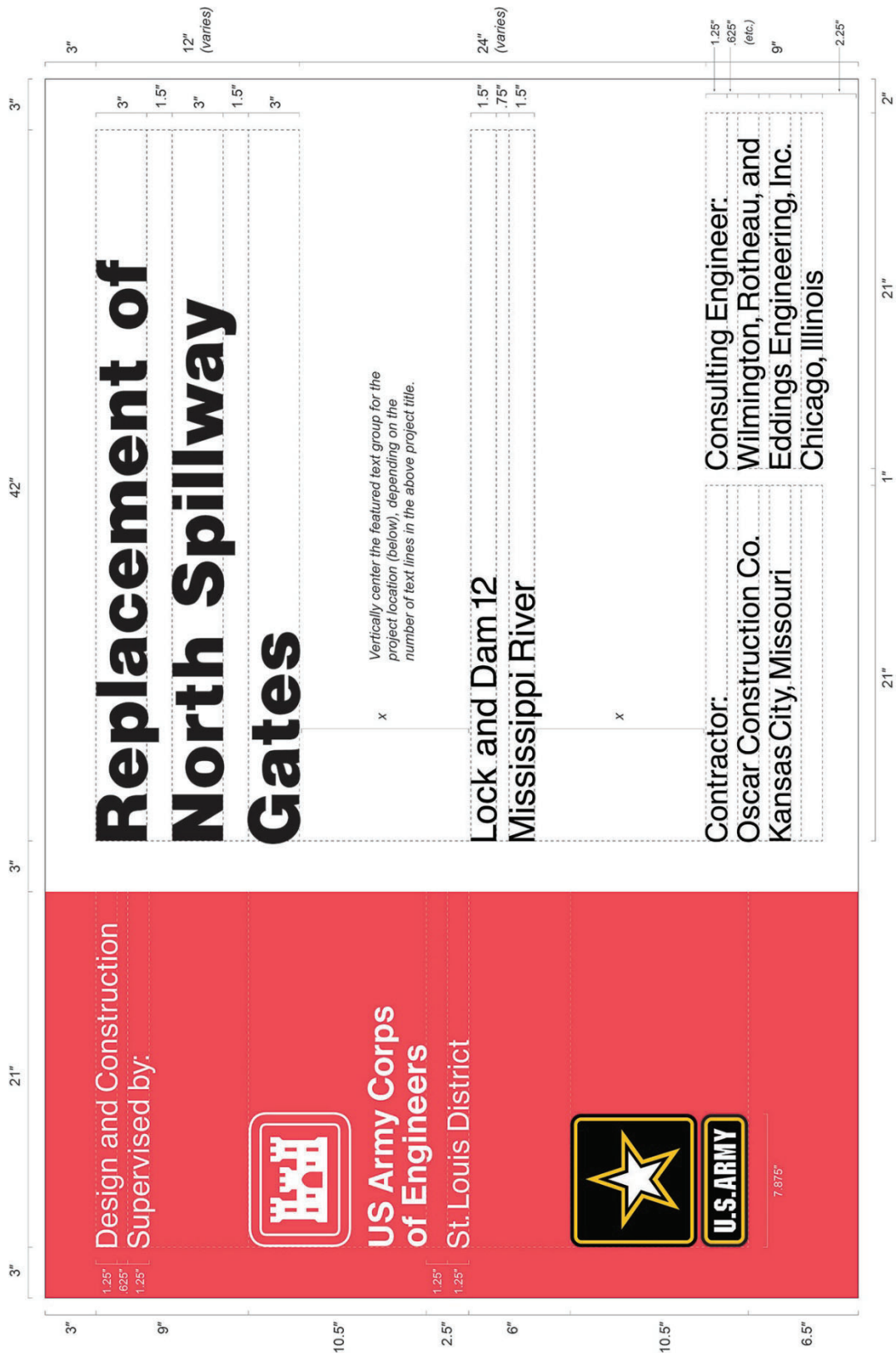
Remove construction debris, waste materials, packaging material and the like from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways must be cleaned away. Store any salvageable materials resulting from demolition activities within the fenced area described above or at the supplemental storage area. Neatly stack stored materials not in trailers, whether new or salvaged.

3.8 RESTORATION OF STORAGE AREA

Upon completion and acceptance of the work remove the bulletin board, signs, barricades, haul roads, and any other temporary products from the site. After removal of trailers, materials, and equipment from within the fenced area, remove the fence that will become the property of the Contractor. Restore areas used by the Contractor for the storage of equipment or material, or other use to the original or better condition. Remove gravel used to traverse grassed areas and restore the area to its original condition, including top soil and seeding as necessary.

-- End of Section --

ATTACHMENT B: Example Graphic of Signage with Dimensions for Civil Works Project



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ATTACHMENTS:

401 Water Quality Certification Channel Islands / Port Hueneme Maintenance
Dredging (April 29th, 2024)

Biological Opinion [08EVEN00-2022-0085983-S7]

Hollywood Beach Western Snowy Plover Habitat Expansion and Enhancement Plan
(Merkel & Associates 2024)

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SECTION 01 57 19

TEMPORARY ENVIRONMENTAL CONTROLS
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)

40 CFR 261 Identification and Listing of Hazardous Waste

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2024) Safety and Health Requirements Manual

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, noise, cultural, and visual 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 will be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Biological Monitoring Firm; G

Environmental Protection Plan; G

Water Quality Monitoring Firm; G

Water Quality Monitoring Plan; G

Pre-Construction Water Quality Monitoring Report; G
Stormwater Pollution Prevention Plan(SWPPP)
Pinniped Biological Monitoring and Avoidance Plan; G
Caulerpa Species Survey Plan; G
Eelgrass, Canopy Kelp, and Surfgrass Survey Plan; G
Hollywood Beach Dune Survey Plan; G
Pre-Construction Seagrasses and Canopy Kelp Survey Report; G
Caulerpa Species Survey Results; G
Pre-Construction Hollywood Beach Dune Survey Report; G
QSD and QSP Qualifications; G
Rain Event Action Plan (REAP)
Signed QSD Not Applicable Statement
All CGP Required Submittals

SD-06 Test Reports

Water Quality Monitoring Reports
Daily Pinniped Status Report; G

SD-11 Closeout Submittals

Summary Pinniped Monitoring Report; G
Water Quality Monitoring Summary Report; G
Post-Construction Hollywood Beach Dune Survey Report; G
Seagrasses and Canopy Kelp Post-Construction Survey Report; G
WSP Wintering Season Monitoring Summary Report; G
WSP and CLT Nesting Season Monitoring Summary Report; G
Hollywood Beach Invasive Species Treatment Memorandum; G

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

Comply with all applicable Federal, State, and local laws and regulations. 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

Prepare a list of features requiring protection under the provisions of the CONDITION OF THE CONTRACT 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS which are not specifically identified on the drawings as environmental features requiring protection. Protect those environmental features, indicated specifically on the drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract.

1.4.2 Permits

a. This section supplements responsibility under the SUPPLEMENTARY CONDITION 52.236-7, PERMITS AND RESPONSIBILITIES. The Government has not obtained any permits for this project with the exception of necessary concurrences from the California Coastal Commission, U.S. Fish and Wildlife Service, National Marine Fisheries Service, State Historic Preservation Office and the California Regional Water Quality Control Board (CRWQC). Obtain all other necessary permits and abide by the conditions set within each document. If there is a conflict among the conditions, request clarification from the Contracting Officer.

b. Air Quality Permit to Operate. Obtain and maintain an on-site copy of appropriate Permits to Operate from the California Air Resources Board (CARB) and the Ventura County Air Pollution Control District (VCAPCD) for all applicable equipment that will be used to perform contract work prior to commencement of work and pay all associated fees. The Contracting Officer may issue an order stopping all or part of the work until proof of necessary permits is obtained. No part of the time lost due to such stop orders is an acceptable subject of claim for extension of time for excess costs or damages by the Contractor.

c. Transportation permits. Transportation of heavy construction equipment and/or materials which requires the use of oversized transport vehicles on State highways require a Caltrans transportation permit. Recommend that an oversize load permit be obtained from the County of Ventura Public Works Agency - Transportation Department if using a County of Ventura road that involves the transport of heavy construction equipment and/or materials which requires the use of oversized transport vehicles.

1.4.3 Environmental Assessment of Contract Deviations

a. 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 placement 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.

b. 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

a. Biological Monitoring Firm. Within 5 days of Notice to Proceed, submit the name and qualifications for a [Biological Monitoring Firm](#) that will be participating in the preparation of the EPP and performing the required biological monitoring. A biological monitoring firm approval is required for a number of different specialty monitoring tasks / surveys:

- Pinniped Monitoring
- Caulerpa survey
- Eelgrass, canopy kelp and surfgrass surveys
- Hollywood Beach dune survey
- Hollywood Beach Monitoring and Restoration

Submit qualifications for each firm if more than one firm will be used.

b. Submit an [Environmental Protection Plan](#) within 10 days after Notice To Proceed. Incorporate Government comments into the final Environmental Protection Plan within 5 days after receipt of comments.

c. 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.

d. Detail the actions to 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. Address each topic at a level of detail commensurate with the environmental issue and required construction task(s). No physical work at the site can begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. Keep the Environmental Protection Plan current and maintain a copy on site.

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

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 proposed construction operations and the requirements imposed by those laws, regulations and permits. Attach permits and specific conditions to the Environmental Protection Plan.

1.5.2 Spill Control Plan

Include a Spill Control Plan as part of the Environmental Protection Plan. In the Spill Control Plan, 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 385-1-1](#). 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 to 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. 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. Include a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

Submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. Detail actions to comply with the following recycling and waste minimization requirements:

- a. Participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.
- b. 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, 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. 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 prepare a Debris Management Plan identifying methods and locations for solid waste disposal. Include sources and expected types of debris, debris separation and retrieval methods, and debris disposal methods.

1.5.6 Environmental Training Program

In the Environmental Protection Plan describe a plan for continual training of the Contractor and Sub-Contractor personnel throughout the construction period on all environmental protection measures and procedures. Prior to initiating work, ensure personnel are made aware of the ecological importance of surrounding habitat areas, the presence of federal and state listed threatened and endangered species (i.e. Western Snowy Plover) and

other sensitive species (including marine mammals), and the legal ramifications for harming endangered species and other items listed in paragraph "Training of Contractor Personnel".

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 Vegetation Protection / Landscape

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. 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). Place all solid waste in containers and disposed on a regular schedule. Conduct all handling and disposal in such a way as to prevent spillage and contamination. Transport all solid waste off the project site and dispose of in compliance with Federal, State, and local requirements.

3.1.3 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Remove hazardous waste generated by construction activities from the work area and dispose in compliance with Federal, State, and local requirements. Segregate hazardous waste from other materials and wastes, and 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 must be taken. Remove hazardous waste from the project site within 30 days. Do not dump hazardous waste onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

3.1.4 Fuels and Lubricants

Conduct fueling and lubrication of equipment and motor vehicles in a manner that affords the maximum protection against spills and evaporation. Store lubricants and waste oil to be discarded in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations. Ensure motorized equipment are not maintained or parked in or near any bodies of water in such a manner that petroleum products or other pollutants from the equipment may enter these areas. Do not operate vehicles and equipment in any water body, except as necessary for construction.

a. Fueling and maintenance of highway rated vehicles must be performed offsite.

b. Appropriately sized drip pans must be placed under parked equipment

at all times to contain any oil leaks.

c. All equipment using gas, oil, hydraulic fluid, or other petroleum products to be inspected for leaks or damaged hoses a minimum of once daily throughout the project duration. Position stationary equipment (e.g. motors, pumps, generators, etc.) over an impermeable containment barrier system.

d. Store fuel in a double walled storage container at all times. All fuel containers must be stored at all times within the designated temporary land-based work and storage area(s) on an impervious apron with a surrounding containment berm.

e. Establish a Designated Fueling Station within the designated temporary land-based work and storage area(s) on level ground a minimum of 100 feet away from any water. Conduct all fueling and lubrication of equipment and motor vehicles in the Designated Fueling Station on an impervious apron.

1) Ensure impermeable ground cover barriers are under the fuel tanks, connectors, hoses, and receiving equipment during fueling at all times.

2) Throughout the duration of the project, maintain a spill clean-up kit at the Designated Fueling Station at all times that is capable of containing any potential spills.

3) Do not leave fueling operations unattended. During fueling, use nozzles equipped with an automatic shutoff and vapor recovery nozzles at all times to control drips.

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.2.1 Known Historic, Archaeological, and Cultural Resources

Located immediately adjacent to the Drift Sand Pile on Naval Base Ventura County (NBVC) is the past site of the Port Hueneme CBC Pistol Range. Prior to any utilization of the Drift Sand Pile, delineate the boundary of the Drift Sand Pile with avoidance flagging to ensure no impacts to the Port Hueneme CBC Pistol Range.

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, human remains, archeological deposits or associated objects), report such observations within 15 minutes to the Corps Archaeologist and Contracting Officer. Upon discovery, immediately cease all work/activities within 200 feet of the discovered cultural resources until the Corps has met the requirement of 36 CFR 800.13 and the Contracting Officer re-authorizes project construction.

3.3 PROTECTION OF WATER RESOURCES

Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Stay within the boundaries of the identified construction zones. Ensure all dredging and fill activities remain within the boundaries specified in the drawings. No

dumping of any material in the marine environment which includes fill or material outside of the project area or within any adjacent aquatic community. Avoid environmentally sensitive areas such as estuaries.

3.3.1 Water Quality Monitoring Firm

Submit the name and qualifications of the [Water Quality Monitoring Firm](#) to conduct the water quality monitoring within 10 days of NTP. Do not commence work preparing the Water Quality Monitoring Plan until written approval of the selected firm has been received.

3.3.2 Water Quality Monitoring Plan

Prepare a [Water Quality Monitoring Plan](#) in accordance with the [401 Water Quality Certification Channel Islands / Port Hueneme Maintenance Dredging \(April 29th, 2024\) requirements](#). Include all procedures required to conduct the water quality monitoring including, but not limited to: name and qualifications of the monitoring firm; 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. Submit the Water Quality Monitoring Plan within 10 days of the Notice to Proceed. Do not proceed with work until written approval of the Water Quality Monitoring Plan has been received. Incorporate government comments into the Plan within 10 days of receipt of comments.

3.3.3 Water Quality Monitoring and Sampling Requirements

Perform discharge monitoring, sampling, inspections, and testing, reporting and record keeping as set forth below:

3.3.3.1 Water Quality Monitoring

a. Perform the following sampling protocol during the dredging and beach placement operations. Commence monitoring at least one week prior to the start of dredging and continue at least one week following the completion of all such operations. Conduct monitoring for the first seven days of dredging, and then [once](#) per week until the completion of the dredge cycle. For the purposes of clarity, the monitoring period is defined as:

- 1) Conduct one day of water quality monitoring one week prior to start of dredging.

- 2) Conduct daily water quality monitoring for the first seven days of dredging. Should dredging not take place on any given day within the first seven days, do not conduct water quality monitoring on that day(s), and those non-dredge days will not count towards the first seven days.

- 3) Water quality monitoring to continue each dredge day until seven days of dredging has occurred and water quality monitoring commitments reached. A total of seven days of water quality monitoring from the first dredge day defines the first week of dredging for water quality monitoring purposes.

- 4) The eighth day of dredging defines the week period for the rest of the dredge cycle. For example, if the 8th day of dredging falls on a Tuesday, a week will be defined as Tuesday to Monday for the remaining

dredge cycle.

5) Conduct one day of water quality monitoring one week following the completion of dredging.

b. Conduct monitoring of the dredge site at least one hour after the start of dredge operations. Conduct monitoring of the placement site at least one hour after the start of placement of dredge material and while placement is ongoing.

c. Obtain all receiving water monitoring data via grab samples or remote electronic detection equipment.

d. Perform Water Quality Monitoring at the dredge site and placement site at locations A thru E as specified below. Water samples from locations B and C should be at the same approximate depths (+/- 3 ft), and samples from locations D and E should be at the same approximate depths (+/- 3 ft).

e. Collect data at the following locations, safety permitting:

Dredge Site Sampling Locations (A - C):

(A). 100 feet from the outer dredge boundary.

(B). 300 feet down current of dredge boundary, in the direction of the turbidity plume.

(C). Control site (nearby area not affected by dredging operations).

Placement Site Sampling Locations (D & E):

(D). 500 feet down current from the Placement Site and outside of the surf zone as safety permits (in water depths between -10 and -25 ft MLLW).

(E). A control site (nearby area not affected by placement operations), in water depths between -10 and - 25 ft MLLW.

Collect control measurements outside of visible turbidity plumes to represent ambient conditions.

f. Monitor for the following parameters:

<u>Parameter</u>	<u>Units</u>	<u>Locations</u>	<u>Frequency</u>
Dissolved Oxygen	mg/l	A thru E	first 7 days / Weekly*
Light Transmittance	% Transmittance	A thru E	first 7 days / Weekly*
Turbidity	NTU	A thru E	first 7 days / Weekly*
pH	pH Units	A thru E	first 7 days / Weekly*
Water Temperature	degrees C	A thru E	first 7 days / Weekly*
Salinity	‰	A thru E	first 7 days / Weekly*

* See paragraph "a" for details on frequency of sampling.

1) Perform water column monitoring (dissolved oxygen, light transmittance, turbidity, pH, temperature, and salinity) throughout the water column at three foot intervals starting 3 feet below the surface

to a point 3 feet above the bottom.

2) Plot water column light transmittance values from locations B and C, and D and E on a graph with depth, and include in the monitoring report. Graphs will be plotted to allow direct comparison of locations B and C on one graph, and locations D and E on a second graph.

3) Water column light transmittance values from locations B & C, and D & E must be averaged for the near surface (3 feet below the surface), mid-water, and bottom (3 feet above the bottom).

4) Water column turbidity values from locations (B & C), and (D & E) must be averaged and presented in two independent tables (dredging site and placement site) in the monitoring report. Include the compliance value and compliance status in the table.

g. Should dredging not take place during any weekly period (week defined in paragraph a.) for any reason, water quality monitoring is not required. Submit a negative report documenting the reasons for no dredging during the week, and certifying that no dredging occurred. Any dredging during the week requires monitoring, even if dredging only occurs on a single day.

3.3.3.2 Recording of Observations

Ensure that the following observations are recorded by the individual performing such operations, during each sampling effort:

1. Name of project (Channel Islands & Port Hueneme Maintenance Dredging)
2. Date, exact location and time of sampling or measurements
3. Name of individual performing sampling or measurements
4. Direction of current and approximate speed
5. Tidal stage
6. General weather conditions and wind velocity
7. Appearance of trash, floatable material, grease, oil slick, or other objectionable material
8. Discoloration and extent of visible turbidity plumes
9. Any distinguishable odors
10. Quantity of material dredged the previous day
11. Cumulative total amount of material dredged to date
12. Date of analyses
13. Name of individual performing analyses
14. Analytical techniques and/or methods to be used to analyze and interpret data
15. Results
16. Photo documentation of project activities

3.3.3.3 Submittal of Monitoring and Sampling Results

a. Upon the availability of daily test results, submit via e-mail, that same day, a Pre-Construction Water Quality Monitoring Report, all Water Quality Monitoring results and a Post-Construction Water Quality Monitoring Report to the Contracting Officer, Environmental Coordinator, and Corps Biologist.

For any non-compliance water quality results, inform the Contracting Officer, Environmental Coordinator, and Corps Biologist within 30 minutes of receipt of the results.

- b. Keep a copy of all reports in a file at the job site available for inspection.

3.3.3.4 Water Quality Monitoring Summary Report

- a. Prepare and submit a [Water Quality Monitoring Summary Report](#) for approval at the completion of each dredge cycle. Evaluate water quality over the full dredge cycle duration. Include discussions about problems and resolutions encountered throughout the project. [Ensure the Water Quality Monitoring Summary Report meets requirements of Annual Reporting requirements detailed in the 401 Certification attachment issued for the Channel Islands / Port Hueneme Harbors Maintenance Dredging Project \(29 April 2024\)](#). Submit the Water Quality Monitoring Summary Report electronically in PDF, text searchable format using Optical Character Recognition, via email to the Contracting Officer and the Environmental Coordinator within 15 days of the final water quality monitoring event.
- b. Any supporting documentation (i.e., original field notes, computer disks, records of interviews, data, pictures, working papers, etc.) will become property of the Government.

3.3.4 Turbidity Plume Reduction

- a. If directed, modify dredge operations to reduce turbidity if the difference in percent light transmittance between locations B & C (and / or D & E) for any averaged value is 20 % or greater; or turbidity changes greater than 20% of the measured natural turbidity if natural turbidity is between 0 to 50 NTUs; [or turbidity changes greater than 10% of the measured natural turbidity if natural turbidity is greater than 50 NTUs](#); or dissolved oxygen concentrations fall below 5.0 mg/l (unless background readings indicate low dissolved oxygen concentrations); or the pH is depressed below 6.5 or raised above 8.5, ambient pH levels shall not be changed more than 0.2 units from natural conditions.
- b. If directed by the Contracting Officer, modify operations as necessary to reduce turbidity or other water quality impacts. Modifications could include slowing operations, avoidance of certain tidal conditions, or temporarily stopping to allow turbidity to dissipate.
- c. Additional monitoring and minimization measures may be required if compliance thresholds are not met.

3.3.5 Floating Debris

During the performance of the work, institute and enforce procedures to prevent spills and floating debris from fouling the local waters and beaches. Should these procedures fail, promptly clean up all spills and debris. At the end of each work shift, remove loose materials on adjoining structures and debris in the water and on the beach and dispose off site.

3.3.6 Other Discharge

Should the Contractor lose, dump, throw overboard, sink or misplace material, plant, machinery appliance, or cause pollution on the waters, give immediate notice and, if required, 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 cost of the necessary removal and cleanup may be deducted from the monies due or to become due to the Contractor.

3.3.7 Stormwater

Do not discharge stormwater from construction sites to the sanitary sewer, active channel, or river. If the water is noted or suspected of being contaminated, it may only be released to the storm drain system if the discharge is specifically permitted. Obtain authorization in advance from the Contracting Officer for any release of contaminated water.

3.3.7.1 Construction General Permit and Stormwater Requirements

Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer (QSD) and Qualified SWPPP Practitioner (QSP)

a. Appoint in writing a QSD and QSP. This can be a collateral position; however, the person in this position must be trained to adequately accomplish the role of a QSD and QSP as defined in the state Construction General Permit.

1) Qualified SWPPP Developer (QSD). Qualified SWPPP Developer is a qualified stormwater professional authorized by the discharger to develop and revise SWPPP.

2) Qualified SWPPPs Practitioner (QSP). Qualified SWPPP Practitioner is a qualified stormwater professional authorized by the discharger to conduct non-stormwater and stormwater visual observations, sampling, and implementation of all elements of the SWPPPs.

Submit QSD and QSP Qualifications to the Contracting Officer. Note: the QSD and/or the QSP will be responsible for Construction General Permit and SWPPP training requirements, this is a separate training requirement and not a part of the Environmental Training program in Sec 1.5.6.

3.3.7.1.1 Construction General Permit (CGP)

The Government has not obtained coverage under the Construction General Permit (CGP). The Contractor's QSD will determine if enrollment in the CGP is applicable to the project. If the Contractor's QSD determines enrollment in the CGP is applicable to the project the Contractor must: obtain coverage under the CGP, the Contractor's QSD will develop all required plans and submittals, and enroll and maintain compliance with the CGP. Submit a copy to the Government of all CGP required submittals that are submitted to the RWQCB/SMARTS System (All CGP Required Submittals).

If notified by Los Angeles Regional Water Quality Control Board (Los Angeles Water Board) of a violation to the accepted SWPPP, any modifications to Best Management Practices to bring the site into compliance with the interpretation of the Los Angeles Water Board, is not a change to the contract.

3.3.7.1.2 Stormwater Requirements

a. Comply with the local regulations associated with the Los Angeles Water Board's Municipal Stormwater Permit issued to Los Angeles and Ventura County and co-permittees under NPDES No. CAS004004 and Waste Discharge Requirements Order No. R4-2021-0105 or subsequent order.]

b. If determined the project is not applicable for enrollment in the CGP by the QSD, provide a signed statement from the QSD stating that the project is not applicable for enrollment (Signed QSD Not Applicable Statement).

If determined by the QSD the project is not applicable for enrollment in the CGP, the QSD will develop and implement a site-specific SWPPP and submit a Rain Event Action Plan (REAP) as described in the CGP. Note, the implementation of the SWPPP and REAP can be conducted by the QSD or QSP.

3.3.7.2 Violations and Impacts of Water Resources

During construction, if a violation to an environmental commitment occurs or has the potential to occur, Contracting Officer may stop construction or will correct the problem and provide a warning. If, at any time, impacts from the project are determined by the Los Angeles Water Board to be substantially not proportional to the Clean Water Act Section 401 Water Quality Certification or the Section 402 Construction General Permit (if applicable), the Los Angeles Water Board may specify how to correct the concern, which may include additional environmental commitments or mitigation. These additional actions to maintain compliance with the permits are not considered a change to the contract.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

Keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage to fish, wildlife and plants including their habitat. The Contractor is responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations. Endangered species known to frequent the project area and their respective nesting season include:

California Least Tern	1 April - 15 September
Western Snowy Plover	1 March - 15 September (present year round)

3.4.1 Migratory Bird Treaty Act

The Migratory Bird Treaty Act 1918 (16 U.S.C. 703-712, MBTA) prohibits the take (including killing, capturing, selling, trading, and transporting) of protected migratory bird species without prior authorization by USFWS. The law applies to the removal of nests as well as the abandonment of nests occupied by migratory birds during the breeding season.

Obtain approval of bird/nesting deterrents from the Contracting Officer and Corps Biologist prior to use of such deterrents.

3.4.2 Western Snowy Plover

3.4.2.1 Hollywood Beach Restrictions

Do not operate vehicles, equipment, all-terrain vehicles (ATV) or utility task vehicles (UTV) on Hollywood Beach unless the Corps Biologist walks

ahead to ensure that Western Snowy Plover (WSP) are not within the travel path. If a vehicle is necessary for sign/fencing installation, maintenance, and removal then the following minimization and avoidance measures must be followed at all times.

- a. When vehicles must transit Hollywood Beach for the installation, maintenance or removal of the signs/fencing the schedule must be coordinated with the Corps 48 hours in advance.
- b. The Corps Biologist will survey the area prior to vehicles entering Hollywood Beach and then direct the truck (by walking in front of the truck) in a path to ensure WSP are not impacted.
- c. All other activities such as; site visits, checking on the signs/fencing, checking the beach etc. must be done on foot.

3.4.2.2 Silver Strand Beach and Surface Warfare Engineering Facilities (SWEF) Beach Restrictions

When vehicles, equipment, all-terrain vehicles (ATV) or utility task vehicles (UTV) operation is required to take place on Silver Strand Beach or SWEF Beach the following minimization and avoidance measures must be followed at all times to avoid impacts to the Western Snowy Plover:

- a. A Corps Biologist must be on site at all times during the activity. The schedule must be coordinated with the Corps 48 hours in advance.
- b. Prior to vehicles, equipment, ATV or UTVs operating on the beach each day the Corps Biologist must survey the beach for Western Snowy Plover, the monitor will remain on site while operations involving vehicles and/or heavy equipment is occurring to ensure impacts to Western Snowy Plover are avoided. If Western Snowy Plover are present the Corps Biologist will walk in front of the vehicles and/or equipment, ensuring the path taken by vehicles/equipment is one that avoids impacts to the Federally Listed Western Snowy Plover.

3.4.3 Hollywood Beach WSP and CLT Monitoring

3.4.3.1 WSP and CLT Monitoring

Contractor to perform Western Snowy Plover and California Least Tern (CLT) surveys of Hollywood Beach per the timeframes listed below. The surveys must extend from the north jetty of Channel Islands Harbor to the centerline of La Crescenta Street, and from the first row of houses to the intertidal zone (approximately 70 acres).

Monitoring must be conducted by a qualified biologist with extensive experience monitoring wintering WSP, nesting WSP, nesting CLT, Hollywood Beach, and hold permits authorizing mini enclosure (ME) placement (permit required only for the Nesting season surveys). Include resumes of monitoring biologists as part of the Biological Monitoring Firm submittal.

3.4.3.2 Wintering WSP Surveys - Oct 1 to Feb 28 during Dredge Cycles

- a. The wintering WSP surveys to occur only during the dredge years, and to cover the time frame of Oct 1 to Feb 28. If all 3 dredge cycles are awarded, then there will be 3 Wintering WSP surveys. Wintering surveys to be conducted weekly.

b. Surveys must document distribution, abundance, behavior and activities of WSP, sex of WSP, presence of other avian species, construction activities, and note stressors (i.e. dogs, people, vehicles etc.). Summarize results in a [WSP Wintering Season Monitoring Summary Report](#) in accordance with Biological Opinion [08EVEN00-2022-0085983-S7] reporting requirements and submit to the Government within 30 days of the conclusion of each wintering season.

3.4.3.3 Nesting WSP and CLT Surveys - March 1 to Sept 30

a. The nesting WSP and California Least Tern (CLT) surveys to occur annually, and to cover the time frame of March 1 to September 30. for a total of six nesting seasons. Nesting surveys to be conducted an average of three times a week, to be adjusted accordingly to nesting chronology in order to provide the best information value to assess nest success or failure.

b. Surveys must document distribution, abundance, behavior and activities of WSP, sex of WSP, presence of other avian species, construction activities, and note stressors (i.e. dogs, people, vehicles etc.). Surveys and reports must also contain weekly observed abundance estimates, mortality occurrences, nest locations (latitude and longitude), nest fate during the breeding season (March - September), and a map of exclusion fencing and predator fencing placed during nesting season for WSP and CLT. Summarize results in a [WSP and CLT Nesting Season Monitoring Summary Report](#) and submit to the Government within 21 days of the conclusion of each nesting season.

c. Biological monitor to install and remove nesting season fencing and mini exclosures, locations to be coordinated and approved by Corps Biologist.

1) Fencing will be constructed of plastic dune fencing material with mesh openings no smaller than 2x2 inches and no larger than 3x3 inches or as approved by the Corps Biologist. Fencing height will be 4 feet high.

2) Inspect fencing weekly and repair within 48 hours any damage including those caused by vandalism or natural events.

3) Mini exclosures (to be placed over active WSP & CLT nests by permitted biologist) will be constructed of galvanized welded wire and the following dimensions or as approved by the Corps Biologist: 28 inches width x 28 inches length x 16 inches height, with 2 x 4 inch mesh openings.

3.4.4 Hollywood Beach WSP Habitat Restoration

Perform Hollywood Beach Western Snowy Plover Habitat Expansion and Enhancement Plan restoration efforts, schedule to be coordinated with Corps Biologist.

a. Conduct invasive species herbicide treatment throughout established dunes derived from the Hollywood Beach Western Snowy Plover Habitat Expansion and Enhancement Plan (Merkel & Associates 2024). Submit Biological Monitoring Firm with EPP for approval

b. Target the Invasive species European Beachgrass and Hottentot Fig

iceplant.

1) Ranger Pro (EPA Reg. No. 524-517) glyphosate herbicide applied at concentrations of 5%. Surfactant is integrated into the herbicide formulation, so no additional surfactant is required. However, if water beading on leaves is noted, surfactant Silwet L-77 may be added at a 0.15% v/v to diluted herbicide mixture.

2) Mix water should be between a pH of 4-7. If necessary, buffer to pH range using Harrell's SprayMAX pH Buffer and colorant.

3) Treatment application is to be by backpack sprayer or hose fed tank sprayer to handheld spray or wick applicator nozzle for spot application as needed.

4) A treatment rate of 220 ft²/gallon (198 gallons/acre) of herbicide solution is to be used. With spot applications on the site across the 19.4 acre site, it is expected that discrete treatment will be approximately 1 acre or less following first year initial non-native plant coverage by mechanical and herbicide treatments. By the end of the program, it is expected that treatment will be reduced to less than 0.2 acres of herbicide treatment per treatment event.

5) Herbicide applications will not occur when wind speeds exceed 5 miles per hour. This will typically restrict spraying to morning hours before afternoon winds build.

6) Herbicide applications will not occur within 48 hour of predicted rain events, or within 72 hours following rain events.

c. Conduct early season treatment in spring (February-March) and fall (October-November) of each year (twice in each of 6 years of the contract period).

1st Dredge Cycle:	2nd Dredge Cycle	3rd Dredge Cycle
Dec 2024-Jan 2025	Oct-Nov 2026	Oct-Nov 2028
Feb-March 2025	Feb-March 2027	Feb-March 2029
Oct-Nov 2025	Oct-Nov 2027	Oct-Nov 2029
Feb-March 2026	Feb-March 2028	Feb-March 2030

Complete a survey for nesting WSP during spring treatments prior to extending any treatment into lower fore dune areas during spring treatments.

d. Perform a site walk annually with the Corps Biologist. Document the annual site walk with a "[Hollywood Beach Invasive Species Treatment memorandum](#)", which will include a map. The memorandum to include the following:

- * Treatment conducted and method
- * Observations of effectiveness / ineffectiveness of pest treatments
- * Certification of compliance with legal requirements of pest treatments
- * Certification of compliance with the Hollywood Beach Western Snowy Plover Habitat Expansion and Enhancement Plan (Merkel & Associates 2024)

e. Memorandum to be submitted within 7 days of site walk.

3.5 MARINE MAMMALS

a. Do not harass marine mammals as described in the Marine Mammal Protection Act (MMPA), 16 U.S.C. 1361 et. Seq. Regulations prohibit feeding, attempting to feed, and harassing marine mammals. MMPA defines the term "harassment" as any act of pursuit, torment, or annoyance which:

1) has the potential to injure a marine mammal or marine mammal stock; or

2) has the potential to disturb a marine mammal or marine mammal stock by causing disruption of behavioral patterns, including, but not limited to, migration, breathing, nursing, breeding, feeding, or sheltering.

b. If the Government observes a marine mammal in distress or being harassed, dredging operations may be modified to avoid impacts to marine mammals.

c. If a whale is observed within the project area or within 650 feet of the project area, immediately cease operations and notify the Contracting Officer and USACE Biologist within 15 minutes. Report the date and time the whale appeared, the type of whale, and any other pertinent information. USACE will coordinate with the National Marine Fisheries Service (NMFS) regarding guidance for dredging activities in the presence of the whale(s). Do not resume dredging operations until directed by the Contracting Officer.

3.5.1 Pinniped Monitoring

a. The Biological Monitoring Firm will prepare the [Pinniped Biological Monitoring and Avoidance Plan](#) as part of the Environmental Protection Plan, and conduct the pinniped monitoring, and submit all reports. The Biological Monitoring Firm will have trained biologists with extensive experience monitoring for California sea lions during and in close proximity to marine construction operations, proficient technical expertise in the Marine Mammal Protection Act (MMPA) and monitoring protocols and standards set forth by the National Marine Fisheries Service (NMFS). Submit biologist resumes with the Biological Monitoring Firm Submittal.

b. The Pinniped monitors will be on site any time construction activities (i.e. mobilization, dredging, in water maintenance of equipment, and demobilization) are taking place in waters and revetment areas in and adjacent to the Channel Islands Harbor Entrance Channel (Area A), and Entrance Basin (Area E). Monitoring requirements may be reduced or redirected by Contracting Officer should marine mammal locations be different from historic distributions. Any request for change in monitoring must be coordinated with the Corps Biologist and Contracting Officer and will not be implemented until written approval has been provided by the Contracting Officer.

3.5.2 Pinniped Monitoring and Avoidance Plan

a. Include a [Pinniped Biological Monitoring and Avoidance Plan](#) as part of the Environmental Protection Plan. Ensure plan details avoidance measures and protocols to ensure compliance with the Marine Mammal Protection Act during all construction activities.

b. Submit a [Daily Pinniped Status Report](#) to the Corps Biologist of the

previous day's observations. Include in the Status Report:

- * work/dredging status and location,
- * number of marine mammals observed, and observed behavior
- * location of marine mammals relative to the dredge and/or equipment, and GPS coordinates
- * and status of effect, if any, that the animal's presence had on dredge/construction Operations

c. Submit a [Summary Pinniped Monitoring Report](#) within 15 days after completion of the work. Document:

- 1) the length of time that construction activities were conducted,
- 2) general description of the nature of the construction activities,
- 3) the number and locations of the marine mammals during each day of observation,
- 4) any observed effects of construction activities on the marine mammals,
- 5) cumulative status of effects, if any, that the animal's presence had on dredge/construction Operations,
- 6) any incidental marine mammal species observed.

3.6 INCIDENTAL TAKE OF WILDLIFE

Report any incidental take (dead or injured species) immediately to the Contracting Officer. If any dead Western Snowy Plovers or California Least Terns are found along the beach within one half mile north and south of the nearshore placement site, notify the Contracting Officer immediately and document the location. The Contracting Officer will consult with National Marine Fisheries Service and U.S. Fish and Wildlife Service immediately in the event of incidental take in the form of direct mortality through accidental death of any species of marine mammal. Operations may be stopped if it is suspected that the impact of the taking causes an irreversible and adverse impact on these species.

3.7 ALGAE and PLANTS

3.7.1 Caulerpa Species Survey

a. The Biological Monitoring Firm will prepare the Caulerpa Survey Plan, conduct the Caulerpa surveys, and submit all survey reports. The firm must have demonstrable experience of at least three similar survey projects performing Caulerpa species surveys in accordance with Caulerpa Control Protocol at the scale of this work. Individuals conducting Caulerpa surveys must be certified by NOAA Fisheries or CDFW. Include certifications with the Biological Monitoring Firm submittal.

b. Conduct surveys in accordance with the Caulerpa Control Protocol, published by the National Marine Fisheries Service:
<https://www.fisheries.noaa.gov/west-coast/habitat-conservation/caulerpa-species-west-coast#caulerpa-control-protocol>

c. Include a [Caulerpa Species Survey Plan](#) as part of the EPP. Include the name and qualifications of the Biological Monitoring Firm to conduct the survey. Do not proceed with surveys until written approval of the Survey Plan has been received.

d. Not earlier than 90 days prior to the start of each biennial dredging cycle and no later than 10 days after approval of the Biological Monitoring

Firm, perform a Caulerpa Survey of the dredge areas and nearshore placement areas. Extend the survey 300 feet beyond the area extents indicated in accordance with the Caulerpa Control Protocol. The level of survey must be "surveillance". Conduct survey using an interferometric sidescan sonar (ISS) combined with non-diving visual verification utilizing a remotely operated vehicle (ROV) underwater video.

e. ISS survey work must be conducted in the presence of a marine biologist with extensive experience in southern California marine habitats. Provide notice regarding the proposed survey date a minimum of 48 hours prior to survey work commencing.

f. Submit results of the Caulerpa species survey within 5 days of survey completion. Submit Draft and Final Reports for [Caulerpa Species Survey Results](#) per the format detailed in the Caulerpa Control Protocol.

g. If Caulerpa is detected during the survey or construction activities, notify the Contracting Officer immediately, cease all bottom disturbing activities, including dredging, and do not resume until directed by the Contracting Officer.

3.7.2 Seagrasses and Canopy Kelp Surveys

a. The Biological Monitoring Firm will prepare the [Eelgrass, Canopy Kelp, and Surfgrass Survey Plan](#) as part of the EPP, conduct the Eelgrass, Canopy Kelp, and Surfgrass Survey Caulerpa surveys, and submit all survey reports. The firm must have demonstrable experience of at least three similar size survey projects performing large-scale eelgrass surveys in harbors and in open exposed coastline for *Zostera marina* and *Zostera pacifica*, in accordance with the California Eelgrass Mitigation Policy (CEMP) protocols. The Biological Monitoring Firm must have demonstrable experience of at least three similar projects involving survey and mapping of southern California surfgrass and canopy kelp species for impact evaluation purposes on breakwater and jetty structures. Do not prepare the Eelgrass, Canopy Kelp, and Surfgrass Survey Plan until written approval of the selected firm has been received.

b. Not earlier than 60 days prior to the start of each biennial dredging cycle and no later than 10 days after approval of the Biological Monitoring Firm, conduct an eelgrass, canopy kelp, and surfgrass survey of the federal dredge template, placement areas, and marine staging/work areas. Extend the survey 300 feet beyond the area extents indicated.

c. Survey eelgrass in accordance with the California Eelgrass Mitigation Policy (CEMP). Conduct surveys using an ISS combined with non-diving visual verification utilizing an ROV underwater video. Map the locations and extent of eelgrass, canopy kelp, and surfgrass in the designated survey area in accordance with the CEMP.

d. Within 5 days of completion of the survey, submit a draft [Pre-construction Seagrasses and Canopy Kelp Survey Report](#) in accordance with the CEMP. Include in report a comparison analysis with previous surveys (previous survey data will be provided by the government) and document any observed patterns. Include a narrative description of field work and methodologies, any issues encountered, maps of the survey area with topography and eelgrass/canopy kelp/surfgrass pinpointed (if any), species observed, bed acreage and corresponding depth ranges, and recommendations for avoiding dredging impacts to eelgrass, canopy kelp, and surfgrass. Identify survey methods, survey area, date of survey, survey

firm, coordinate system, units, and datum in the map metadata. Submit all final maps with eelgrass, canopy kelp, and surfgrass boundaries as an ArcGIS map package (.mpk) and CAD file package with the final survey report. Incorporate Government comments into the final survey report within 5 days after receipt of comments.

f. Should these species be found:

- 1) Avoid eelgrass species.
- 2) Avoid surfgrass species.
- 3) Avoid canopy kelp species to the maximum extent practicable.
- 4) Include measures and plan for avoidance in the EPP.
- 5) Perform a post-construction survey for the species observed in the pre-construction survey no later than 5 days after each biennial dredging cycle is complete.
- 6) Within 5 days of completion of the survey, submit a draft [Seagrasses and Canopy Kelp Post-construction Survey Report](#) in accordance with the CEMP. Include in report an impact analysis and quantification of any impacts observed. Include a narrative description of field work and methodologies, any issues encountered, maps of the survey area with topography and eelgrass/canopy kelp/surfgrass pinpointed (if any), species observed, bed acreage and corresponding depth ranges. Identify survey methods, survey area, date of survey, survey firm, coordinate system, units, and datum in the map metadata. Submit all final maps with eelgrass, canopy kelp, and surfgrass boundaries as an ArcGIS map package (.mpk) and CAD file package with the final survey report. Incorporate Government comments into the final survey report within 5 days after receipt of comments.

3.7.3 Hollywood Beach Dune Surveys

a. The Biological Monitoring Firm will prepare the [Hollywood Beach Dune Survey Plan](#) as part of the EPP, conduct the Hollywood Beach Dune Surveys, and submit all survey reports. Include the name and qualifications of the personnel to conduct the surveys in the Biological Monitoring Firm submittal. The firm must have demonstrable experience of at least three similar projects involving survey and mapping of southern California dunes and dune species for impact evaluation purposes.

b. Not earlier than 30 days prior to the start of start of each biennial dredging cycle, conduct the Pre-construction Hollywood Beach Dune Survey.

c. Survey must extend from the north jetty of Channel Islands Harbor to the centerline of La Crescenta Street and from the first row of houses to the wetted forebeach (approx. 70 acres). The surveys must document present dune extent, landform to include dune distribution and elevations, non-native and native plant species composition, percent vegetated cover, and extent and distribution of invasive plant species. This survey should include a detailed site map illustrating existing dunes, surrounding beach and developed areas, extent and limits of federal channel features, and existing property and jurisdictional boundaries. Conduct mapping at a scale suited to identification of locations, coverage, and species of highly invasive plant species (e.g., *Carpobrotus edulis*, *Ammophila arenaria*) as well as any sensitive dune plants. Surveys will also document any damage or well developed pedestrian or vehicle trails through the dunes. It is expected that mapping will be adequate to identify highly invasive species within the dunes that extend over greater than 2 meters along any axis of the plant or plant aggregate geometry.

d. Within 14 days of completion of the survey, submit a draft

[Pre-construction Hollywood Beach Dune Survey Report](#). Include a narrative description of field work and methodologies, any issues encountered, maps of the survey area with topography and plant species pinpointed, species observed, acreage and densities. Identify survey methods, survey area, date of survey, survey firm, coordinate system, units, and datum in the map metadata. Submit all final maps with dune and plant species boundaries as an ArcGIS map package (.mpk) and KMZ file package with the final survey report. Incorporate Government comments into the final survey report within 5 days after receipt of comments.

e. Perform a Post-construction Hollywood Beach Dune Survey no later than 5 days after each biennial dredging cycle is complete.

Within 14 days of completion of the survey, submit a draft

[Post-construction Hollywood Beach Dune Survey Report](#). Include in report an impact analysis and quantification of any impacts observed. Include a narrative description of field work and methodologies, any issues encountered, maps of the survey area with topography and plant species pinpointed, species observed, acreage and densities. Identify survey methods, survey area, date of survey, survey firm, coordinate system, units, and datum in the map metadata. Submit all final maps with dune and plant species boundaries as an ArcGIS map package (.mpk) and KMZ file package with the final survey report. Incorporate Government comments into the final survey report within 5 days after receipt of comments.

3.8 PROTECTION OF AIR RESOURCES

Implement special management techniques as set out below 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 must be followed in lieu of the following.

Keep construction activities under surveillance, management and control to minimize pollution of air resources.

3.8.1 Air Quality Management District

a. Ensure all activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction is in strict accordance with the Ventura County Air Pollution Control District (VCAPCD) permit requirements and all Federal emission and performance laws and standards. Sections 2456(f)(5)(A) and 2452(gg) of the California Air Resources Board (CARB) Portable Equipment Registration (PERP) regulation require that emissions from all engines on all barges and/or vessels that are a part of the same dredging project in State Territorial Waters (STW) are subject to VCAPCD offset requirements. Obtain a Permit to Operate from the VCAPCD prior to commencement of work, pay all associated fees, and follow all permit requirements. Schedule suitable time to acquire appropriate VCAPCD permits, waivers or credits.

b. If the Contractor uses a third party's VCAPCD permit to cover air emissions, provide two letters to the Contracting Officer prior to commencement of dredging and included in the EPP:

- 1) a letter from the third party to the Contractor stating that the Contractor may use the third party's VCAPCD permit and which engines

will be covered under the permit.

2) a letter from VCAPCD to the Contractor and the third party stating that the Contractor may use the third party's VCAPCD permit and which engines will be covered under that permit.

c. If the Contractor uses a third party's VCAPCD permit to cover air emissions, abide by all permit conditions.

d. Properly maintain all construction equipment to minimize release of diesel and hydrocarbon emissions. Follow all air quality standards, including emissions, fuel use, and fuel consumption standards.

3.8.2 Particulates

Airborne particulates, including dust particles, from construction activities, processing and preparation of materials must be controlled at all times, including weekends, holidays, and hours when work is not in progress. Maintain all excavations, stockpiles and all other work areas within or outside the project boundaries free from particulates which would exceed local air pollution standards pursuant with the VCAPCD Permit. Have sufficient competent equipment available to accomplish this task. Particulate control will be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. Burning is not allowed on the project site.

3.8.3 Odors

Control odors at all times for construction activities, processing, and preparation of materials.

3.8.4 Other Commitments

a. Use Tier IV engines for all off-road equipment.

b. Encourage employees to carpool.

c. During night work, lighting will be shielded and directed away from sensitive areas to the greatest extent possible to avoid disturbance to federally listed species.

3.9 NOISE

a. Designate a disturbance coordinator responsible for responding to noise complaints. Clearly post the name and telephone number at the construction site and any web site maintained by the Contractor that includes this work. It is the responsibility of the disturbance coordinator to respond to complaints, determine the source/cause, and implement measures to mitigate the noise impact.

Maintain a log of complaints with the following information:

- * Name of caller
- * Date and time of call
- * Phone number and address of caller
- * Caller's complaint; and
- * Response to the caller

b. Equip all internal combustion powered equipment with properly

operating mufflers and kept in a proper state of tune to alleviate back-fires. Engines, if exposed, must be fitted with protective shrouds to reduce motor noise.

c. Locate all portable and support equipment as far as possible from any sensitive areas. Sensitive noise receptors include, but are not limited to residences, motels and hotels, schools, libraries, churches, and hospitals.

d. Use, where feasible, electricity from the local power grid to avoid use of portable generators.

3.10 INSPECTION REQUIREMENTS / FOLLOW-UP ACTIONS

a. 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, 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 for any such suspension.

b. Promptly inform the Contracting Officer of Environmental Protection Plan non-compliance activities and proposed actions to be taken to correct such activities.

3.11 MAINTENANCE OF POLLUTION CONTROL FACILITIES

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.

3.12 TRAINING OF CONTRACTOR PERSONNEL

a. All Contractor and Sub-contractor personnel must attend training in environmental protection and pollution control. The Government will conduct environmental protection and pollution control training for all Contractor and Sub-Contractor personnel prior to the start of any construction activities and monthly throughout the duration of construction. Do not commence work until all personnel have completed training. New personnel joining during the work must be trained prior to commencing work on-site. Coordinate with Corps Biologist for training schedule.

At a minimum, training will include:

- 1)* recognition and protection of archaeological sites and artifacts.
- 2) recognition and importance of the invasive algae, *Caulerpa* species.
- 3) recognition and protection of endangered species, their associated habitats, and nesting / spawning behavior in the project area
- 4) domestic pets are prohibited at the work site to avoid disturbance of endangered species that may occupy the beach areas.
- 5) general provisions of the Endangered Species Act (ESA) and the legal ramifications of violating the ESA;

- 6) recognition of marine mammals and laws prohibiting harassment, harassment defined per the Marine Mammal Protection Act of 1972.
- 7) recognition and importance of water quality protection commitments, pollution prevention measures, Best Management Practices (BMPs) implementation and measures.
- 8) recognition of the Spill Control Plan and Protocols, including anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants
- 9) recognition and importance of eelgrass, surfgrass, and canopy kelp.
- 10) recognition of the Migratory Bird Treaty Act.
- 11) conservation measures to be implemented during project construction to avoid impacts to sensitive resources, including avoidance areas, vehicle travel corridor limits, speed limits, and approved placement of construction materials.
- 12) protocol to resolve conflicts that may arise at any time during the construction process.
- 13) methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual.

b. Document the completion of training, including date, time, and attendance and submit as part of the Daily Report.

3.13 Construction Windows

See Section 01 11 00 - paragraph 1.11 RESTRICTIONS.

-- End of Section --

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SECTION 01 78 00

CLOSEOUT SUBMITTALS

05/19

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SECTION 01 78 00

CLOSEOUT SUBMITTALS

05/19

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 As-Built Drawings

As-built drawings are the marked-up drawings, maintained by the Contractor on-site, that depict actual conditions and deviations from the Contract Documents. These deviations and additions may result from coordination required by, but not limited to: contract modifications; official responses to submitted Requests for Information (RFI's); direction from the Contracting Officer; design that is the responsibility of the Contractor, and differing site conditions. Maintain the as-builts throughout construction as red-lined hard copies on site. These files serve as the basis for the creation of the record drawings.

1.1.2 Record Drawings

The record drawings are the final compilation of actual conditions reflected in the as-built drawings.

1.2 SOURCE DRAWING FILES

Request the full set of electronic drawings, in the source format, for Record Drawing preparation, after award and at least 30 days prior to required use.

1.2.1 Terms and Conditions

Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse must be at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor must make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the Government, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic CAD drawing files are not construction documents. Differences may exist between the CAD files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic CAD files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. In the event that a conflict arises between the signed and sealed construction documents prepared by the Government and the furnished Source drawing files, the signed and sealed construction documents govern. The Contractor is responsible for determining if any

conflict exists. Use of these Source Drawing files does not relieve the Contractor of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic source drawing files for use in producing construction data related to this contract, remove all previous indicia of ownership (seals, logos, signatures, initials and dates).

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-11 Closeout Submittals

As-Built Drawings; G
Record Drawings; G

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 AS-BUILT DRAWINGS

3.1.1 Markup Guidelines

Make comments and markup the drawings complete without reference to letters, memos, or materials that are not part of the As-Built drawing. Show what was changed, how it was changed, where item(s) were relocated and change related details. These working as-built markup prints must be neat, legible and accurate as follows:

- a. Use base colors of red, green, and blue. Color code for changes as follows:
 - (1) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes.
 - (2) Deletions (Red) - Over-strike deleted graphic items (lines), lettering in notes and leaders.
 - (3) Additions (Green) - Added items, lettering in notes and leaders.
- b. Provide a legend if colors other than the "base" colors of red, green, and blue are used.
- c. Add and denote any additional equipment or material facilities, service lines, incorporated under As-Built Revisions if not already shown in legend.
- d. Use frequent written explanations on markup drawings to describe changes. Do not totally rely on graphic means to convey the revision.
- e. Use legible lettering and precise and clear digital values when marking prints. Clarify ambiguities concerning the nature and application of change involved.

- f. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.
- g. For deletions, cross out all features, data and captions that relate to that revision.
- h. For changes on small-scale drawings and in restricted areas, provide large-scale inserts, with leaders to the applicable location.
- i. Indicate one of the following when attaching a print or sketch to a markup print:
 - 1) Add an entire drawing to contract drawings
 - 2) Change the contract drawing to show
 - 3) Provided for reference only to further detail the initial design.
- j. Incorporate all shop and fabrication drawings into the markup drawings.

3.1.2 As-Built Drawings Content

Show on the as-built drawings, but not limited to, the following information:

- a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, show by offset dimensions to two permanently fixed surface features the end of each run including each change in direction on the record drawings. Locate valves, splice boxes and similar appurtenances by dimensioning along the utility run from a reference point. Also record the average depth below the surface of each run.
- b. The location and dimensions of any changes within the building structure.
- c. Layout and schematic drawings of electrical circuits and piping.
- d. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- e. Changes in details of design or additional information obtained from working drawings specified to be prepared or furnished by the Contractor; including but not limited to shop drawings, fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment, and foundations.
- f. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
- g. Changes or Revisions which result from the final inspection.
- h. Where contract drawings or specifications present options, show only

the option selected for construction on the working as-built markup drawings.

- i. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, furnish a contour map of the final borrow pit/spoil area elevations.
- j. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.
- k. Changes in location of equipment and architectural features.
- l. Modifications.
- m. Actual location of anchors, construction and control joints, etc., in concrete.
- n. Unusual or uncharted obstructions that are encountered in the contract work area during construction.
- o. Location, extent, thickness, and size of stone protection particularly where it will be normally submerged by water.

3.2 RECORD DRAWINGS

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SECTION 35 20 23

DREDGING

06/18

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SECTION 35 20 23

DREDGING
06/18

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.

ASTM INTERNATIONAL (ASTM)

ASTM D 6913	(2017) Particle-Size Analysis of Soils
ASTM D 7928	(2017) Standard Test Method for Particle Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis
ASTM D 4318	(2017) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 2487	(2017) Soils for Engineering Purposes (Unified Soil Classification System)

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

33 CFR 156	Oil and Hazardous Material Transfer Operations
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U.S. COAST GUARD (USCG)

CG_NRHB	Navigation Rules and Regulations Handbook
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INTERNATIONAL MARITIME ORGANIZATION (IMO)

Resolution A.917(22)	Guidelines for the Onboard Operational Use of Shipborne Automatic Identification
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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. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Construction Plan; G

SD-04 Samples

Sediment Samples

Dredge Sample Data

SD-06 Test Reports

Beach Nourishment Information

Daily Report of Operations

Sediment Analysis Data Summary

Survey Of Submerged Pipeline Crossing Port Hueneme Channel; G

1.3 REQUIRED WORK

Work consists of dredging accumulated material to the lines, depths, and datums indicated and shown, placement of this material as indicated, and incidental related work.

1.4 AVOIDANCE OF EXISTING CONSTRUCTION

Conduct dredging operations to prevent undermining of the detached breakwater, jetties and revetment. Excessive or unnecessary dredging may result in an unstable condition at the toe of the structures. Strictly adhere to the indicated dredging template when working near any structures. Repair any damage which results from failure to comply with the requirements of these specifications.

1.5 CHARACTER OF MATERIALS

a. Channel Islands Harbor and sand traps are dredged every two years. The material to be dredged consists of shoaled materials that have accumulated since the last dredging cycle was completed in February 2023. The material consists mostly of fine to medium grain sized sand with varying amounts of coarse sand, silt, clay, gravel, mica, shell and other organic materials. Materials in dredge Area E tend to be finer with more fine sands and silts. In addition trash, arrundo, tree stumps, rubber tires and other debris may be encountered. When the Santa Clara River floods, excess arrundo, trees and woody debris can migrate into the sand traps. Sediment sampling logs shown at the end of the section are indicative of the types of materials expected to be dredged.

b. Port Hueneme Harbor was last dredged in 2021 as part of a deepening project. The material to be removed is mainly comprised of silty sand and poorly graded sand.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 CONSTRUCTION PLAN

Submit a Construction Plan indicating the methods and equipment to be used to dredge, position and dispose. Submit the plan at least 20 days prior to

start of dredging operations. Include all necessary information to completely describe the work such as (but not limited to):

- a. Staging and Storage Area Plan to include the locations, dimensions and details of all temporary facilities, including jobsite offices and trailers, equipment and material storage areas (onsite and offsite), haul routes, temporary drainage features, and ingress/egress to the site.
- b. Method of dredging and placement, and name of dredge.
- c. Layout of all pipelines, booster pump, buoys, anchors, and ancillary equipment. If a pipeline is used, provide the time frame for placement of pipeline and the proposed location of the pipeline.
- d. Order of dredging operations and layout of dredging and placement areas, and anticipated time progress of dredging on a weekly basis.
- e. Measures to detect and remove debris and trash from the dredge material during dredging operations.
- f. A copy of the Daily Report of Operations form to be used for dredging operations.
- g. Lighting plan for night work.
- h. Layout of dredge, including: dimensions of dredge and any support equipment; 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. Provide a copy of this information to the local fire fighting agency.
- i. Include a Beach Placement Plan. List the equipment that will work on the beach, method for capturing sand and creating beach, and methods for measuring beach elevation and grade.

3.2 PLACEMENT OF DREDGED MATERIAL

3.2.1 General

- a. Transport and deposit the dredged material within the limits of the placement areas indicated. Dredged material that is deposited outside of the area indicated will be quantified by survey or other engineering methods deemed appropriate by the Contracting Officer, and may be subtracted from the payable quantities determined by pre- and post-dredge (or conditional) surveys. The Contractor may be required to remove such misplaced material and deposit it where directed at their own expense.
- b. Remove debris and other unsuitable materials encountered in accordance with Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS.

3.2.2 Beach Placement

- a. The primary purpose of the beach placement is to nourish Hueneme Beach. A secondary purpose to place approximately 100,000 to 150,000 cubic yards of sand at Silver Strand Beach. As an example, if there are enough funds to dredge 1.5 million cubic yards of sand, 1.35 million cubic yards

will be placed at Hueneme Beach, and a maximum of 150,000 cubic yards will be placed at Silver Strand Beach. Dependent upon available funding and Hueneme Beach conditions at the start of a dredge cycle, fill placement at Hueneme Beach could extend as far south as S. Ventura Road.

b. Provide necessary equipment to shape, groom and dress the beach during fill operations. The fill elevations are ideal and the actual elevation of the fill may vary 0.5 foot above or below the indicated elevations. Grade the beach fill to a reasonably smooth, uniform surface, sloped toward the ocean as indicated. Place the dredged material in a uniform manner progressing from northwest to southeast, and from the shoreward side to the seaward side of the fill and as directed by the Contracting Officer Representative..

3.2.3 Area E (Entrance Basin) Dredge Material

Area E (Entrance Basin) dredge material must be placed at Hueneme Beach.

3.2.4 Dike System

Conduct placement operations in such a manner so as to capture the maximum amount of sand and to widen the beach in the most efficient manner. Employ a dike system at the beach fill site to control runback into the surfzone, and to impound as much sand as possible. Obtain material for the dike system from the adjacent beach. Describe the general extent and operation of the dike system in the Construction Plan.

3.2.5 Discharge Pipelines

a. The location of the discharge lines are subject to approval by the Contracting Officer prior to installation. Notify the Contracting Officer, in writing, not less than 10 days in advance of the time the discharge pipeline will be placed.

b. To safely lay discharge pipeline and place and grade dredge material, closure of a portion of Silver Strand may be warranted. Coordinate Silver Strand beach closings with the Contracting Officer and the Channel Islands Harbormaster. Keep beach closures to a minimum. Place all necessary signs, barricades, and safety devices. Ensure the discharge pipeline is free from holes, and that joints are watertight outside the designated limits of the placement area.

c. Keep unobstructed the outlets of the two Silver Strand storm drain pipes located at Santa Paula Street and Santa Monica Street.

d. Beach Access Ramps. If the discharge pipeline is laid on the beach surface, provide access ramps over the discharge pipeline to provide access for emergency vehicles to the beach at not more than 300 feet intervals and at locations indicated on the plans. Make ramps not less than 12 feet wide, and constructed with material from the adjacent area. Provide maintenance and protection of the ramps.

e. Pipeline left in place between dredge cycles. The pipeline may remain buried along Silver Strand Beach between dredge cycles. Approval must be obtained from the Contracting Officer and Channel Islands Harbor District. Ensure no utilities are obstructed / damaged by the pipeline.

f. SWEF Beach. Discharge line location on the Navy's Surface Warfare Engineering Facility (SWEF) Beach is subject to approval by the Contracting

Officer. Any placement or maintenance activities of the discharge pipeline to be approved by the Contracting Officer. Additional best management practices regarding erosion control and environmental protection of SWEF Beach may be required as deemed necessary by the Contracting Officer.

3.2.6 Booster Pump

Submit the location of the booster pump (if required, as part of the Construction Plan) for approval prior to installation. Mount the booster pump on rubber to reduce vibration. Equip the booster pump with a sufficient muffler system to reduce both the noise and odor, and vent the blower toward the ocean to minimize the noise level. Fully enclose the booster pump unit with a bamboo or grape stake chain link fence to a height not less than 6 feet.

3.2.7 Beach Fill Reporting

At the end of the dredge cycle, provide a 1 to 2 page report listing the Beach Nourishment Information, to include (but not limited to):

- a. Google aerial photos (or equivalent) in color showing:
 - Channel Islands Harbor and the beach fill area(s) (overall plan view), with the beach fill area(s) indicated with polygons.
 - larger scale plan view showing the more immediate beachfill area indicated by a polygon, with identifiable geographic features included (streets, pier, parks, etc.)
- b. Start and end positions of the beach fill (include Easting / Northing as well as Street Number address, if applicable)
- c. Width of the beach fill
- d. Length of the beach fill
- e. Quantity of beach fill
- f. Start and end dates of beach fill construction
- g. Name of the dredge, and size of the discharge pipeline
- h. Total length of pipe, broken out by : floating; submerged; on beach
- i. Significant events or problems encountered during the beach fill (i.e any storms that eroded the beach, or any large discharge events from the Santa Clara River)

Provide the Beach Nourishment Information in electronic format.

3.3 DREDGE QUANTITIES FOR PREVIOUS DREDGE CYCLES

Quantity of material available within the dredge prism for the previous 3 dredge cycles is shown in the following table, as well as the amount of material removed from the dredge prism. The quantities available for the Port Hueneme condition survey of August 2023 is included.

<u>Area</u>	<u>Available Quantity (Cubic Yards)</u>	<u>Quantity Removed (Cubic Yards)</u>
	Dec 2018 pre-dredge	
Entrance Channel- A	53,000	26,700
Sand Traps B,C,D,G	2,994,000	1,505,000
Area E	74,000	28,300
	Oct 2020 pre-dredge	
Entrance Channel- A	80,500	53,000
Sand Traps B,C,D,G	2,790,000	1,835,000
Area E	57,000	9,000

	Sept 2022 pre-dredge	
Entrance Channel- A	91,000	80,000
Sand Traps B,C,D,G	2,834,000	2,305,000
Area E	66,000	20,000

<u>Area</u>	<u>Port Hueneme</u> <u>Aug 2023 condition survey</u>	<u>Available Qty</u> <u>with Overdepth</u> <u>(Cubic Yards)</u>
Approach Channel		
STA 2+00 to 15+00 (-44 ft)	(only East Side of Channel)	24,000
STA 15+00 to 18+00 (-44 ft)	(full width of channel)	18,500
Entrance Channel		
STA 18+00 to 23+00 (-40 ft)	(only east side of channel)	15,000

Port Hueneme was last dredged in 2021.

3.4 OVERDEPTH AND SIDE SLOPES

3.4.1 Allowable Overdepth

To cover inaccuracies of the dredging process, a 2-foot 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.

3.4.2 Side Slopes

Material removed within the limits specified will provide for final side slopes not flatter than those indicated on the drawings. 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). In computing the limiting amount of side slope dredging, the overdepth indicated on the drawings, measured vertically, will be used. The quantity of material cannot 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. End slopes, where indicated on the drawings, are to be treated in the same manner as side slopes. Box cutting of side slopes is not allowed near the breakwaters and jetties.

3.4.3 Excessive Dredging

Material taken from beyond the allowable overdepth limits or beyond the dredge 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 or beyond the dredge limits which result in extra costs is the responsibility of the Contractor. The Contracting Officer may halt performance at no cost to the Government when progress surveys reveal repeated, continuous, or intentional dredging below the allowable overdepth or beyond the dredge limits. Upon submittal of a corrective action plan acceptable to the Contracting Officer, the work will be permitted to resume. Dredging of material near environmentally sensitive areas may result in a monitoring and mitigation program to be developed and paid for by the Contractor.

3.5 SEDIMENT SAMPLING AND ANALYSIS

3.5.1 Sampling

a. Obtain representative Sediment Samples at the discharge point as material is being discharged onto the beach. The exact location and time of each sample will be dependent on the area being dredged. The number of required samples from each area are as follows:

Area	Number of Samples Required
Channel Islands Harbor	
Entrance Channel, Area A	1
Sand Trap, Area B	2
Sand Trap, Area C	2
Sand Trap, Area D	2
Entrance Basin, Area E	1
Port Hueneme Harbor:	
Approach Channel	2
Entrance Channel	1

b. Take the samples at evenly spaced intervals of time and volume as each of the areas are dredged. Each sample (water extracted) will not be less than 1 liter of slurry and must be obtained in clear plastic bottles. The quantity of sample must be sufficient to conduct the required tests. Label the sample bottles in indelible ink with the sample number, date sampled, and the name of the person obtaining the sample. Securely fasten the sample bottle lids to prevent spillage or leakage during shipment. Place the sample bottles in a suitable shipping container with adequate cushioning to prevent breakage during shipment. Deliver the samples to the approved testing laboratory. Take a color photograph of each sample as it is collected, and label the photograph with the corresponding sample number.

c. Include a Dredge Sample Data Form with each sample. The form includes 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, color photograph of the sample and the name of the person who collected the sample. Place the sample form 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. Submit a copy of the Dredge Sample Data Form along with the transmittal form.

e. Notify the Contracting Officer 48 hours in advance of sample collection, so the Contracting Officer will have the opportunity to observe the sampling.

3.5.2 Sediment Analysis

a. Conduct particle size analyses on each dredge sample using the approved laboratory for testing of sediment samples required by Section 01 45 00 QUALITY CONTROL. The test will be conducted in accordance with ASTM D 6913 and ASTM D 7928. The nest of sieves must include: 3 in, 1.5 in, $\frac{3}{4}$ in, $\frac{3}{8}$ in, and sieve numbers 4, 7, 10, 14, 18, 25, 35, 45, 60, 80, 120, 170, 200, 230. Conduct Atterberg limits ASTM D 4318 for each sample in which the percent passing the number 200 sieve equals or exceeds 15 percent.

Classify each sample in accordance with ASTM D 2487.

b. In addition to the minimum reporting requirements of the respective standards, submit the Sediment Analysis Data Summary.

c. Submit the data in a "Data Summary" spreadsheet. Deliver the data within 2 weeks of the last date of sediment sampling.

A copy of a sample sediment analysis data summary form is provided at the end of this section.

3.6 REPORTING REQUIREMENT

Prepare and maintain a Daily Report of Operations in accordance with Section 01 45 01 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM). 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 in Section 01 45 00 QUALITY CONTROL.

3.7 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 material 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 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 \$5,000.00 per day for each day in which the Government plant is engaged in sounding and/or is en route 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 therein 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 will not change the time of payment of the retained percentages of the whole or any part of the work.

3.8 RESTRICTIONS

3.8.1 Pipeline and Power Line Crossings

a. Construct lighted signs at the shore ends of the submerged dredging pipelines crossing the entrance channels of Channel Islands and Port Hueneme harbors. Signs to face navigation channel.

Channel Islands Harbor. Sign to be not less than 6 x 12 feet, all letters 4 inches in height, wording:

"PIPELINE CROSSING"
"DO NOT DROP ANCHOR"

"Stay within 50 feet of Channel Centerline".

Port Hueneme Harbor. Sign to be not less than 7 feet x 16 feet, all letters minimum 18 inches in height, wording:

"PIPELINE CROSSING"
"DO NOT DROP ANCHOR"

b. Provide anchors or similar provisions to prevent rupture along the pipeline as required, and where pipeline changes direction by 22 degrees or more.

c. Remove any spillage of dredge material as result of pipe rupture, and remove shoals caused by the submerged pipe. Restore the channel to original depths.

3.8.2 Channel Islands Harbor Crossing

The top of the pipe to be submerged and maintained to a minimum depth of -18 feet MLLW for a distance of not less than 200 feet (100 feet each side of the centerline) normal to the channel alignment. Apply anchors or weights to the submerged pipeline to prevent it from floating. Recover and remove all anchors / weights at the completion of dredging operations.

3.8.3 Port Hueneme Harbor Crossing

a. Port Hueneme Harbor Crossing. For pipeline crossing between Station 15+00 and 18+00, the top of the pipe to be submerged and maintained to a minimum depth of -40 feet MLLW within the federal channel for a distance of 120 feet either side of the centerline, normal to the channel alignment. (Total of 240 ft). And for the additional length between 120 ft to 150 ft from the centerline, the pipeline to be no shallower than -38 ft MLLW. If the pipeline crossing occurs seaward of Station 15+00, the submerged top of pipe to be no shallower than -42 ft MLLW. Apply anchors or weights to the submerged pipeline to prevent it from floating. Recover and remove all anchors / weights at the completion of dredging operations.

b. Coordinate Port Hueneme crossing with NBVC's Public Works Engineering Division at (805) 989-9746 and Port Operations (805) 982-5202.

c. Survey of Submerged pipeline crossing Port Hueneme Channel. Within 48 hours of placing the submerged pipeline across the Port Hueneme federal channel, submit a detailed survey of submerged pipeline crossing Port Hueneme Channel. Survey to be conducted by an approved independent Survey Firm. Survey coverage will be entire width of the federal channel and at least 150 feet either side of the pipeline. Provide x,y,z, file per Section 01 11 00. Provide plan view of submerged pipe crossing, indicating elevations of pipe at minimum spacing of 40 feet, and showing the controlling (minimum) elevation of the pipeline.

d. If the submerged pipeline crossing does not meet minimum depth requirements, the Contracting Officer may direct Contractor to re-set the pipeline.

3.8.4 Prevention of Accidental Leakage

To prevent accidental discharge within the harbors, no valves, ball joints, or other connections likely to leak or subject to breakage are allowed to

be placed between the Channel Islands North and South jetties, nor between the Port Hueneme West and East Jetties.

3.8.5 Shore Pipeline Placement

- a. As a minimum, bury the first 500 feet of discharge pipeline on Silver Strand Beach. (The reach closest to the Channel Islands south jetty).
- b. On Hueneme Beach, between the East Jetty and the end of the Oxnard Harbor District revetment, the discharge pipeline is allowed to be placed on top of the ground between the existing fence and the revetment.

3.8.6 Federal Navigation Channel

- a. The Government will not undertake to keep the harbor entrance or navigation channels free from vessels or other obstructions. Conduct the work in such a manner as to obstruct navigation as little as possible, and in case the plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant must 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, promptly remove all plant, including ranges, temporary buoys, and piles and other marks placed under the Contract in navigable waters or on shore. The dredge must be equipped for bridge to bridge communication with other vessels and monitor prescribed channels in compliance with U.S. Coast Guard regulations.
- b. All underwater and above surface hazards to navigation associated with this work must be marked with a white light of at least 40 candela.

3.9 MARINE PLANT

3.9.1 General

- a. Ensure all marine plant and equipment which are required by federal regulations to be inspected have valid certifications from the U.S. Coast Guard. Place no marine plant or equipment requiring inspection into use without the required certification issued by the U.S. Coast Guard Officer in Charge of Marine Inspections.
- b. Conform all operations to the U.S. Coast Guard publication CG_NRHB, Navigation Rules and Regulations Handbook, latest edition.
- c. Conform fuel transfer operations to U.S. Coast Guard design regulations, 33 CFR 156.

3.9.2 Automated Information System

Equip all marine plants with an Automated Information System (AIS) that provides vessel information, including the vessel's identity, type, position, course, speed and navigational status, automatically to appropriately equipped shore stations, other ships and aircraft as set forth by the International Maritime Organization (IMO), Resolution A.917(22). The device will follow the U.S. Coast Guard's AIS Encoding Guide. The type of ship will be reported as "Engaged in dredging or underwater operations", code 33.

3.9.3 Mooring Area

Mooring space for the dredge will be available inside Channel Islands Harbor. Coordinate with Channel Islands Harbormaster for the mooring location.

3.9.4 Dredging Aids

Coordinate with the Harbormaster prior to placing any buoy or other dredging aid marker in the water. Equip buoys and other dredging aid markers with the necessary lights, and ensure that all lights are in proper working order prior to installation. Maintain buoys and dredging aid markers throughout the length of the dredging operation. Buoys and dredging aid markers must not be colored, marked, or placed in a manner that will obstruct or be confused with other navigational aids. Conform all buoys and aid markers to U.S. Coast Guard regulations.

3.9.5 Aids to Navigation

Do not remove, relocate, obstruct, willfully damage, make fast to, or interfere with any aids to navigation. Notify the Eleventh Coast Guard District in writing with a copy to the Contracting Officer not less than 14 calendar days in advance of any equipment operating adjacent to any aids to navigation which requires relocation or removal.

3.9.6 Signal Lights

Display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and the U.S. 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 dredging, jetty, bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 ft 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). All anchor buoys, floating line, and plant must be marked with flashing beacon lights after dark. Paint obstructions and hazards to navigation mentioned above for visibility during daylight hours.

3.9.7 Radio Communication

To facilitate and ensure the safe passage of vessels in the channel, provide, operate and maintain radio facilities capable of voice communication with vessels using the channel. Station licensing and frequency authorizations are the Contractor's responsibility. Monitor VHF-FM channels 13 and 16 while conducting dredging, transportation and placement operations.

3.9.8 Corps of Engineers Reserve Fleet (CERF) Implementation

If the work specified in this Contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps of Engineers. The Contractor is obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this Contract. When the Contracting Officer is notified of the decision to activate this dredge(s) into the CERF, the

Contracting Officer must take appropriate action to release the dredge(s). The Contracting Officer may then extend or terminate the Contract to implement whichever action is in the best interest of the Government. The CERF Contractor is subject to the following conditions:

- a. The Director of Civil Works may require the Contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this Contract at the date of notification plus up to 90 days at the previously negotiated rate which appears on the schedule of prices in the BOA.
- b. The Chief of Engineers may require the Contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the time remaining under this Contract at the date of notification plus up to 180 days at the negotiated rate which appears on the schedule of prices in the BOA.
- c. The CERF will be activated by the Chief of Engineers or the Director of Civil Works; then the Contracting Officer will notify the Contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within 72 hours for CONUS or 10 days for OCONUS assignments.
- d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Contracting Officer. Such delivery order will utilize the schedule of rates in the BOA for the specific hopper dredge(s).
- e. If during the time period specified in the paragraphs above, a CERF vessel(s) is still required, the Contract performance may be continued for additional time by mutual agreement.

-- End of Section --

Dredge Sample Data Form

CHANNEL ISLANDS MAINTENANCE DREDGING

Contract No.: _____ Sample No.: _____
Contractor Name: _____ Date: _____
Name of Dredge: _____ Time: _____
Type of Dredge: ____ hydraulic cutterhead ____ other
If other, specify: _____

Cut Location

area: _____ northing: _____
station: _____ easting: _____
range: _____
elevation: _____

Placement Location

area: _____ northing: _____
station: _____ easting: _____
range: _____
elevation: _____

Sample Obtained By: _____

Sample Obtained From: _____

Remarks: _____

Note: A copy of this completed form must accompany the sample when shipped to the laboratory for testing.

A copy of this completed form must be submitted to the Contracting Officer's Representative along with the transmittal form.

-- End of Section --

SAMPLE

Date of Lab results: **March 20, 2019**

[illegible]

Channel Islands Harbor

And

Port Hueneme

Sediment Logs and Plan View of Sample Locations

Sampled September 2023

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TABLE OF COORDINATES ACTUAL LOCATIONS		
Name	Northing	Easting
CIH23VC-A-01	1,881,585	6,190,100
CIH23VC-A-02	1,882,170	6,190,740
CIH23VC-A-03	1,882,210	6,191,170
CIH23VC-A-04	1,882,560	6,191,430
CIH23VC-B-01	1,881,750	6,189,800
CIH23VC-B-02	1,881,505	6,189,580
CIH23VC-B-03	1,881,510	6,190,000
CIH23VC-B-04	1,881,135	6,189,775
CIH23VC-B-05	1,881,160	6,190,050
CIH23VC-C-01	1,882,785	6,188,755
CIH23VC-C-02	1,882,665	6,189,035
CIH23VC-C-03	1,882,855	6,189,375
CIH23VC-C-04	1,882,265	6,188,895
CIH23VC-C-05	1,882,190	6,189,765
CIH23VC-C-06	1,881,955	6,189,350
CIH23VC-D-01 (-1)	1,882,895	6,189,820
CIH23VC-D-01 (+6)	1,882,915	6,189,830
CIH23VC-D-01 (+10)	1,882,965	6,189,850
CIH23VC-D-02	1,882,420	6,190,045
CIH23VC-E-01	1,882,790	6,191,690
CIH23VC-E-02	1,883,075	6,191,460
CIH23VC-E-03	1,883,300	6,191,695
CIH23VC-E-04	1,883,440	6,191,305
CIH23VC-E-05	1,883,910	6,191,630
CIH23VC-E-06	1,883,730	6,191,265
CIH23VC-G-01	1,880,715	6,189,905
CIH23VC-G-02	1,881,110	6,190,300
CIH23VC-G-03	1,880,735	6,190,210
CIH23VC-G-04	1,880,830	6,190,510
CIH23VC-G-05	1,880,400	6,190,200

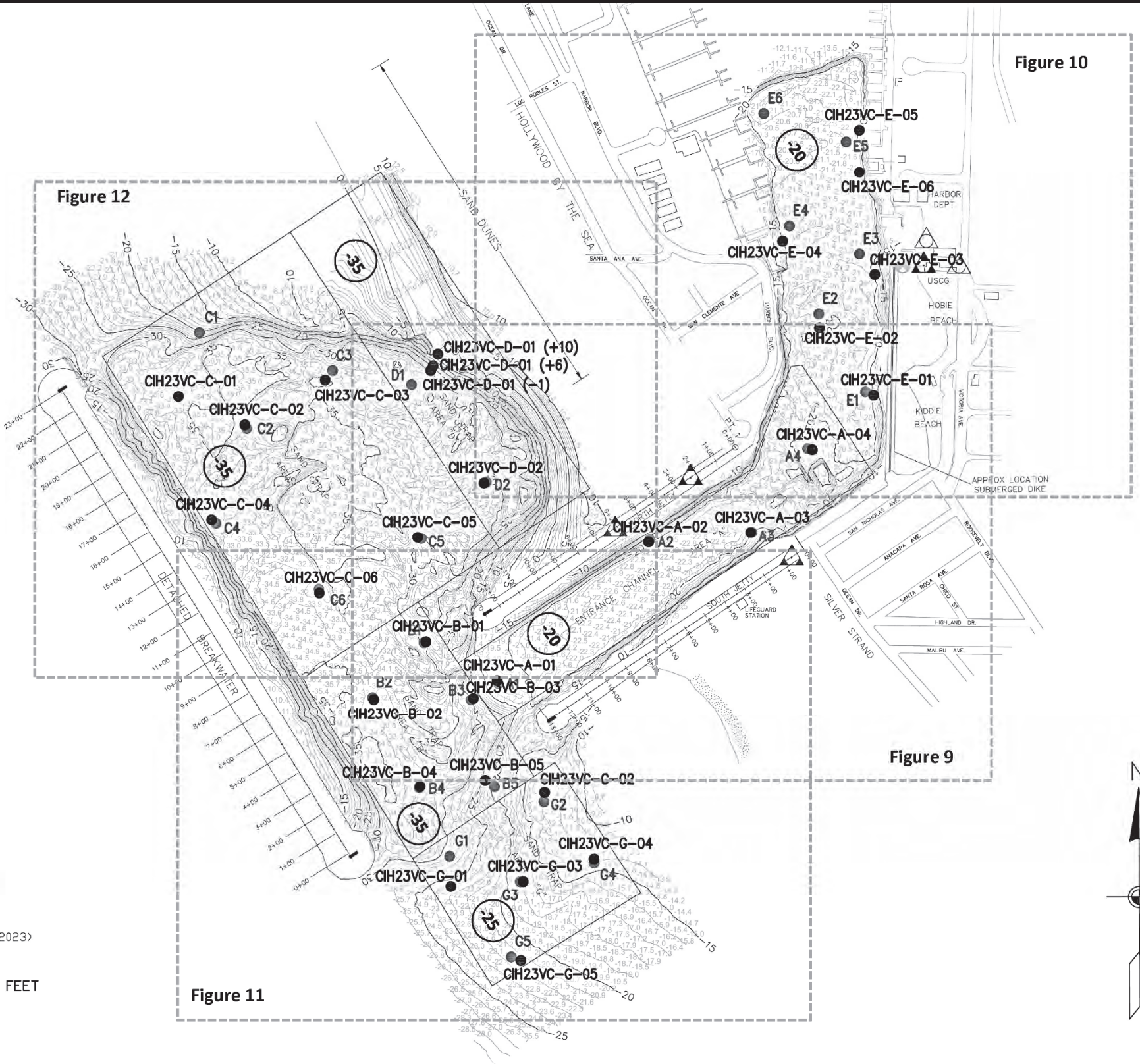
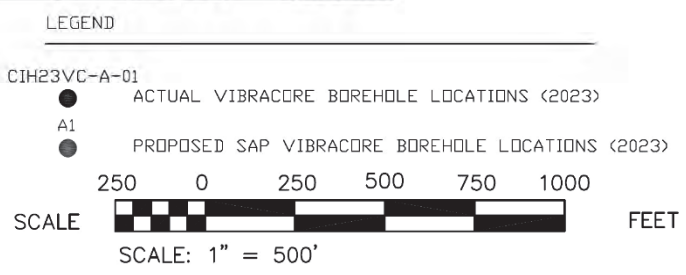


Figure 5-8. Channel Island Harbor Vibratory Core Borehole Sampling Locations

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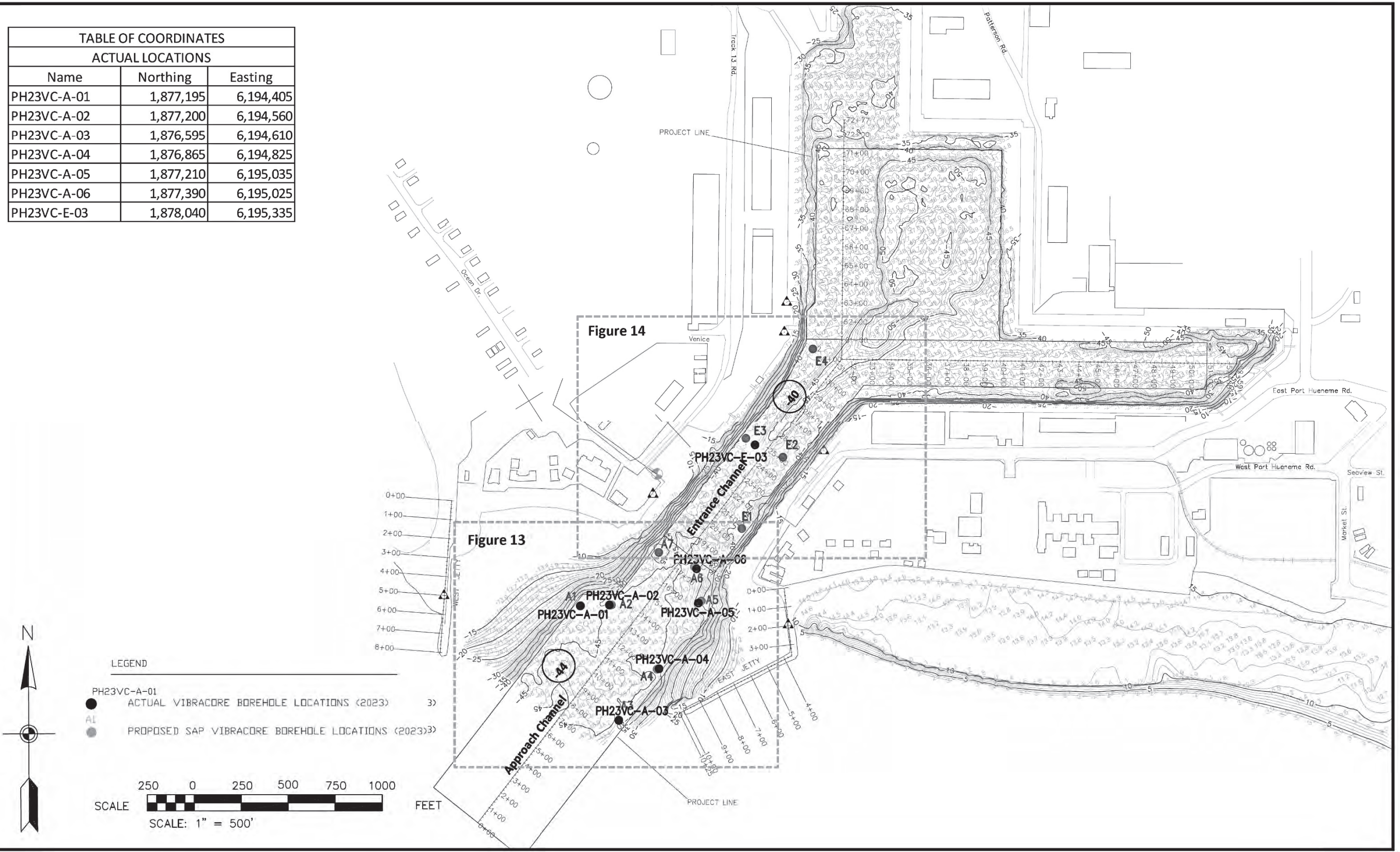


Figure 5-9. Port Hueneme Vibratory Core Borehole Sampling Locations

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -17.8					
LATITUDE: 34.15644						LONGITUDE: -119.22820					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 6.3/4.2						PENETRATION (feet): 7.0					
WATER DEPTH (feet): 22.8						TIDAL STAGE (feet): 5.0					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1	-17.8	POORLY GRADED SAND (SP): light olive brown; wet; medium dense; fine SAND; micaceous; trace kelp; trace shell fragments	1255				3	
-20						black mottling						
						no mottling						
						trace coarse SAND, increase medium SAND						
						Not Sampled						
5						Bottom of Vibracore at 6.3 feet. 2 feet of overdepth at 2.2 feet. Not sampled below 4.2 feet.						
-25												

LOG OF VIBRACORE CIH23VC-A-01

Page 1 of 1

USACE Channel Islands and Port Hueneme

Project No. 2020-025.11

PLATE

A1

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -19.1					
LATITUDE: 34.15808						LONGITUDE: -119.22611					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.1/2.9						PENETRATION (feet): 7.0					
WATER DEPTH (feet): 24.0						TIDAL STAGE (feet): 4.9					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-20				1	-19.1	POORLY GRADED SAND with SILT (SP-SM): dark olive brown; wet; medium dense; medium to fine SAND; micaceous	1320				7	
						POORLY GRADED SAND (SP): olive brown, mottled black; wet; medium dense; coarse to fine SAND; trace broken mussels						
						2" SILT lense not sampled						
5						Bottom of Vibracore at 5.1 feet. 2 feet of overdepth at 0.9 feet. Not sampled below 2.9 feet.						
-25												

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PLATE**A2**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -19.4					
LATITUDE: 34.1582						LONGITUDE: -119.22471					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 4.5/2.6						PENETRATION (feet): 6.5					
WATER DEPTH (feet): 24.0						TIDAL STAGE (feet): 4.6					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-20				1	-19.4	POORLY GRADED SAND with SILT (SP-SM): dark olive brown; wet; medium dense; fine SAND; micaceous POORLY GRADED SAND (SP): olive, black mottling; wet; medium dense; medium to fine SAND; micaceous 2 inch lense of SILTY CLAY trace shell fragments; trace coarse SAND increase coarse SAND not sampled	1345				9	
5						Bottom of Vibracore at 4.5 feet. 2 feet of overdepth at 0.6 feet. Not sampled below 4.5 feet.						

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PLATE**A3**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -19.5					
LATITUDE: 34.15916						LONGITUDE: -119.22386					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 6.2/2.5						PENETRATION (feet): 6.5					
WATER DEPTH (feet): 23.9						TIDAL STAGE (feet): 4.4					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-20				1	-19.5	SANDY SILT (ML): dark olive brown; wet; stiff; nonplastic; fine SAND; micaceous	1410				59	
					Top of Overdepth							
					Bottom of Overdepth	not sampled						
5												
-25						Bottom of Vibracore at 6.2 feet. 2 feet of overdepth at 0.5 feet. Not sampled below 2.5 feet.						

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PLATE**A4**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -25.3					
LATITUDE: 34.15688						LONGITUDE: -119.22921					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 11.2/11.7						PENETRATION (feet): 12.5					
WATER DEPTH (feet): 30.3						TIDAL STAGE (feet): 5.0					
DATE STARTED: 9/18/23						DATE COMPLETED: 9/18/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1	-25.3	POORLY GRADED SAND with SILT (SP-SM): olive brown; wet; medium dense; medium to fine SAND; trace fine GRAVEL; micaceous	1025				6	
-30	5					increase medium SAND, trace coarse SAND; trace shell fragments						
						increase fine GRAVEL						
						black mottling; increase fines						
-35						Top of Overdepth						

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PLATE**A5**

PLATE

A6

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VIBRACORE LOCATION: See Figure No. 2					MUDLINE ELEVATION AND DATUM (feet): -32.8							
LATITUDE: 34.1562					LONGITUDE: -119.22993							
EQUIPMENT: DW Hood					SAMPLING METHOD: Vibracore							
SAMPLE RECOVERED/NEEDED (feet): 7.3/4.2					PENETRATION (feet): 7.4							
WATER DEPTH (feet): 35.0					TIDAL STAGE (feet): 2.2							
DATE STARTED: 9/18/23					DATE COMPLETED: 9/18/23							
OPERATOR: CB					LOGGED BY: AS		CHECKED BY: AG					
Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-35				1	-32.8	SILTY SAND (SM): olive bown; wet; medium dense; fine SAND; micaceous	1514				14	
					black mottling							
					no mottling							
					Top of Overdepth							
5				2	-36.5	SANDY SILT (ML): dark olive brown; wet; soft; nonplastic; fine SAND; micaceous	1514				52	
					not sampled							
					Bottom of Vibracore at 7.3 feet. 2 feet of overdepth at 2.2 feet. Not sampled below 4.2 feet.							
-40												

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PLATE**A7**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -26.8					
LATITUDE: 34.15623						LONGITUDE: -119.22853					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 10.3/10.2						PENETRATION (feet): 11.5					
WATER DEPTH (feet): 32.0						TIDAL STAGE (feet): 5.2					
DATE STARTED: 9/18/23						DATE COMPLETED: 9/18/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1	-26.8	POORLY GRADED SAND (SP): dark olive brown; wet; medium dense; medium to fine SAND; micaceous decrease fines trace shell fragments; few roots increase medium SAND black mottling no mottling medium dense to dense	1150				3	
-30												
5												
-35												

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PLATE**A8**

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
					Bottom of Overdepth	not sampled Bottom of Vibracore at 10.3 feet. 2 feet of overdepth at 8.2 feet. Not sampled below 10.2 feet.						
-40												
15												
-45												
20												
-50												

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A10

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -22.3					
LATITUDE: 34.15527						LONGITUDE: -119.22836					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 15.5/14.7						PENETRATION (feet): 16.0					
WATER DEPTH (feet): 25.5						TIDAL STAGE (feet): 3.02					
DATE STARTED: 9/18/23						DATE COMPLETED: 9/18/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1	-22.3	POORLY GRADED SAND (SP): medium brown; wet; medium dense; medium to fine SAND, trace coarse SAND; trace shell fragments; micaceous	1450				2	
-25						increase medium SAND						
5						trace fine GRAVEL						
-30												

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PLATE**A11**

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-35						2 inches of black mottling						
						not sampled						
15						Bottom of Vibracore at 15.5 feet. 2 feet of overdepth at 12.7 feet. Not sampled below 14.7 feet.						
-40												
20												
-45												

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PLATE

A12

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -33.2					
LATITUDE: 34.15969						LONGITUDE: -119.23270					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 6.0/3.8						PENETRATION (feet): 6.0					
WATER DEPTH (feet): 38.0						TIDAL STAGE (feet): 4.8					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other		
-35				1	-33.2	SANDY SILT (ML): dark olive brown; wet; soft; nonplastic; fine SAND; micaceous; organic odor	1029		36	9	40			
				2	-33.3		1029				70			
				3	-34.1	SILTY SAND (SM): dark olive, mottled black; wet; medium dense; medium to fine SAND; micaceous; trace twigs	1029							24
				Top of Overdepth										
5				Bottom of Overdepth		black; trace coarse SAND; organic odor								
				not sampled										
				Bottom of Vibracore at 6 feet. 2 feet of overdepth at 1.8 feet. Not sampled below 3.8 feet.										
-40														

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PLATE**A13**

VIBRACORE LOCATION:		See Figure No. 2		MUDLINE ELEVATION AND DATUM (feet):		-34.3	
LATITUDE:		34.15937		LONGITUDE:		-119.23177	
EQUIPMENT:		DW Hood		SAMPLING METHOD:		Vibracore	
SAMPLE RECOVERED/NEEDED (feet):		5.4/2.7		PENETRATION (feet):		6.5	
WATER DEPTH (feet):		38.0		TIDAL STAGE (feet):		3.7	
DATE STARTED:		9/19/23		DATE COMPLETED:		9/19/23	
OPERATOR:		CB		LOGGED BY:		AS	
				CHECKED BY:		AG	

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other				
-35				1	-34.3	SILT with SAND (ML): dark olive mottled black; wet; soft; medium plasticity; fine SAND; micaceous; trace roots; organic odor	0845		38	11	41					
			2	-34.4	0845		81									
			Top of Overdepth			SILTY SAND (SM): olive, mottled black; wet; medium dense; fine SAND; micaceous	0845									20
			3	-35.7	trace roots											
					increase medium SAND											
		Bottom of Overdepth			not sampled											
5																
-40						Bottom of Vibracore at 5.4 feet. 2 feet of overdepth at 0.7 feet. Not sampled below 2.7 feet.										

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PLATE

A14

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -33.4					
LATITUDE: 34.15991						LONGITUDE: -119.15991					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 6.2/3.6						PENETRATION (feet): 6.5					
WATER DEPTH (feet): 38.5						TIDAL STAGE (feet): 5.1					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1	-33.4	SILTY SAND (SM): olive brown, mottled black; wet; medium dense; medium to fine SAND; micaceous; trace twigs	1110				17	
						2 inch lens of SILT						
-35						Top of Overdepth						
						trace shell fragments						
						2 inch lens of SILT						
						Bottom of Overdepth						
						not sampled						
5												
-40						Bottom of Vibracore at 6.2 feet. 2 feet of overdepth at 1.6 feet. Not sampled below 3.6 feet.						

LOG OF VIBRACORE CIH23VC-C-03

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PLATE**A15**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -34.2					
LATITUDE: 34.15827						LONGITUDE: -119.23222					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.0/2.8						PENETRATION (feet): 7.0					
WATER DEPTH (feet): 37.3						TIDAL STAGE (feet): 3.1					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-35				1	-34.2	SILTY SAND (SM): dark olive brown, mottled black; wet; medium dense; medium to fine SAND; micaceous; organic odor trace roots trace mussels no mussels increase medium SAND	0810				36	
						not sampled						
5						Bottom of vibracore at 5 feet. 2 feet of overdepth at 0.8 feet. Not sampled below 2.8 feet.						
-40												

LOG OF VIBRACORE CIH23VC-C-04

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PLATE**A16**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -28.4					
LATITUDE: 34.1581						LONGITUDE: -119.22934					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 16.5/8.6						PENETRATION (feet): 16.5					
WATER DEPTH (feet): 32.5						TIDAL STAGE (feet): 4.1					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1	-28.4	POORLY GRADED SAND with SILT (SP-SM): olive yellow; wet; medium dense; fine SAND; micaceous; trace twigs	0925				7	
-30						black mottling						
						no mottling; iron oxide staining						
						trace coarse SAND						
5												
-35						Top of Overdepth						
						Bottom of Overdepth						
						not sampled						

LOG OF VIBRACORE CIH23VC-C-05

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PLATE**A17**

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-40												
15												
-45						Bottom of Vibracore at 16.5 feet. 2 feet of overdepth at 6.6 feet. Not sampled below 8.6 feet.						
20												
-50												

LOG OF VIBRACORE CIH23VC-C-05

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -32.7						
LATITUDE: 34.15744						LONGITUDE: -119.23071						
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore						
SAMPLE RECOVERED/NEEDED (feet): 5.6/4.3						PENETRATION (feet): 7.5						
WATER DEPTH (feet): 34.5						TIDAL STAGE (feet): 1.8						
DATE STARTED: 9/18/23						DATE COMPLETED: 9/18/23						
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG				
Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-35				1	-32.7	SILTY SAND (SM): olive brown; wet; medium dense; fine SAND; micaceous	1625				18	
				2	-34	SANDY SILT (ML): black, olive mottling; wet; soft; nonplastic; fine SAND; micaceous; trace twigs	1625				68	
				Top of Overdepth								
				3	-35	POORLY GRADED SAND with SILT (SP-SM): dark olive brown, mottled black; wet; medium dense; fine SAND; micaceous	1625				7	
						SILTY SAND (SM): olive brown; wet; medium dense; fine SAND; micaceous						
5				Bottom of Overdepth		not sampled						
						Bottom of Vibracore at 5.6 feet. 2 feet of overdepth at 2.3 feet. Not sampled below 5.6 feet.						
-40												

LOG OF VIBRACORE CIH23VC-C-06

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PLATE**A19**

SAMPLE LOCATION:		See Figure No. 2			MUDLINE ELEVATION (MLLW):		10						
LATITUDE:		34.16022			LONGITUDE:		-119.22909						
EQUIPMENT:		Trowel			SAMPLING METHOD:		Grab						
WATER DEPTH (feet):					TIDAL STAGE (feet):								
DATE STARTED:		9/19/23			DATE COMPLETED:		9/19/23						
OPERATOR:		CB			LOGGED BY:		AS		CHECKED BY:	AG			
Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample No.	Sampling Time	Field Unc. Comp. Str. (tsf)	DESCRIPTION		Other Tests	Moisture Content (%)	Liquid Limit (%)	Plasticity Index (%)	Percent Passing #200 Sieve
				1	1825		POORLY GRADED SAND (SP): tan; dry; medium dense; medium to fine SAND; micaceous						0

LOG OF BEACH NEARSHORE GRAB SAMPLES CIH23VC-D-01A

PLATE

A20

SAMPLE LOCATION:		See Figure No. 2		MUDLINE ELEVATION (MLLW):		6						
LATITUDE:		34.16009		LONGITUDE:		-119.22915						
EQUIPMENT:		Trowel		SAMPLING METHOD:		Grab						
WATER DEPTH (feet):				TIDAL STAGE (feet):								
DATE STARTED:		9/19/23		DATE COMPLETED:		9/19/23						
OPERATOR:		CB		LOGGED BY:		AS						
				CHECKED BY:		AG						
Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample No.	Sampling Time	Field Unc. Comp. Str. (tsf)	DESCRIPTION	Other Tests	Moisture Content (%)	Liquid Limit (%)	Plasticity Index (%)	Percent Passing #200 Sieve
				1	1821		POORLY GRADED SAND (SP): light brown; moist; medium dense; medium to fine SAND; micaceous					1

LOG OF BEACH NEARSHORE GRAB SAMPLES CIH23VC-D-01B**PLATE**

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A21

SAMPLE LOCATION:		See Figure No. 2		MUDLINE ELEVATION (MLLW):		-1						
LATITUDE:		34.16003		LONGITUDE:		-119.22919						
EQUIPMENT:		Trowel		SAMPLING METHOD:		Grab						
WATER DEPTH (feet):				TIDAL STAGE (feet):								
DATE STARTED:		9/19/23		DATE COMPLETED:		9/19/23						
OPERATOR:		CB		LOGGED BY:		AS						
				CHECKED BY:		AG						
Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample No.	Sampling Time	Field Unc. Comp. Str. (tsf)	DESCRIPTION	Other Tests	Moisture Content (%)	Liquid Limit (%)	Plasticity Index (%)	Percent Passing #200 Sieve
				1	1815		POORLY GRADED SAND (SP): dark brown; wet; medium dense; coarse to fine SAND; trace fine GRAVEL; micaceous; trace shell fragments					1

LOG OF BEACH NEARSHORE GRAB SAMPLES CIH23VC-D-01C

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Oxnard, CA

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A22


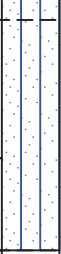
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A15

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
40												
						Bottom of Vibracore at 11.8 feet. 2 feet of overdepth at 6.2 feet. Not sampled below 8.2 feet.						
4F												
45												
1-												
-50												

LOG O2 VIBRACORE CIH15VC3D3-1

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -19.0					
LATITUDE: 34.15981						LONGITUDE: -119.2230					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.8/3.0						PENETRATION (feet): 6.5					
WATER DEPTH (feet): 23.0						TIDAL STAGE (feet): 4.0					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other				
-20				1	-19	CLAYEY SAND (SC): dark olive brown; wet; medium dense; fine SAND; micaceous; trace human debris; trace twigs	1435		27	8	34					
				2	-19.1		1435									
				3	-19.8	SILTY SAND (SM): dark olive brown; wet; medium dense; medium to fine SAND; micaceous; trace shell fragments	1435								36	
				Top of Overdepth												
-25	5			4	-21.2	dark olive, mottled black	1435				29					
				Bottom of Overdepth												
						not sampled										
						Bottom of Vibracore at 5.8 feet. 2 feet of overdepth at 1 foot. Not sampled below 3 feet.										

LOG OF VIBRACORE CIH23VC-E-01

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PLATE**A25**

PLATE

A26

Project No. 2020-025.11

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -18.7					
LATITUDE: 34.16121						LONGITUDE: -119.22300					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.1/3.3						PENETRATION (feet): 6.0					
WATER DEPTH (feet): 22.0						TIDAL STAGE (feet): 3.3					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-20				1	-18.7	SILTY SAND (SM): greyish brown; wet; loose; coarse to fine SAND; micaceous; few kelp black; medium dense; fine SAND; trace mussel fragments; trace human debris	1530				39	
				2	-18.8		1530				29	
				3	-19.2		1530				48	
				Top of Overdepth								
-25				4	-21.2	olive brown, mottled black; medium to fine SAND, trace coarse SAND; trace fine GRAVEL	1530				24	
				Bottom of Overdepth								
				not sampled								
						Bottom of Vibracore at 5.1 feet. 2 feet of overdepth at 1.3 feet. Not sampled below 3.3 feet.						

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PLATE

A17

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -19.7					
LATITUDE: 34.16158						LONGITUDE: -119.22430					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.7/2.3						PENETRATION (feet): 6.5					
WATER DEPTH (feet): 22.6						TIDAL STAGE (feet): 2.9					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-20				1	-19.7	LEAN CLAY (CL): olive brown, mottled black; wet; stiff; medium plasticity; few fine SAND; micaceous; organic odor	1550		44	19	89	
						not sampled						
						Bottom of Vibracore at 5.7 feet. 2 feet of overdepth at 0.3 feet. Not sampled below 2.3 feet.						

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PLATE**A18**

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A29

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -19.7					
LATITUDE: 34.16237						LONGITUDE: -119.22445					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.2/2.3						PENETRATION (feet): 6.5					
WATER DEPTH (feet): 21.9						TIDAL STAGE (feet): 2.2					
DATE STARTED: 9/19/23						DATE COMPLETED: 9/19/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-20				1	-19.7	LEAN CLAY (CL): black, mottled dark olive brown; wet; stiff; medium plasticity; trace fine SAND; trace mussel fragments; trace twigs	1640		46	22	93	
						not sampled						
						POORLY GRADED SAND (SP): dark olive, mottled black; wet; medium to fine SAND; micaceous. (observed)						
-25						Bottom of Vibracore at 5.2 feet. 2 feet of overdepth at 0.3 feet. Not sampled below 2.3.						

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PLATE

A5-

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -24.3					
LATITUDE: 34.15405						LONGITUDE: -119.22882					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.2/2.7						PENETRATION (feet): 6.0					
WATER DEPTH (feet): 28.5						TIDAL STAGE (feet): 4.2					
DATE STARTED: 9/22/23						DATE COMPLETED: 9/22/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-25				1	-24.3	POORLY GRADED SAND (SP): olive brown; wet; medium dense; fine SAND; micaceous; trace shell fragments; trace human debris	1005				2	
						black; increase fines						
						olive brown; decrease fines						
						not sampled						
						Bottom of Vibracore at 5.2 feet. 2 feet of overdepth at 0.7 feet. Not sampled below 2.7 feet.						

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PLATE**A54**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -12.9					
LATITUDE: 34.15514						LONGITUDE: -119.22753					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.4/14.1						PENETRATION (feet): 6.0					
WATER DEPTH (feet): 17.0						TIDAL STAGE (feet): 4.1					
DATE STARTED: 9/22/23						DATE COMPLETED: 9/22/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-15				1	-12.9	POORLY GRADED SAND (SP): olive grey; wet; medium dense; medium to fine SAND, trace coarse SAND; micaceous; trace shell fragments coarse to fine SAND medium to fine SAND, trace coarse SAND	0935				2	
-20						Bottom of Vibracore at 5.4 feet. No overdepth.						

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PLATE

A51

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -19.4						
LATITUDE: 34.15411						LONGITUDE: -119.22781						
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore						
SAMPLE RECOVERED/NEEDED (feet): 5.0/7.6						PENETRATION (feet): 6.0						
WATER DEPTH (feet): 23.2						TIDAL STAGE (feet): 3.8						
DATE STARTED: 9/22/23						DATE COMPLETED: 9/22/23						
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG				
Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-20				1	-19.4	POORLY GRADED SAND (SP): olive brown; wet; medium dense; fine SAND; micaceous; trace shell fragments	0840				1	
						dark grey mottling						
-25						Bottom of Vibracore at 5 feet. No overdepth.						

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PLATE**A55**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -14.1					
LATITUDE: 34.15439						LONGITUDE: -119.22682					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.0/12.9						PENETRATION (feet): 6.0					
WATER DEPTH (feet): 18.0						TIDAL STAGE (feet): 3.9					
DATE STARTED: 9/22/23						DATE COMPLETED: 9/22/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-15				1	-14.1	POORLY GRADED SAND (SP): olive brown; wet; medium dense; medium to fine SAND, trace coarse SAND; micaceous; trace kelp; trace shell fragmnets increase coarse SAND decrease coarse SAND	0908				0	
-20						Bottom of Vibracore at 5 feet. No overdepth.						

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PLATE**A50**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -22.0					
LATITUDE: 34.15319						LONGITUDE: -119.22784					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.7/5.0						PENETRATION (feet): 6.0					
WATER DEPTH (feet): 25.6						TIDAL STAGE (feet): 3.6					
DATE STARTED: 9/22/23						DATE COMPLETED: 9/22/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1	-22	POORLY GRADED SAND (SP): olive some dark grey mottling; wet; medium dense; medium to fine SAND; micaceous; trace twigs; trace shell fragments	0815				1	
-25						Top of Overdepth						
						Bottom of Overdepth						
						not sampled						
						Bottom of Vibracore at 5.7 feet. 2 feet of overdepth at 3.0 feet. Not sampled below 5 feet.						
-30												

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PLATE**A5F**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -43.7					
LATITUDE: 34.14452						LONGITUDE: -119.21381					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 8.1/2.3						PENETRATION (feet): 9.5					
WATER DEPTH (feet): 48.7						TIDAL STAGE (feet): 5.0					
DATE STARTED: 9/20/23						DATE COMPLETED: 9/20/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1	-43.7	SANDY SILT (ML): olive brown; wet; medium dense; nonplastic; fine SAND; micaceous; trace shell fragments	1130				62	
-45						black; increase fines						
						trace roots						
				2-PCB	-46	PCB sample (archived)	1130					
						decrease fines						
						POORLY GRADED SAND (SP): light olive brown; wet; medium dense; coarse to fine SAND; micaceous; trace shell fragments						
-50						increase coarse SAND trace fine GRAVEL						
						Bottom of Vibracore at 8.1 feet. 2 feet of overdepth at 0.3 feet. PCB sample archived below 2.3 feet.						

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PLATE

A56

VIBRACORE LOCATION: See Figure No. 2					MUDLINE ELEVATION AND DATUM (feet): -45.9				
LATITUDE: 34.14454					LONGITUDE: -119.21329				
EQUIPMENT: DW Hood					SAMPLING METHOD: Vibracore				
SAMPLE RECOVERED/NEEDED (feet): 8.5/Below Target Depth					PENETRATION (feet): 9.5				
WATER DEPTH (feet): 51.0					TIDAL STAGE (feet): 5.1				
DATE STARTED: 9/20/23					DATE COMPLETED: 9/20/23				
OPERATOR: CB					LOGGED BY: AS		CHECKED BY: AG		

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1-PCB	-45.9	SANDY SILTY CLAY (CL-ML): black; wet; soft; nonplastic; fine SAND, trace coarse SAND; micaceous PCB sample 1 (archived) PCB sample 2 (archived)	1215					
				2-PCB	-46		1215					
				3-PCB	-48.3		1215					
						POORLY GRADED SAND (SP): olive brown; wet; medium dense; coarse to fine SAND; trace fine GRAVEL PCB sample 3 (archived)						
-50						decrease coarse SAND						
						increase coarse SAND						
						increase fine GRAVEL						
-55						Bottom of Vibracore at 8.5 feet. No overdepth, below target depth. All samples archived for PCB.						

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PLATE**A57**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -43.1					
LATITUDE: 34.14288						LONGITUDE: -119.21310					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 5.6/2.9						PENETRATION (feet): 7.0					
WATER DEPTH (feet): 47.0						TIDAL STAGE (feet): 3.9					
DATE STARTED: 9/21/23						DATE COMPLETED: 9/21/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1	-43.1	POORLY GRADED SAND with SILT (SP-SM): olive brown; wet; medium dense; fine SAND; micaceous; trace shell fragments; trace twigs	0930				11	
						Top of Overdepth						
-45						dark olive brown trace mussel fragments						
						Bottom of Overdepth						
						not sampled						
						Bottom of Vibracore at 5.6 feet. 2 feet of overdepth at 0.9 feet. Not sampled below 2.9 feet.						
-50												

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PLATE**A58**

VIBRACORE LOCATION: See Figure No. 2						MUDLINE ELEVATION AND DATUM (feet): -41.8					
LATITUDE: 34.14363						LONGITUDE: -119.21241					
EQUIPMENT: DW Hood						SAMPLING METHOD: Vibracore					
SAMPLE RECOVERED/NEEDED (feet): 4.2/4.2						PENETRATION (feet): 7.5					
WATER DEPTH (feet): 45.3						TIDAL STAGE (feet): 3.5					
DATE STARTED: 9/21/23						DATE COMPLETED: 9/21/23					
OPERATOR: CB						LOGGED BY: AS		CHECKED BY: AG			

Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
				1	-41.8	SILTY SAND (SM): dark olive mottled medium tan; wet; medium dense; medium to fine SAND; micaceous; trace shell fragments	0845				19	
						no mottling						
						Top of Overdepth						
						Bottom of Overdepth						
						increase medium SAND						
						Bottom of Vibracore at 4.2 feet. 2 feet of overdepth at 2.2 feet.						

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PLATE

A59

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A04

VIBRACORE LOCATION: See Figure No. 2					MUDLINE ELEVATION AND DATUM (feet): -42.7							
LATITUDE: 34.14687					LONGITUDE: -119.21077							
EQUIPMENT: DW Hood					SAMPLING METHOD: Vibracore							
SAMPLE RECOVERED/NEEDED (feet): 5/(5-10)					PENETRATION (feet): 5.0							
WATER DEPTH (feet): 47.0					TIDAL STAGE (feet): 4.3							
DATE STARTED: 9/20/23					DATE COMPLETED: 9/20/23							
OPERATOR: CB					LOGGED BY: AS		CHECKED BY: AG					
Elevation (feet)	Depth (feet)	Sampler	Symbol	Sample Number	Sample Elevation (feet)	DESCRIPTION	Time	Moisture content (%)	Liquid limit (%)	Plasticity Index (%)	%passing sieve # 200	Other
-45				1-PCB	-42.7	POORLY GRADED SAND (SP): olive grey; wet; medium dense; coarse to fine SAND; micaceous; trace mussel shells PCB sample 1 (archived) PCB sample 2 (archived)	1055					
				2-PCB	-42.8		1055					
				3-PCB	-44.6	WELL-GRADED GRAVEL with SAND (GW): multi-colored; wet; dense; coarse to fine SAND; coarse to fine GRAVEL; trace cobbles PCB sample 3 (archived) 2 inch lean CLAY lense; olive grey	1055					
				4-PCB	-45.7	SILTY SAND (SM): olive grey; wet; medium dense; medium to fine SAND, trace coarse SAND; micaceous; trace shell fragments PCB sample 4 (archived)	1055					
-50						Bottom of Vibracore at 5.1 feet. All samples archived for PCB.						

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PLATE

A01

Table 5-2. Dates, Times, and Sampling Coordinates for Samples Collected from Channel Islands Harbor

Channel / Composite Area	Core Designation	Date Sampled	Time Sampled	Geographic Coordinates (NAD 83)		Seafloor Elevation (ft MLLW)	Design Depth + Overdepth (ft MLLW)	Core Recovery (ft)	Core Interval Sampled (ft MLLW)
				Latitude North	Longitude West				
Area A	CIH23VC-A-01	09/19/2023	12:55	34.15644	-119.22820	-17.8	-22	6.3	-17.8 to -22.0
Area A	CIH23VC-A-02	09/19/2023	13:20	34.15808	-119.22611	-19.1	-22	5.1	-19.1 to -22.0
Area A	CIH23VC-A-03	09/19/2023	13:45	34.15820	-119.22471	-19.4	-22	4.5	-19.4 to -22.0
Area A	CIH23VC-A-04	09/19/2023	14:10	34.15916	-119.22386	-19.5	-22	6.2	-19.5 to -22.0
Sand Trap B	CIH23VC-B-01	09/18/2023	10:25	34.15688	-119.22921	-25.3	-37	11.2 ¹	-25.3 to -36.5 ¹
Sand Trap B	CIH23VC-B-02	09/18/2023	15:54	34.15620	-119.22993	-32.8	-37	7.3	-32.8 to -37.0
Sand Trap B	CIH23VC-B-03	09/18/2023	13:05	34.15623	-119.22853	-32.3	-37	10.3	-32.3 to -37.0
Sand Trap B	CIH23VC-B-04	09/18/2023	14:50	34.15520	-119.22926	-32.3	-37	4.7	-22.3 to -37.0
Sand Trap B	CIH23VC-B-05	09/18/2023	15:54	34.15527	-119.22836	-32.8	-37	15.5	-32.8 to -37.0
Sand Trap C	CIH23VC-C-01	9/19/2023	10:24	34.15969	-119.23270	-33.2	-37	6.0	-33.2 to -37.0
Sand Trap C	CIH23VC-C-02	9/19/2023	8:45	34.15937	-119.23177	-34.3	-37	5.4	-34.3 to -37.0
Sand Trap C	CIH23VC-C-03	9/19/2023	11:10	34.15991	-119.23065	-33.4	-37	6.2	-33.4 to -37.0
Sand Trap C	CIH23VC-C-04	9/19/2023	8:10	34.15827	-119.23222	-34.2	-37	-5.0	-34.2 to -37.0
Sand Trap C	CIH23VC-C-05	9/19/2023	9:25	34.15810	-119.22934	-28.4	-37	16.5	-28.4 to -37.0
Sand Trap C	CIH23VC-C-06	9/18/2023	16:25	34.15744	-119.23071	-32.7	-37	5.6	-32.7 to -37.0
Sand Trap D	CIH23VC-D-01A ²	09/19/2023	18:15	34.16003	-119.22919	+10	-37	0.5	-1.0 to -1.5
Sand Trap D	CIH23VC-D-01B ²	09/19/2023	18:21	34.16009	-119.22915	+6.0	-37	0.5	+6.0 to +5.5
Sand Trap D	CIH23VC-D-01C ²	09/19/2023	18:25	34.16022	-119.22909	-1.0	-37	0.5	+10.0 to +9.5
Sand Trap D	CIH23VC-D-02	09/19/2023	11:45	34.15874	-119.22842	-28.8	-37	11.8	-28.8 to -37.0
Area E	CIH23VC-E-01	09/19/2023	14:35	34.15981	-119.22300	-19.0	-22	5.8	-19.0 to -22.0
Area E	CIH23VC-E-02	09/19/2023	15:00	34.16058	-119.22378	-19.8	-22	5.6	-19.8 to -22.0
Area E	CIH23VC-E-03	09/19/2023	15:30	34.16121	-119.22300	-19.0	-22	5.1	-19.0 to -22.0
Area E	CIH23VC-E-04	09/19/2023	15:50	34.16158	-119.22430	-19.7	-22	5.7	-19.7 to -22.0

Table 5-2. Dates, Times, and Sampling Coordinates for Samples Collected from Channel Islands Harbor

Channel / Composite Area	Core Designation	Date Sampled	Time Sampled	Geographic Coordinates (NAD 83)		Seafloor Elevation (ft MLLW)	Design Depth + Overdepth (ft MLLW)	Core Recovery (ft)	Core Interval Sampled (ft MLLW)
				Latitude North	Longitude West				
Area E	CIH23VC-E-05	09/19/2023	16:40	34.16288	-119.22325	-19.7	-22	5.2	-19.7 to -22.0
Area E	CIH23VC-E-06	09/19/2023	17:05	34.16237	-119.22445	-19.8	-22	5.5	-19.8 to -22.0
Sand Trap G	CIH23VC-G-01	9/22/2023	10:05	34.15405	-119.22882	-24.3	-27	5.2	-24.3 to -27.0
Sand Trap G	CIH23VC-G-02	9/22/2023	9:35	34.15514	-119.22753	-12.9	-27	5.4 ¹	-12.9 to -27.0 ¹
Sand Trap G	CIH23VC-G-03	9/22/2023	8:40	34.15411	-119.22781	-19.4	-27	5.0 ¹	-19.4 to -27.0 ¹
Sand Trap G	CIH23VC-G-04	9/22/2023	9:08	34.15439	-119.22682	-14.1	-27	5.5 ¹	-14.1 to -27.0 ¹
Sand Trap G	CIH23VC-G-05	9/22/2023	8:15	34.15319	-119.22784	-22.0	-27	-5.0	-22.0 to -27.0

¹ Refusal encountered or target elevation could not be reached.

² Collected as a composite of three transect grab samples.

Table 5-3. Dates, Times, and Sampling Coordinates for Samples Collected from Port Hueneme

Channel / Composite Area	Core Designation	Date Sampled	Time Sampled	Geographic Coordinates (NAD 83)		Seafloor Elevation (ft MLLW)	Design Depth + Overdepth (ft MLLW)	Core Recovery (ft)	Core Interval Sampled (ft MLLW)
				Latitude North	Longitude West				
Area A	PH23VC-A-01	9/20/2023	11:30	34.14452	-119.21381	-43.7	-46	8.1	-43.7 to -46.0 -46.0 to -51.8 ¹
Area A	PH23VC-A-02	9/20/2023	12:15	34.14454	-119.21329	-45.9	-46	8.5	-45.9 to -54.4 ¹
Area A	PH23VC-A-03	9/21/2023	9:30	34.14288	-119.21310	-43.1	-46	5.6	-43.1 to -46.0
Area A	PH23VC-A-04	9/21/2023	8:45	34.14363	-119.21241	-41.8	-46	4.2	-41.8 to -46.0
Area A	PH23VC-A-05	9/20/2023	13:05	34.14458	-119.21173	-37.7	-46	7.2	-37.7 to -44.9
Area A	PH23VC-A-06	9/21/2023	8:20	34.14508	-119.21177	-41.6	-46	7.0	-41.6 to -46.0
Area A	PH23VC-A-07	9/20/2023	13:25	34.14531	-119.21243	-47.3	-46	NS ²	NS ²
Area E	PH23VC-E-01	9/20/2023	9:20	34.14566	-119.21099	-41	-42	NS ²	NS ²
Area E	PH23VC-E-02	9/20/2023	9:00	34.14670	-119.21027	-41.3	-42	NS ²	NS ²
Area E	PH23VC-E-03	9/20/2023	10:55	34.14687	-119.21077	-41.9	-42	5.0	-41.9 to -44.7 ¹ -44.7 to -46.9 ¹
Area E	PH23VC-E-04	9/20/2023	8:30	34.14841	-119.20997	-40.6	-42	NS ²	NS ²

¹ Archived only

² Not sample due to insufficient shoaling in the area

Table 5-4. Channel Islands Harbor Weighted Average Sieve Analysis Grain

Composite Sample CIH23VC-	Gravel			Coarse Sand			Medium Sand				Fine Sand					Silt/Clay		
	Sieve No./Sieve Size/Weighted Average* of each Composite Area % Passing Through																	
	3/4	1/2	3/8	4	7	10	14	18	25	35	45	60	80	120	170	200	230	
	25.4 mm	19 mm	9.5 mm	4.75 mm	2.8 mm	2.0 mm	1.4 mm	1.0 mm	0.71 mm	0.50 mm	0.355 mm	0.250 mm	0.18 mm	0.125 mm	0.09 mm	0.075 mm	0.063 mm	
A	100	100	100.	100	100	99.8	99.7	99.5	98.9	97.0	92.8	81.3	60.6	32.4	19.6	16.8	15.2	
B	100	100	100	99.9	99.9	99.7	99.5	99.0	98.1	96.2	91.7	80.4	52.1	16.7	5.9	4.6	3.9	
C	100	100	100	99.9	99.8	99.7	99.6	99.4	99.2	98.7	97.9	94.5	76.6	43.1	25.8	21.7	18.3	
D	100	100	99.7	99.4	99.2	99.0	98.5	97.9	96.9	95.1	90.9	75.9	42.5	16.2	9.6	8.2	6.7	
E	100	100	100	100	100	100	100	100	99	98	94	85	79	75	69	66	64	
G	100	100	100	99.8	99.7	99.4	98.9	98.3	97.5	96.3	93.8	86.3	59.0	15.9	2.7	1.3	1.0	

* Weighted average calculated by factoring in the length of each core interval contributing to the composite sample.

Table 5-5. Port Hueneme Weighted Average Sieve Analysis Grain Size Data

Composite Sample PH23VC-	Gravel			Coarse Sand			Medium Sand				Fine Sand					Silt/Clay		
	Sieve No./Sieve Size/Weighted Average* of each Composite Area % Passing Through																	
	3/4	1/2	3/8	4	7	10	14	18	25	35	45	60	80	120	170	200	230	
	25.4 mm	19 mm	9.5 mm	4.75 mm	2.8 mm	2.0 mm	1.4 mm	1.0 mm	0.71 mm	0.50 mm	0.355 mm	0.250 mm	0.18 mm	0.125 mm	0.09 mm	0.075 mm	0.063 mm	
A	100	100	100	100	99.9	99.9	99.8	99.7	99.6	98.9	96.5	86.8	61.5	32.2	17.0	13.7	11.3	

Table 5-6. Channel Islands Harbor Sieve Analysis Grain Size Data and Atterberg Limits for Individual Cores for Each Composite Area

Location	Elevation (ft MLLW)		Gravel*			Coarse Sand			Medium Sand				Fine Sand					Silt/Clay			Atterberg Limits		Classification
			Sieve No./Sieve Size/% Passing																				
	3/4	1/2	3/8	4	7	10	14	18	25	35	45	60	80	120	170	200	230	LL	PI				
Top	Bottom	25.4 mm	19 mm	9.5 mm	4.75 mm	2.8 mm	2.0 mm	1.4 mm	1.0 mm	0.71 mm	0.50 mm	0.355 mm	0.250 mm	0.18 mm	0.125 mm	0.09 mm	0.075 mm	0.063 mm	LL	PI	Classification		
Area A																							
CIH23VC-A-01	-17.8	-22	100	100	100	100	100	99.9	99.7	99.7	99.6	99.1	97.7	92.2	72.7	22.5	5.6	3.3	3.1			Poorly Graded Sand (SP)	
CIH23VC-A-02	-19.1	-22	100	100	100	100	99.9	99.5	99.4	98.8	96.9	90.4	76.7	46.4	21.9	12	8.5	7.2	6.7			Poorly Graded Sand with Silt (SP-SM)	
CIH23VC-A-03	-19.4	-22	100	100	100	100	100	100	99.9	99.7	99.4	98.7	96.8	86.3	49.5	17.1	9.9	8.6	7.8			Poorly Graded Sand with Silt (SP-SM)	
CIH23VC-A-04	-19.5	-22	100	100	100	100	100	99.9	99.9	99.8	99.7	99.4	99.1	98.5	96.9	88.5	65.9	59.1	53.1			Sandy Silt (ML)	
Area B																							
CIH23VC-B-01	-25.3	-36.5	100	100	100	100	99.9	99.7	99.6	99.4	99	97.3	92.5	78.1	47.3	16.5	7.1	5.9	5.3			Poorly Graded Sand with Silt (SP-SM)	
CIH23VC-B-02	-32.8	-37	100	100	100	100	100	100	100	99.8	99.8	99.8	99.4	96.3	80.6	36	17.5	14.1	12.1			Silty Sand (SM)	
CIH23VC-B-02	-36.5	-37	100	100	100	100	100	100	100	99.9	99.8	99.7	99.5	99.4	98.2	86.7	59.3	51.9	45.6			Sandy Silt (ML)	
CIH23VC-B-03	-32.3	-37	100	100	100	99.8	99.7	99.5	99.3	98.7	97.3	93.5	84.9	70.1	42.6	11.7	3.7	2.8	2			Poorly Graded Sand with Silt (SP-SM)	
CIH23VC-B-04	-32.3	-37	100	100	100	100	100	99.9	99.9	99.7	99.7	99.4	98.1	91.8	62.8	18.7	6.4	5	4.2			Sand with Silt (SP-SM)	
CIH23VC-B-04	-32.3	-33.2	100	100	100	100	100	100	99.9	99.9	99.8	99.7	99.4	96.7	74	38.7	28.8	26	23.2			Silty Sand (SM)	
CIH23VC-B-05	-32.8	-37	100	100	100	99.9	99.9	99.7	99.2	98.4	97.1	95.3	91.7	81	50.8	14.1	3	2	1.7			Poorly Graded Sand (SP)	
Area C																							
CIH23VC-C-01	-33.2	-37	100	100	100	100	99.8	99.6	99.3	99.1	98.7	98	97	95.5	91.1	71	47.1	40.1	34.2			Silty Sand (SM)	
CIH23VC-C-01	-33.3	-34.2	100	100	100	100	100	100	99.9	99.8	99.6	99.3	98.9	98	95.5	86.4	75	69.5	62.5	36	9	Sandy Silt (ML)	
CIH23VC-C-01	-34.2	-37.6	100	100	100	100	99.9	99.4	99.3	98.9	98.5	97.7	96.4	93.8	86.7	58.7	31.3	23.8	17.5			Sandy Silt (ML)	
CIH23VC-C-02	-34.3	-37	100	100	100	100	100	99.9	99.8	99.7	99.6	99.3	98.8	97.9	94.3	69.9	46.6	40.9	34.9			Silty Sand (SM)	
CIH23VC-C-02	-34.4	-34.9	100	100	100	100	100	100	100	99.9	99.8	99.7	99.4	99	97.8	92.4	85.4	81.3	74.9	38	11	Silt with Sand (ML)	
CIH23VC-C-02	-36.3	-37	100	100	100	100	99.9	99.9	99.9	99.8	99.7	99.4	98.9	97.7	93.6	60.3	26.6	20.2	15.9			Silty Sand (SM)	
CIH23VC-C-03	-33.4	-37	100	100	99.7	99.6	99.6	99.5	99.4	99	98.5	97.6	95.3	87.3	57.9	27.3	19.3	17.2	15.1			Silty Sand (SM)	
CIH23VC-C-04	-34.2	-37	100	100	100	99.5	99.4	99.3	99.1	98.6	98	97.4	96.8	95.3	90.2	67.9	42.9	35.7	29			Silty Sand (SM)	
CIH23VC-C-05	-28.4	-37	100	100	100	99.9	99.8	99.7	99.7	99.7	99.6	99.4	98.7	93.5	59.6	17.8	8.3	6.5	5.3			Sand with Silt (SP-SM)	
CIH23VC-C-06	-32.7	-37	100	100	100	100	100	100	99.9	99.8	99.8	99.6	99.5	98.9	93.3	49.5	23.1	18.4	15.5			Silty Sand (SM)	
CIH23VC-C-06	-34	-34.6	100	100	100	100	100	100	100	99.8	99.6	99.3	98.7	97.7	95.5	88.5	74.4	68.3	61.3			Sandy Silt (ML)	
CIH23VC-C-06	-35	-35.6	100	100	100	100	100	100	100	99.9	99.9	99.9	99.8	99.6	96.9	43.6	11.7	7.3	5.1			Sand with Silt (SP-SM)	
Area D																							
CIH23VC-D-01A*	10	9.5	100	100	100	100	100	100	99.9	99.9	99.9	99.4	94.3	59.6	13.3	1.8	0.4	0.3	0.3			Poorly Graded Sand (SP)	
CIH23VC-D-01B*	6	5.5	100	100	100	100	100	100	100	99.6	96.8	87	72	41	10.4	1.7	0.7	0.6	0.4			Poorly Graded Sand (SP)	
CIH23VC-D-01C*	-1	-5	100	100	96.7	93.4	91	88.5	84.1	78.3	71.4	64.4	56.1	39.3	15	2.2	1.1	1	0.9			Poorly Graded Sand (SP)	
CIH23VC-D-02	-28.8	-37	100	100	100	100	100	100	99.9	99.9	99.7	99.3	97	86.6	53.3	21.4	12.9	10.9	8.9			Sand with Silt (SP-SM)	

Table 5-6. Channel Islands Harbor Sieve Analysis Grain Size Data and Atterberg Limits for Individual Cores for Each Composite Area

Location	Elevation (ft MLLW)		Gravel*			Coarse Sand			Medium Sand				Fine Sand					Silt/Clay		Atterberg Limits		Classification
			Sieve No./Sieve Size/% Passing																			
			3/4	1/2	3/8	4	7	10	14	18	25	35	45	60	80	120	170	200	230			
	Top	Bottom	25.4 mm	19 mm	9.5 mm	4.75 mm	2.8 mm	2.0 mm	1.4 mm	1.0 mm	0.71 mm	0.50 mm	0.355 mm	0.250 mm	0.18 mm	0.125 mm	0.09 mm	0.075 mm	0.063 mm	LL	PI	
Area E																						
CIH23VC-E-01	-19	-22	100	100	100	100	99.9	99.8	99.7	99.5	98.9	95.1	83	59.7	46.7	42.3	36.5	33.8	31.4			Silty Sand (SM)
CIH23VC-E-01	-19.1	-19.9	100	100	100	100	99.8	99.8	99.7	99.6	99.1	96.2	85.6	66.7	54.7	50.5	46	43.9	41.9	27	8	Clayey Sand (SC)
CIH23VC-E-01	-19.9	-21.3	100	100	100	100	99.9	99.8	99.7	99.5	98.8	95.1	85.7	63.7	50.5	46.3	39.2	36.1	33.4	37	11	Silty Sand (SM)
CIH23VC-E-01	-21.3	-22	100	100	100	100	99.9	99.8	99.7	99.5	98.8	95.1	82.1	59.1	44.4	39.1	32	28.5	25.6			Silty Sand (SM)
CIH23VC-E-02	-19.8	-22	100	100	100	100	100	100	99.9	99.9	99.8	99.6	99.4	98.8	98	95.2	85.1	80.8	76.5			Silt with Sand (ML)
CIH23VC-E-03	-19	-22	100	100	100	100	99.8	99.8	99.8	99.7	99.5	97.7	89.6	71.5	55.5	47.6	41.4	38.8	36.4			Silty Sand (SM)
CIH23VC-E-03	-19.1	-19.5	100	100	86.9	86.9	86.9	86.6	86.5	86.2	83.7	72	48.4	35.8	31.9	29.9	28.8	28.8	28			Silty Sand (SM)
CIH23VC-E-03	-19.5	-21.5	100	100	100	100	99.9	99.9	99.8	99.8	99.6	99.1	95.9	84.4	69.5	59.9	51.7	48.2	45.1			Silty Sand (SM)
CIH23VC-E-03	-21.5	-22.3	100	100	99.6	99.6	99.2	99.1	99.1	99	98.7	96.8	88.3	62.1	39.3	29.6	25.3	23.9	22.8			Silty Sand (SM)
CIH23VC-E-04	-19.7	-22	100	100	100	100	100	100	100	99.9	99.8	99.8	99.6	99.1	98.5	96.9	92.1	89.3	85.9	44	19	Clay (CL)
CIH23VC-E-05	-19.7	-22	100	100	100	99.9	99.3	99.3	99.3	99.2	99.1	98.9	98.7	98	97	95.2	90.3	87	83.3	42	17	Clay (CL)
CIH23VC-E-06	-19.8	-22	100	100	100	100	100	100	99.8	99.8	99.8	99.7	99.5	99	98	97	94.7	92.8	91.6	46	22	Clay (CL)
Area G																						
CIH23VC-G-01	-24.3	-27	100	100	100	100	99.9	99.9	99.9	99.8	99.8	99.7	98.8	94.3	69.3	19.7	3.8	2.1	1.8			Poorly Graded Sand (SP)
CIH23VC-G-02	-12.9	-27	100	100	100	99.9	99.6	99.4	98.8	98.1	96.6	93.8	88.7	78.7	53.9	15.8	3.5	1.9	1.5			Poorly Graded Sand (SP)
CIH23VC-G-03	-19.4	-27	100	100	100	100	100	99.7	99.7	99.6	99.5	99.1	98	92.1	61.4	15.5	2.3	1.3	1.1			Poorly Graded Sand (SP)
CIH23VC-G-04	-14.1	-27	100	100	100	99.2	99.2	98.6	97.7	96.5	95.3	93.9	91.2	81.2	47.8	10.3	1.1	0.4	0.3			Poorly Graded Sand (SP)
CIH23VC-G-05	-22.0	-27	100	100	100	99.9	99.7	99.5	98.8	98.2	97.7	97.3	96.7	93.4	78.4	24.7	4.1	1.3	0.5			Poorly Graded Sand (SP)

Table 5-7. Port Hueneme Sieve Analysis Grain Size Data and Atterberg Limits for Individual Cores for Each Composite Area

Location	Elevation (ft MLLW)		Gravel*			Coarse Sand			Medium Sand				Fine Sand					Silt/Clay		Atterberg Limits		Classification
			Sieve No./Sieve Size/% Passing																			
			3/4	1/2	3/8	4	7	10	14	18	25	35	45	60	80	120	170	200	230	LL	PI	
	25.4 mm	19 mm	9.5 mm	4.75 mm	2.8 mm	2.0 mm	1.4 mm	1.0 mm	0.71 mm	0.50 mm	0.355 mm	0.250 mm	0.18 mm	0.125 mm	0.09 mm	0.075 mm	0.063 mm					
Top	Bottom																					
Area A																						
PH23VC-A-01	-43.7	-46	100	100	100	100	99.9	99.8	99.7	99.7	99.3	99	98.5	97.5	95.7	88.4	69.5	61.8	53.8			Sandy Silt (ML)
PH23VC-A-03	-43.1	-46	100	100	100	100	99.9	99.8	99.7	99.7	99.5	99.2	98.1	94.6	84.2	44	16.3	11.4	8.2			Poorly Graded Sand with Silt (SP-SM)
PH23VC-A-04	-41.8	-46	100	100	100	99.9	99.8	99.7	99.7	99.5	99.2	98.2	95.7	88.7	69.9	45.1	24.8	19.2	15.3			Silty Sand (SM)
PH23VC-A-05 R1	-37.7	-46	100	100	100	100	100	100	100	100	99.8	98.9	94.5	77	35.4	9.3	2.5	1.5	1.5			Poorly Graded Sand (SP)
PH23VC-A-05 R2	-37.7	-46	100	100	100	100	100	100	100	99.9	99.8	98.8	94.5	75.5	33.7	8.8	2.7	1.9	1.6			Poorly Graded Sand (SP)
PH23VC-A-06	-41.6	-46	100	100	100	100	100	99.9	99.9	99.8	99.7	99.6	98.5	92.6	66.1	21	6.1	4	3.1			Poorly Graded Sand (SP)

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SECTION 35 20 26

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12 March 2021

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SECTION 35 20 26

NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM
PIPELINE HYDRAULIC DREDGE

12 March 2021

PART 1 GENERAL

1.1 DESCRIPTION

The work under this contract requires use of the US Army Corps of Engineers (USACE) National Dredging Quality Management Program (DQM) to monitor the dredge's status at all times during the Contract and manage data history.

This performance-based specification section identifies the minimum required output as well as the precision and instrumentation requirements. The requirements may be satisfied using equipment and technical procedures selected by the Contractor.

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 responsible for review of the submittal for the Government. The designations are as follows: "CD" indicates Construction Division, "PD" indicates Planning Division/Environmental Resources, and "ED" indicates Engineering Division. Submit in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-07, Certificates

Letter Of National Dredging Quality Management Program
Certification; G, ED

1.3 PAYMENT

No separate payment will be made for the installation, operation, and maintenance of the DQM-certified system as specified herein for the duration of the dredging operations; all costs in connection therewith are considered a subsidiary obligation of the Contractor and covered under the Contract unit price for dredging in the bidding schedule.

1.4 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION

Current certification is required from the DQM Program for the cutter/suction head hydraulic dredge instrumentation system to be used under this Contract. Standard Operating Procedures (SOP) and criteria for certification are presented on the DQM website at <https://dqm.usace.army.mil>.

Submit the Letter Of National Dredging Quality Management Program Certification at least 10 days prior to work commencing.

1.5 DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

Have a digital copy of the Dredge Plant Instrumentation Plan (DPIP) on file with the DQM Support Center. Maintain a copy of the DPIP on the dredge for easy access by Government personnel at all times. In the DPIP, accurately describe the sensors used, the configuration of the system, how sensor data will be collected, how quality control on the data will be performed, and how the sensors/data-reporting equipment will be calibrated and repaired if it fails. Include a description of the computed dredge-specific data and how the sensor data will be transmitted to the DQM database. Prior to the start of work, submit to the DQM Support Center any addendum or modifications made to the plan subsequent to its original submission.

Requirements and a template for the DPIP are available on the DQM website at <https://dqm.usace.army.mil>.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 REQUIREMENTS FOR REPORTED DATA

- a. Provide, operate, and maintain all hardware and software to meet these specifications. Replace, repair, and calibrate the sensors and other necessary data acquisition equipment needed to supply the required data.
- b. For any repairs, document the procedure, and complete the repair as soon as practical. If repair is not possible within two business days of any sensor failure, submit a plan and timeline to complete the repair. Upon completion of a repair, replacement, installation, modification, or calibration, notify the Contracting Officer. The Contracting Officer may request recalibration of the sensors or other hardware components at any time during the contract as deemed necessary.
- c. Keep a log of sensor repair, replacement, installation, modification, and calibration in the dredge's onboard copy of the DPIP. The log to contain a three-year history of sensor maintenance, including the time of the sensor failures (and subsequent repairs), the time and results of sensor calibrations, the time of sensor replacements, and the time that backup sensor systems were initiated to provide the required data, and the name of the person responsible for the sensor work.
- d. Sensors installed must be capable of collecting parameters within the specified accuracies and resolutions indicated in the following subparagraphs and transmit these parameters to the DQM database. Transmit all data in JavaScript Object Notation (JSON) message bundles. Each bundle can contain multiple message types. Transmit sensor data as work event messages, and data which relates to the operational state of the dredge or its sensors to be transmitted as state event messages. See paragraph: Parameter Transmission to the Web Service.

3.1.1 Message Bundle Data

Ensure every message bundle contains descriptive data that relates the message to a given dredge plant and date/time. The start of a message

bundle to be identified by the tag "DQM_data".

3.1.1.1 Messages

Messages contain operational data that populates the DQM database for a dredge plant. A message consists of an event type and its associated data (as defined in paragraph: Dredge Events), a date/time stamp indicating when the event occurred or started, and a comment providing clarification or metadata about the situation. There are multiple event types, but they all fall into one of two categories - work events and state events.

3.1.1.1.1 Message Time

In a work event message, message time is the date and time that the data is collected from the sensors; in a state event message, message time is the date and time that the state event begins. Report the message time to the nearest second and referenced to Coordinated Universal Time (UTC) time based on a 24-hour format (YYYY-MM-DD HH:MM:SS). In order to ensure accuracy and reliability, synchronize the time stamp to UTC format from an accurate, unchangeable source (for example, a GPS National Marine Electronics Association (NMEA) datastring). Identify the message time by the tag "msg_time".

3.1.1.1.2 Comment

Comments concerning the work event or state event messages being transmitted provide descriptive information that relates to the data. An example of a comment for work event data is information about a sensor issue; an example of a comment for state event data is a description of operations. Identify a comment by the introductory tag "comment", limit the comment to no more than 250 characters.

3.1.1.2 Dredge Events - Work Event

There are two types of dredge event messages - work event messages and state event messages. Work event messages contain data that are instantaneously collected or calculated from sensors and are logged as a series of events. Work events are triggered by a time interval change (as described in paragraph: Work Event Messages). Initiate all work event messages by the header tag "work_event".

3.1.1.2.1 Vertical Correction

The variation of the water level from the vertical datum for the river stage or tidal gage described in the state events to be obtained using appropriate equipment to give the water level with an accuracy of +/- 0.1 feet. Enter vertical correction values above project datum described in the dredging specification with a positive sign, and those below project datum with a negative sign. Utilize "vert_correction" tag for vertical correction.

3.1.1.2.2 Cutter/Suction Head Location and Movement

Monitor the X, Y, and Z components of the cutter/suction head location. Additional calculations made from the observed values determine the rates of movement to track the progress of the dredge.

3.1.1.2.2.1 Cutter/Suction Head Horizontal Position

Obtain the forward most point of the cutter/suction head using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). Report as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values reported as negative. Identify position values by the tags "ch_latitude" and "ch_longitude".

3.1.1.2.2.2 Cutter/Suction Invert Depth

Cutter/suction invert depth is the depth of the invert of the suction mouth relative to the surface of the water. Utilize instrumentation capable of reporting to an accuracy of +/- 0.5 foot and a resolution to the nearest 0.1 foot with no tidal adjustments. Minimum accuracies are conditional to relatively calm water. Utilize the tag "ch_depth" to identify the cutter/suction head depth.

3.1.1.2.2.3 Cutter/Suction Head Heading

The cutter/suction head heading is the angle of the centerline of the cutter/suction head and dredge ladder measured relative to true north. Provide all headings using industry-standard equipment, accurate to within 5 degrees, and reported to the nearest whole degree with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention. Utilize the tag "ch_heading" to identify the cutter/suction head heading.

3.1.1.2.3 Dredge Activity

Monitor dredge activity using a combination of the following parameters.

3.1.1.2.3.1 Slurry Velocity

Utilize a flow-metering device, calibrated according to the manufacturer's specifications, to record the slurry velocity to the nearest 0.01 feet per second (fps) with an accuracy of plus 0.5 fps. If the manufacturer does not specify a frequency of recalibration, conduct calibration prior to the commencement of work. The slurry velocity to be measured for the same pipeline inside diameter as that used for the slurry density measurement. Utilize the tag "slurry_velocity" for this value.

3.1.1.2.3.2 Slurry Density

Utilize a density-metering device, calibrated according to the manufacturer's specifications, to record the slurry density to the nearest 0.01 grams per cubic centimeter(g/cc). It is understood that the accuracy of this sensor can vary based on several factors, including the type of material, the magnitude of the cut, and the length of time since calibration. If the manufacturer does not specify a frequency of recalibration, conduct calibration prior to the commencement of work. Continuous monitoring of this sensor ensures that drift and other factors inherent in the dredging process can be accounted for in monitoring dredge activity. Utilize the tag "slurry_density" for this value.

3.1.1.2.3.3 Pump RPM

The pump rpm is the number of revolutions per minute measured for the slurry pump shaft. Measure the shaft revolution rate (rev/min) with the

highest level of accuracy that is standard on the vessel's operational displays, either at the bridge or in the engine room. Identify this value by the tag "rpm".

3.1.1.2.3.4 Pump Vacuum

Measure the vacuum pressure of the dredge pump(s) (inches of mercury) as near to the eye as practicable in the pump's suction pipe with the highest level of accuracy that is standard on the vessel's operational displays, either at the leverman's controls or in the engine room. Identify vacuum pressure by the tag "vacuum".

3.1.1.2.3.5 Pump Outlet Pressure

Measure the pump outlet pressure in the discharge line on the pump side of the flap valve in terms of pounds per square inch (psi) on a gauge. Identify pump outlet pressure by the tag "outlet_psi".

3.1.1.2.4 Outfall Information (Open Water/Spill Barge Disposal)

Monitor the X and Y position of the terminal end of the outfall pipe continuously, and report the position as part of the work event string.

3.1.1.2.4.1 Discharge Horizontal Position

Obtain the horizontal position of the outfall end of the discharge pipe using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). Report as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values being reported as negative. Identify position values by the tags "outfall_latitude" and "outfall_longitude".

3.1.1.3 Dredge Events - State Event

There are two types of dredge event messages - work event messages and state event messages. State event messages provide information about the current state of the dredge equipment or operations. They are created and sent only when a state changes. Since state events often cannot be collected in real time, state events are tagged with a date time stamp (referenced to Coordinated Universal Time, UTC) that indicates when the state change happened relative to the work event message tag. This data is considered to be "true" until another state event tag of the same type is received. Indicate each type of state event message by a specific header tag as enumerated in the following subparagraphs. State events can be transmitted along with work event message bundles directly using the indicated format, or they can be entered on the "State" tab in the DQM-provided software. However, they should be sent only if the state value changes.

3.1.1.3.1 Message Time

The state event time is the date and time that the event starts. Enter the leverman's time to the nearest second as local time and automatically converted to and reported in UTC based on a 24-hour format (YYYY-MM-DD HH:MM:SS). Identify message time by the tag "msg_time".

3.1.1.3.2 Contract Event

Report information concerning the contract under which dredging is being

performed at the start and completion of each contract using the header tag "contract_event".

3.1.1.3.2.1 Contract Number

Report the USACE-assigned contract number for the project using the tag "contract_number".

3.1.1.3.2.2 Contract Start and End

Report the start and end of a contract using the tag "event_type" with the appropriate value of "start" or "end".

3.1.1.3.3 Tide Station/River Stage Gage Event

Group together the properties associated with the vertical correction (see paragraph: Vertical Correction) for the tide station/river stage gage under the header tag "station_event". Submit this information at the start of the Contract and each time the dredge has moved enough to change the station being used.

3.1.1.3.3.1 Station Name

The station name is a concise name defining the tide station/river stage gage being referred to. Utilize the tag "station_name", and provide a descriptor of no more than 25 characters.

3.1.1.3.4 Length of Pipe Event

Report the leverman's estimate of the length of pipe downflow from the dredge pump, measured to the nearest whole foot, under the header tag "pipe_length_event". Submit this information at the start of the Contract and at the completion of each 24-hour period ending at midnight local time.

3.1.1.3.4.1 Floating Pipe

Report the total length of floating pipe with the tag "length_floating".

3.1.1.3.4.2 Submerged Pipe

Report the total length of submerged pipe with the tag "length_submerged".

3.1.1.3.4.3 Shore Pipe

Report the total length of shore pipe with the tag "length_land".

3.1.1.3.5 Booster Pump Event

Include information concerning the booster pumps being used under the header tag "booster_pump_event". Send a message to report any change in the status of the booster pumps being used.

3.1.1.3.5.1 Number of Booster Pumps

Upon the addition or removal of a booster pump, report the total number of booster pumps being used with the tag "booster_total".

3.1.1.3.6 Dredge Advance

Measure the dredge advance, the total forward progress of the dredge relative to the centerline of the cut, to the nearest whole foot and cumulatively calculated over a 24-hour period from midnight to midnight local time. Identify it by the tag "advance_daily". Report the msg_time associated with this tag as the first timestamp of the following 24-hour period (based on the local time) rather than as midnight of the day for which the value was calculated, reported in Greenwich Mean Time (GMT).

3.1.1.3.7 Outfall Information

Monitor the X and Y position of the terminal end of the outfall pipe at the start of the contract and thereafter according to the following table. Discharge Heading and Pipe Elevation may be omitted if the dredge is not discharging into an upland disposal site. For beach nourishment, report the horizontal X and Y position of the outfall at the start of the contract and at the completion of each 24-hour period ending at midnight local time.

Discharge Location	Horizontal Position	Discharge Pipe Elevation	Discharge Outfall Heading
Open Water	Continuous Work Event	N/A	N/A
Scow	Upon Change	N/A	N/A
Beach	Every 24 Hours	N/A	N/A
Upland	Upon Change	Upon Change	Upon Change

3.1.1.3.7.1 Discharge Location

Report information on where the slurry is being discharged with the tag "outfall_location". Acceptable values include "upland", "open water", "beach", and "scow".

3.1.1.3.7.2 Discharge Horizontal Position

Obtain the horizontal position of the outfall end of the discharge pipe using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). Report as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values reported as negative. Identify position values by the tags "outfall_latitude" and "outfall_longitude".

3.1.1.3.7.3 Discharge Outfall Heading

The discharge outfall heading is the angle relative to true north measured from the centerline of the pipe in the direction of discharge. Provide all headings using industry-standard equipment. Headings to be accurate to within 5 degrees and reported to the nearest whole degree with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention. Identify the discharge heading by the tag "outfall_heading".

3.1.1.3.7.4 Discharge Pipe Elevation

The discharge pipe elevation is the height of the outfall measured in feet

and tenths of a foot relative to the project datum. The required accuracy is contingent upon contract requirements. Utilize the tag "outfall_elevation" to identify this elevation.

3.1.1.3.8 Non-effective Work Event

Report delays and dredge downtime at the conclusion of the event. Submit the reason for the non-effective work time under the header tag "non_eff_event" within 24 hours of the event.

3.1.1.3.8.1 Non-effective Work Interval

Report the start and end times for the non-effective work event using the tags "msg_start_time" and "msg_end_time".

3.1.1.3.8.2 Dredge Function Code

Transmit the dredge operator indication of production delays, as listed on Form 4267, at the end of the non-effective interval. Identify dredge function event messages by the tag "function_code" and utilize one of the following standardized entries to indicate the operation:

AGV	Assisting Grounded Vessels
CCH	Change Cutterhead
CCSH	Clear Cutter Suction
CLPJ	Change Location Bar
COLL	Collision
CPPL	Clear Pump Pipeline
CPR	Change Impeller
DR	Dike Repair
FBD	Fire Boat Drills
HPL	Handling Pipe Line
HSL	Handling Swing Line
HSP	Handling Shore Pipe
LDNE	Loss Due to Natural Elements
LDPV	Loss Due to Passing Vessel
LNL	Transfer to New Location
MISC	Miscellaneous
MOB	Mobilization & Demobilization
MSC	Miscellaneous/Non-pay
OC	Out of Commission
OR	Operating Repairs
P	Preparation
PREP	Preparation & Making Up Tow
RPL	Repair Pipeline
SB	Sounding & Buoying
SBT	Stand-By Time as Directed
SH	Sundays-Holidays
TFS	Taking on Fuel & Supplies
TOW	Time on Tow
WAP	Waiting Attendant Plant

3.1.1.3.8.3 Additional Comments

Use the "comment" tag to provide additional explanation for the noted delays or downtimes. For example, when the code "LDPV" (Loss Due to Passing Vessel) is indicated, the name of the vessel and the number of tows to be listed with the "comment" tag.

3.2 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM REQUIREMENTS

Ensure the DQM system is capable of collecting and transmitting information to the DQM onboard computer. Record the applicable parameters from paragraph: "Requirements for Reported Data," as events locally and continuously transmitted to the DQM database anytime an Internet connection is available. Equip the dredge with a DQM computer system consisting of a computer, monitor, keyboard, mouse, data modem, Universal Power Supply (UPS), and network hub. The computer system to be a standalone system, exclusive to the DQM monitoring system, with USACE DQM software installed on it. If a hardware problem occurs, or if a part of the system is physically damaged, repair it within two business days of the determination of the condition, or submit a plan and timeline for repair if the repair will take more than two business days.

3.2.1 Computer Requirements

Provide a dedicated onboard computer for use by the Dredging Quality Management system. This computer to run the USACE DQM software and receive data from the Contractor's data-reporting interface. This computer must meet or exceed the following performance specifications:

CPU	Intel or AMD processor with a (non-overclocked) clock speed of at least 1.6 gigahertz (GHz)
Hard drive	250 gigabytes (GB); internal
RAM	4 gigabytes (GB)
Ethernet adapter	Internal network card with an RJ 45 connector
Ports	1 free serial port with standard 9-pin connectors; 1 free USB port
Other hardware	Keyboard, mouse, monitor

Install a fully licensed copy of Windows 7 Professional Operating System or later on the computer specified above. Also install any necessary manufacturer-provided drivers for the installed hardware.

Locate and orient this computer to allow data entry and data viewing as well as to provide access to data ports for connection of external hardware.

3.2.2 Software

The DQM computer's primary function is to transmit data to the DQM shoreside database. Do not install any other software which conflicts with this function. The DQM computer will also have the USACE-provided Dredging Quality Management Onboard Software (DQMOBS) installed on it by DQM personnel.

3.2.3 UPS

Supply an Uninterruptible Power Supply (UPS) for the computer and networking equipment. Computer to interface with the DQM computer to communicate UPS status, and to provide backup power at 1 kVA for a minimum of 10 minutes. Ensure that sufficient power outlets are available to run all specified equipment.

3.2.4 Internet Access

- a. Maintain an Internet connection capable of transmitting real-time data

to the DQM server as well as enough additional bandwidth to clear historically queued data when a connection is re-established. If connectivity is lost, queue and transmit unsent data upon restoration of connectivity. Delays in pushing real-time data to the DQM database should not exceed four hours. Exceptions to these requirements may be granted by the DQM Support Center on a case-by-case basis with consideration for contract-specific requirements, site-specific conditions, and extreme weather events.

b. Acquire and install all necessary hardware and software to make the Internet connection available for data transmission to the DQM web service. Configure the hardware and software to allow the DQM Support Center remote access to this computer. The telemetry system to be capable of meeting these minimum reporting requirements in all operating conditions.

c. In areas with poor cellular service and at the local District's discretion, it may be required to manually download the data on a daily basis using the protocol for retrieving and submitting backup files provided by the DQM Support Center. This method of data transmission should be used only if Internet connectivity is unavailable at the dredging site, and it should be considered a temporary measure.

3.2.5 Data Routing Requirements

a. Onboard sensors continually monitor dredge conditions, operations, and efficiency and route this information to the shipboard dredge-specific system (DSS) computer to assist in guiding dredge operations. Portions of this Contractor-collected information, as described in this specification, to be routed to the DQM computer on a real-time basis. Send standard sensor data to the DQM computer via an RS-232 serial interface with a baud rate of 9600 or 19200 bps. Configure the serial interface as 8 bits, no parity, and no flow control

b. Digitally log and transmit information regarding changes in the state of the dredge as close to the time of the occurrence as possible. These events can either be included in a separate message bundle going to the DQM onboard computer, or they can be entered on the "State" tab in the DQM Pipeline Software

3.3 DREDGE MONITORING DATA

3.3.1 General

Onboard sensors continuously collect dredging data in support of the dredge Contractor's operations. Portions of this Contractor-collected information, as described in this specification, and calculations based on them to be stored and transmitted to the DQM database on a near real-time basis. Additionally, information regarding the state of the dredge to be digitally logged and transmitted.

3.3.2 Data Measurement Frequency

The frequency of data transmission is dependent on the type of message being sent. Work Event messages contain data that are instantaneously collected or calculated from sensors and are logged as a series of events. State event messages are activated by a change in the dredge state.

3.3.2.1 Work Event Messages

- a. Log data as a series of events. Each event to consist of a dataset containing dredge information (as defined in paragraph: Requirements for Reported Data). Each set of measurements (for example, time and position) to be considered an event, with a 6-12 second interval between work events. This interval to remain consistent across event types for the dredge plant.
- b. Record a standard data string within one second of an event trigger with the time stamp and all parameters reflecting when the event happened.

3.3.2.2 State Event Messages

A set of descriptive information (event name, time, description, comment) to be considered a state event. Record these events within 24 hours of a change in state with the time stamp reflecting when the event happened.

3.3.3 Parameter Transmission to the Web Service

Format the data as JSON (JavaScript Object Notation, as defined at <http://www.json.org>) strings of arbitrary length. These JSON strings represent a hierarchical data structure consisting of a message bundle which may contain 0-3 automatic data messages and any number of manual data messages.

A tag/parameter is reported only when it contains a value. Do not include "Null" value strings in a message bundle.

```
*****  
Message bundle  
*****
```

```
{  
  "DQM_Data": {  
    "messages":  
    {  
      "work_event": {  
        "msg_time":      <24-hour UTC time YYYY-MM-DD HH:MM:SS>,  
        "vert_correction": <floating point 100th decimal place>,  
        "ch_latitude":    <decimal to 6 decimal places>,  
        "ch_longitude":   <decimal to 6 decimal places>,  
        "ch_depth":       <floating point 100th decimal place>,  
        "ch_heading":      <integer value 000-359>,  
        "slurry_velocity": <floating point 100th decimal place>,  
        "slurry_density":  <floating point 100th decimal place>,  
        "pump_rpm":        <integer>,  
        "vacuum":          <floating point 100th decimal place>,  
        "outlet_psi":      <floating point 100th decimal place>,  
        "comment":         <string>},  
      },  
    },  
    "contract_event": {  
      "msg_time":      <24-hour UTC time YYYY-MM-DD HH:MM:SS>,  
      "contract_number": <string>,  
      "event_type":     <string - "start" or "end">,  
      "comment":        <string>  
    }  
  },  
}
```

```

    {
      "station_event": {
        "msg_time":      <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
        "station_name":  <string>,
        "comment":       <string>
      }
    },
    {
      "pipe_length_event": {
        "msg_time":      <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
        "length_floating": <integer>,
        "length_submerged": <integer>,
        "length_land":    <integer>,
        "comment":       <string>
      }
    },
    {
      "booster_pump_event": {
        "msg_time":      <24-hour UTC time YYYY-MM-DDHH:MM:SS>,
        "booster_total": <integer>,
        "comment":       <string>
      }
    },
    {
      "advance_Event": {
        "msg_time":      <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
        "advance_daily": <integer>,
        "comment":       <string>
      }
    },
    {
      "outfall_position": {
        "msg_time":      <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
        "outfall_location": <string-"upland", "beach", "scow", "open
water">
        "outfall_latitude": <decimal to 6 decimal places>,
        "outfall_longitude": <decimal to 6 decimal places>,
        "outfall_heading": <integer value 000-359>,
        "outfall_elevation": <floating point 10th decimal place>,
        "comment":       <string>
      }
    },
    {
      "non_eff_event": {
        "msg_start_time": <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
        "msg_end_time":   <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
        "function_code":  <string - 1 to 4 characters>,
        "comment":       <string>
      }
    }
  }
}

```

3.3.4 Contractor Data Backup

Maintain an archive of all data sent to the DQM computer during the dredging Contract. The Contracting Officer may require, at no increase in the Contract price, for a copy of these data covering specified time

periods. Data to be provided in the same JSON format as would have been transmitted to the DQM computer. No line breaks between the parameters, and each record string must be on separate line. The naming convention for the files to be <dredgename>_<StartYYYYMMddhhmmss>_<EndYYYYMMddhhmmss>.txt. Submit data via a storage medium acceptable to the Contracting Officer.

At the end of the dredging Contract, call the National DQM Support Center prior to discarding the data. The DQM Support Center will verify that all data has been received and appropriately archived before giving the Contractor discard permission. Then record the following information in a separate section at the end of the dredge's onboard copy of the DPIP:

- Person who called the National DQM Support Center
- Date of the call
- DQM representative who gave permission to discard the data

3.4 PERFORMANCE REQUIREMENTS

Ensure the National Dredging Quality Management Program's data transmission is fully operational at the start of dredging operations. To meet Contract requirements for operability, ensure the system provides an accurate data string return, and is compliant with hardware requirements. Data string return is defined as the number of quality records within an event or state tag sent by the contractor's system to the DQM database. Quality data strings are considered to be those providing accurate values for all parameters reported when operating according to the specification. Repairs necessary to restore data return compliance to be made within two business days, or submit a plan and timeline for repair if the repair will take more than two business days. Failure to report quality data within the specified time window for dredge measurements as stated in the specifications (see paragraph: "Internet Access"; paragraph: Data Measurement Frequency; and paragraph: Parameter Transmission to the Web Service), will result in withholding of up to 10% of the Contract progress payment per CONDITION OF CONTRACT 52.232-5, PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS.

3.5 LIST OF ITEMS PROVIDED BY THE CONTRACTOR

- DPIP <https://dqm.usace.army.mil>
- DQM System Paragraph: National Dredging Quality Management Program System Requirements, including all subparagraphs
- Dredge Data Paragraph: Dredging Monitoring Data

-- End of Section --

**Hollywood Beach Western Snowy Plover Habitat Expansion
and Enhancement Plan**
Channel Islands/Port Hueneme Harbors Maintenance Dredging Project
Ventura County, California

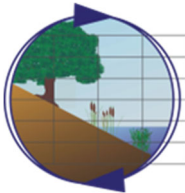


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1.0 INTRODUCTION AND BACKGROUND

1.1 PLAN PURPOSE

The purpose of this plan is to guide the implementation of dune habitat enhancement and expansion as well as habitat and species management and monitoring activities. This work is being undertaken for the purposes of offsetting impacts to western snowy plover and California least tern as well as environmentally sensitive habitat areas (ESHA) recognized under the California Coastal Act that occurs in association with recurrent implementation of federal maintenance dredging that is essential to maintaining harbor inlets and downcoast beaches.

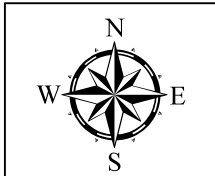
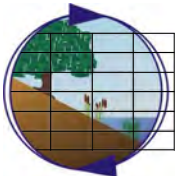
In implementing its mandate for navigational dredging, the Corps is subject to federal environmental regulation, including the National Environmental Policy Act, the Endangered Species Act of 1973, and the Coastal Zone Management Act of 1972 (CZMA), among others. The maintenance dredging has effects on two federally listed species, the endangered California least tern (CLT) and threatened western snowy plover (WSP), that make use of the widened beach and coastal foredune habitat that have developed within and adjacent to the sand trap due to the configuration of north entrance channel jetty and the detached breakwater that trap sand by design. The maintenance dredging also has adverse effects on designated critical habitat for WSP. As a result of these effects on listed species and critical habitat, the Corps consulted with the U.S. Fish & Wildlife Service (USFWS) under section 7 of the ESA. This resulted in the issuance of a Biological Opinion on the Channel Islands/Port Hueneme Harbors Maintenance Dredging Increased Quantity Project, Ventura County, California (08EVEN00-2022-0085983-S7) that incorporated obligatory terms and conditions that must be incorporated for the Corps to undertake its maintenance obligations to dredge in maintenance of navigation for safety and commerce. One such obligation is the development and implementation of a dune restoration plan. This document serves as that plan.

1.2 PROJECT AUTHORITY

The USACE is congressionally mandated to maintain safe navigable access to Channel Islands Harbor from the Pacific Ocean to protect commerce and marine safety afforded by USCG facilities stationed in the harbor. Maintenance dredging of Channel Islands and Port Hueneme Harbors is authorized by the River and Harbor Act approved March 2, 1945. A modification to the Act (P.L. 91-611, Sec 114) dated December 31, 1970, established that dredging and maintenance of Channel Islands and Port Hueneme Harbors would be the responsibility of the United States (U.S.) Federal government. This work is undertaken by the U.S. Army Corps of Engineers (USACE), Los Angeles District and is intended to provide for safe navigation within the two harbors, and to bypass sand from upcoast of Channel Islands Harbor to downcoast of Port Hueneme Harbor in order to sustain coastal beaches and shoreline protection.

1.3 PLAN REQUIREMENTS

The Biological Opinion for the Channel Islands/Port Hueneme Harbors Maintenance Dredging (08EVEN00-2022-0085983-S7) calls for the implementation of a dune restoration plan. The proposed dune restoration would occur on Hollywood Beach located north of and adjacent to the Channel Islands Harbor (Figure 1). Further, in support of CZMA policies and to obtain concurrence from the California Coastal Commission (CCC) that the action is consistent with the California Coastal Act of 1976 (CCA), the Corps has incorporated additional commitments to offset permanent adverse effects



**Hollywood Beach Western Snowy Plover
Habitat Enhancement Plan Regional Map**
Ventura Harbor Navigational Maintenance Dredging Program
Ventura County, California

Figure 1

to coastal strand and foredune habitat considered to be an Environmentally Sensitive Habitat Area (ESHA) that occurs as a result of the dredging and sand bypass activities. A conditional federal consistency determination concurrence was reached by the CCC on May 10, 2024 (CD-0001-24) for the Six Year Maintenance Dredging Program for Channel Islands Harbor and Port Hueneme. The condition of concurrence obliged specific modifications be incorporated into the final plan and established a timeline for the implementation of the plan by the end of 2025. This final plan has been modified from the draft to incorporate the details of the condition developed by the CCC and Corps.

The overall requirement as set forth for this dune restoration plan are as follows:

Proposed Dune Restoration

To offset potential impacts to western snowy plover designated critical habitat, the Corps proposes to restore 13.47 acres (1:1 impact restoration ratio) of foredune habitat adjacent to the action area as agreed to with the Service and a mitigation of permanent impacts to coastal strand and foredune ESHA at a ratio of at least 3:1 (mitigation to impact).

The restoration effort will include beach grass (Ammophila sp.) control to zero density, recontouring of sand dunes to approximate natural dune contours using heavy equipment, restoration of native beach species using plants or seeds, and removal of non-native plant species under an integrated pest management plan and installation of symbolic fencing and resource protection advisory and interpretive signage

The Corps will manage this area for a period of 5 years. Management activities will include maintenance of native dune vegetation, removal of non-native plant species, fencing and signage maintenance, predator exclosures for shorebird protection, and other measures intended to protect any nesting or foraging activities that may occur in this area without significantly impacting authorized recreational beach use.

The purposes of the restoration site are to provide comparable habitat function and value for the western snowy plover to offset the temporary and recurring loss of beach that would occur whenever the Corps excavates "sand trap D" and to restore, expand, and enhance the dune habitat to compensate for any permanent loss of dune habitat that occurs as a result of the dredging and bypass action.

At a minimum, weekly monitoring for California least tern and western snowy plover will occur during the nesting season over the proposed six-year action period, incorporating the habitat expansion and enhancement as well as the 5 years post - dune restoration completion to verify the restoration site is fulfilling the purpose as stated above. Annual metrics monitoring of the dune restoration will occur for 5 years post - dune restoration completion to verify the restoration site will remain functional habitat for the intended species. Pre- and post-dredging event monitoring of the coastal strand and dune will document the extent of program impact to dune habitat and a post-project quantification of impacts will be used to confirm that habitat acreage in the plan is adequate to meet at least a 3:1 offset of impact. If recurrent impacts occur within the same footprint, they will not be considered a new impact in subsequent cycles, and once mitigated it will be considered fully mitigated and not subject to future mitigation

2.0 DREDGING AND BEACH DYNAMICS

2.1 CORPS MAINTENANCE DREDGING AT CHANNEL ISLANDS HARBOR

The Channel Island Harbor inlet was designed and constructed to allow for recurrent maintenance dredging to remove littoral shoal sand from the inlet and bypass this sand down-coast of the two harbors. At Channel Islands Harbor, structural features consist of a 2,300-foot-long detached offshore breakwater, and two channel parallel entrance jetties that protect an entrance channel leading to the harbor interior. The entrance channel and basin are 3,400 feet long and varies in width from approximately 300 feet at the entrance to 600 feet within the harbor.

Channel Islands Harbor receives sediments from upcoast beaches and streams by the southerly littoral transport system. As sand migrates southward, the offshore breakwater creates a wave shadow that drops the sediment transport energy allowing sand to settle north of the channel against the northern jetty within what has been established as a maintenance sand trap. The sand trap minimizes shoaling in the entrance channel, preventing the formation of dangerous bars across the inlet. The accumulated sand in the sand trap and the channel are dredged out periodically and passed to the beach south of Port Hueneme Harbor. This passage of sand to downcoast areas is critical to maintaining littoral transport through the littoral cell, otherwise beach and dune environments in the downcoast portions of the littoral cell are deprived of sand. This leads to narrowing of the beaches and dune losses in down coast areas along with impacts to harbor navigational safety when inadequate levels of sand bypass occur. The effects of bypass of sand from the sand trap to down coast of Port Hueneme are best visualized by examples from period of low bypass from the sand trap (2014) and periods with higher rates of sand bypass (2023) (Figure 2).



Figure 2. Difference in beach width and dune condition on Ormond Beach during periods of low sand bypass (August 27, 2014) and higher sand bypass (May 7, 2023). Note changes in beach widths and dune locations (red).

The dredge areas are divided into dredge areas: Areas A, B, C, D, E, and G (Figures 3). The Congressionally authorized depth of the entrance channel (Area A) and entrance basin (Area E) are -20 feet Mean Low Water (MLLW). Areas B, C, & D are authorized to maintenance depths of -35 feet MLLW and Area G is authorized to a depth of -25 ft MLLW.



Figure 3. Federal Navigational Dredging Template and Potential Dune and Beach Effects Area

Maintenance dredging has been conducted routinely by the Corps since the 1960s at Channel Islands Harbor. During the most recent biennial dredge cycle in Fiscal Year 2023 2,405,000 cubic yards of sand was dredged from the Channel Islands Harbor dredge template. When dredging is conducted within the sand trap Area D and to a lesser extent Area C, the beach and dunes encroaching into the sand trap are removed. In addition, the effects of dredging within the sand trap extend beyond the trap to the adjacent beach and dune environment as the beach slopes layback to a stable configuration following dredging. This layback is typically limited in distance from the boundary of

the sand trap, however, based on conservative coastal engineering projection of potential impacts due to dredging sand trap Area D to full authorized depth. This may affect a considerable amount of dune and non-dune beach as illustrated in Figure 2. Such effects would result in the temporary loss of suitable habitat for nesting, shelter, and foraging by western snowy plover.

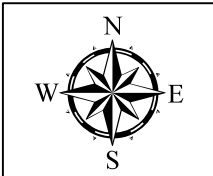
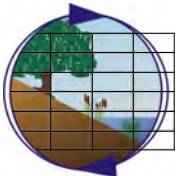
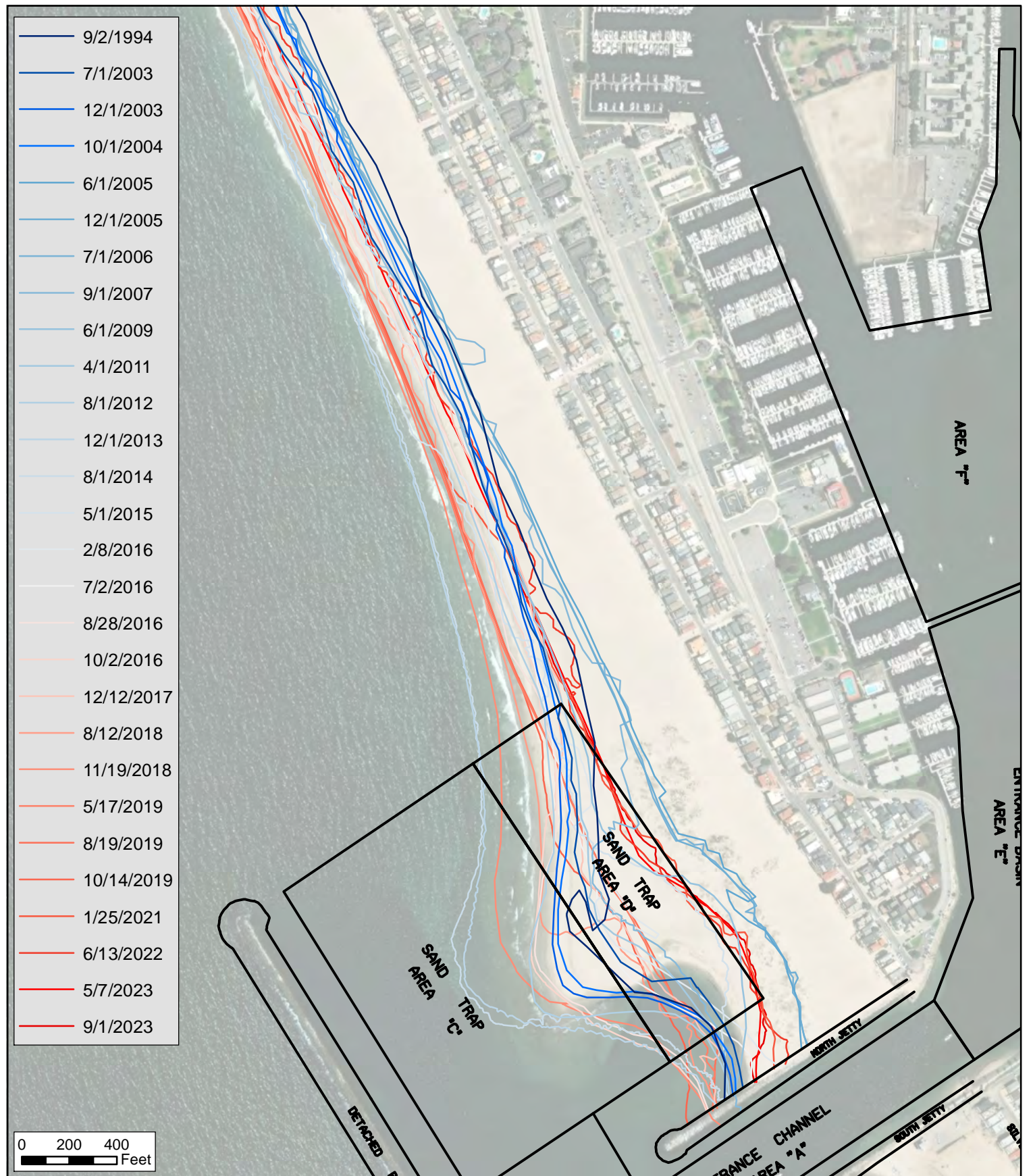
2.2 HOLLYWOOD BEACH DYNAMICS

Hollywood Beach extends southward approximately 7,000 feet from McGrath State Beach to the north jetty of Channel Islands Harbor. At a distance of 12,000 feet updrift of Hollywood Beach is the Santa Clara River, which contributes an uneven but substantial supply of sand to the littoral cell. The southerly 1,500 feet of the beach is situated within the lee of the detached breakwater.

According to the VC Resilient Coastal Adaptation Project Sea Level Rise Adaptation Strategies Report (County of Ventura Resource Management Agency - Planning Division 2019), Hollywood Beach is one of the few areas in the unincorporated County where accretion of sand occurs over time. Despite reductions in the amount of sediment carried into the littoral cell, due to the trapping of sand at the harbor entrance and the direction of the waves and onshore winds, this beach builds both horizontally (widens), and vertically (grows taller). The northern beach has been generally widening since at least 1994. This is based on widening of the dry beach as measured from the first line of residential development to the wetted beach margin (Figure 4). In 1994 the average dry beach width on the northern portions of Hollywood Beach was 272 feet, while this expanded to an extreme of 544 feet in 2016. In 2023, the northern beach areas averaged 410 feet in width.

A different condition is seen at the south end of Hollywood Beach where the channel inlet structural improvements and recurrent dredging play key roles in the development and dynamics of the beach. Within this area, the 1994 dry beach width averaged 770 feet, while the 2023 dry beach width averaged 524 feet and the maximum beach width was found in 2014 at 1,181 feet in width due to an extensive sand shoal that had developed well out into the sand trap and allowed considerable passage of sand into the channel inlet. The narrowest dry beach in this area occurred in 2005 at an average of 325 feet (Figure 4).

In the lee of the breakwater, sand piles up due to loss of wave energy and creates a large protruding shoal that extends outward from the beach into a sand trap designed into the channel configuration to capture littoral sand, reducing the influx of sand into the entrance channel of the harbor. The sand trap is regularly dredged to remove the accumulated sand as part of the navigational channel maintenance operations and the sand is passed to the south beyond the entrance to Port Hueneme to allow sand to continue to migrate down the shoreline. This creates a temporary deficit of sand behind the breakwater resulting in beach and dune erosion in proximity to the dredge footprint until beach slopes stabilize. Once this occurs, erosion ceases and littoral transport from the north reverts the southern beach behind the breakwater to a zone of accretion, building back beach width and height. Within a short period of months, the northernmost portion of the sand trap fills and begins to develop a protruding shoal of sand, that blocks sand infill along the southern edge of the sand trap adjacent to the north jetty. Over time sand extends beyond the protruding shoal to the north jetty. This process often results in a small shallow basin forming within the interior of the redeveloping beach that retains beach wrack within a pocket of the sand trap.



Hollywood Beach Dry Beach Margin
Ventura Harbor Navigational Maintenance Dredging Program
Ventura County, California

Figure 4



Beach/dune scarp development inside sand trap Area D following maintenance dredging. The flatter profile beach below is the result of erosion of a higher beach/dune elevation as the site stabilizes.

Beach rebuilding and dune development at the beach edge of the sand trap is a consistent and predictable process in response to sand transport and maintenance dredge cycles. However, the rate and extent of dune development is likely influenced by many factors that are less predictable. First, dunes generally begin to form against anchoring windbreaks. This often takes the form of woody debris derived most substantially from discharges from the Santa Clara River. The extent of debris discharge varies and thus the amount of dune generating windbreaks varies over time. The second highly variable factor influencing dune development in this area is the seedling establishment rate. This is influenced by the amount of seed produced, the seasonal rainfall conditions, and the extent of seed spread to the west of the existing dunes. A final unpredictable factor driving the rate of dune development is the extent of pedestrian and vehicle traffic within the beach area that disrupts early dune development.



Beach debris loading during winter 2022-2023 due to flood discharges from the Santa Clara River. The incorporation of this debris into the beach sand plays a role in ultimate dune development by creating hardened points in the sand that assist in forming small dune features.

At the upper portions of this newly developed sand spit, dunes begin to develop where there is beach debris or seedling plant establishment. The dunes on the upper margin of the active beach are generally sparse, low in elevation, and characterized by widely scattered plants. These foredunes are a precursor to further back dune development where the elevation of dunes increases as they are further stabilized by expanding vegetation cover that stabilizes the dunes.

It is notable that the present dividing line between what can be considered foredunes and backdune habitat has its origin in catastrophic dune losses of the seaward dunes during the 2005 El Nino Southern Oscillation (ENSO) event coupled with maintenance dredging. During this period, the shore was eroded back as much as 850 feet, laying the foundation for new beach and incipient foredune advance over the next several years.

The extent of beach and dune development at the southern end of Hollywood Beach has varied over time in response to the accumulation of sand based on variable rates of sand transport and the extent and frequency of maintenance dredging. Over the past three decades, the maximum extent of dune development has reached a high of 20.5 acres in 2014, with a low of approximately 8.5 acres in 1994. In recent years, the average extent of dunes has been between approximately 9 and 11 acres. The most variable dunes present on the beach are the foredunes that are intermittently lost to erosion from wave run-up that is facilitated by maintenance dredging within the sand trap, as well as

intermittent elevated sea level and wave energy associated with ENSO events. These dunes are therefore low in stature, sparsely vegetated, and intermixed with the more open beach environment. Where dunes are stable within the back of the dune complex, they are tall, ranging to over 10 feet in height and are stabilized by predominantly invasive species including European beach grass (*Ammophila arenaria*) and Hottentot fig (*Carpobrotus edulis*).

While the stable back dune habitat is not suited to supporting use by WSP, it does reduce vehicular and pedestrian traffic seaward of the dune complex. This barrier effect allows for the development of foredune habitat that, when coupled with the beach, provides suitable habitat for nesting, foraging, and roosting by WSPs. The intermittent maintenance dredging both results in a loss of dune habitat and a maintenance of the foredune complex in a state of early successional low stature and partially stabilized condition, preventing this area from developing towards the stable back dune conditions.

While the effects of dredging on the dune habitat is naturally ephemeral, the necessity to conduct dredging at a frequency suited to maintaining sediment transport through the littoral cell, navigational safety, and functional access to Channel Islands Harbor and Port Hueneme, results in a dynamic equilibrium of dune extent that is less than would otherwise occur absent dredging. However, the recurrent maintenance of the sand trap and bypassing of sand also sustains the character of dunes that do develop to the low fore dunes most suited to supporting use by plover.

Because dune development and loss occur as a continuous and recurrent process adjacent to the sand trap, the conditions differ from those associated with permanent losses such as for roadways, parking lots, or other development. Rather, the character of the active foredune is derived from the maintenance dredging, but it comes with a locally reduced overall dune footprint. If dredging were to cease, the dunes within the sand trap would become larger, but would also stabilize and grow in elevation, resulting in a reduction in function for species associated with the more active dune margin, such as snowy plover, since the offshore breakwater would eliminate natural shoreline erosion and accretion patterns that help sustain active foredunes in less developed environments. In addition, the depletion of sand from the downcoast littoral cell would result in beach and dune erosion at Port Hueneme Beach Park and Ormond Beach as was noted in 2013-2014 while the sand trap was accumulating sand without adequate bypass (Figure 2).

In planning to enhance and expand snowy plover habitat, it is important to keep the beach and dune dynamics in mind as they are critical to defining the expected consequences of restoration, both from a temporal development and climax condition, as well as the expected frequency of disturbance and necessity to pass sand downcoast to sustain offsite coastal resources.

3.0 JURISDICTION, OWNERSHIP, AND LAND USE

3.1 JURISDICTION AND STEWARDSHIP

The overall beach stewardship and land-use management on Hollywood beach is performed by Ventura County. The beach is managed Ventura County Harbor Department (Harbor Department) for public access and recreational use. The Harbor Department provides essential public services on the beach along with the Ventura County Sheriff's Department and Ventura County Fire Department.

Residents and non-profit organizations also play a role in beach management as these groups, along with Ventura County manage blow sand extending into the neighborhood and also manage stewardship of natural resources including outreach regarding beach regulations, and they perform vital functions of monitoring and reporting on the beach uses and resource status.

Homeowners on the beach are permitted to hire a private sand-moving tractor to push sand away from their properties throughout the year, even during the breeding season. Typically, the owners of the tractor company contact the monitor and discuss their routes before working on the beach. Vehicles access the beach, including trucks, golf carts and other all-terrain vehicles (ATVs). These vehicles often use the beach after dark and on weekends and can occur near the dunes and nest areas. Access is facilitated via several openings between houses from Ocean Street to the beach.

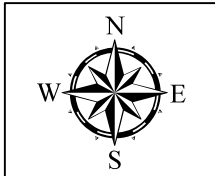
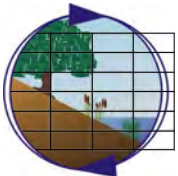
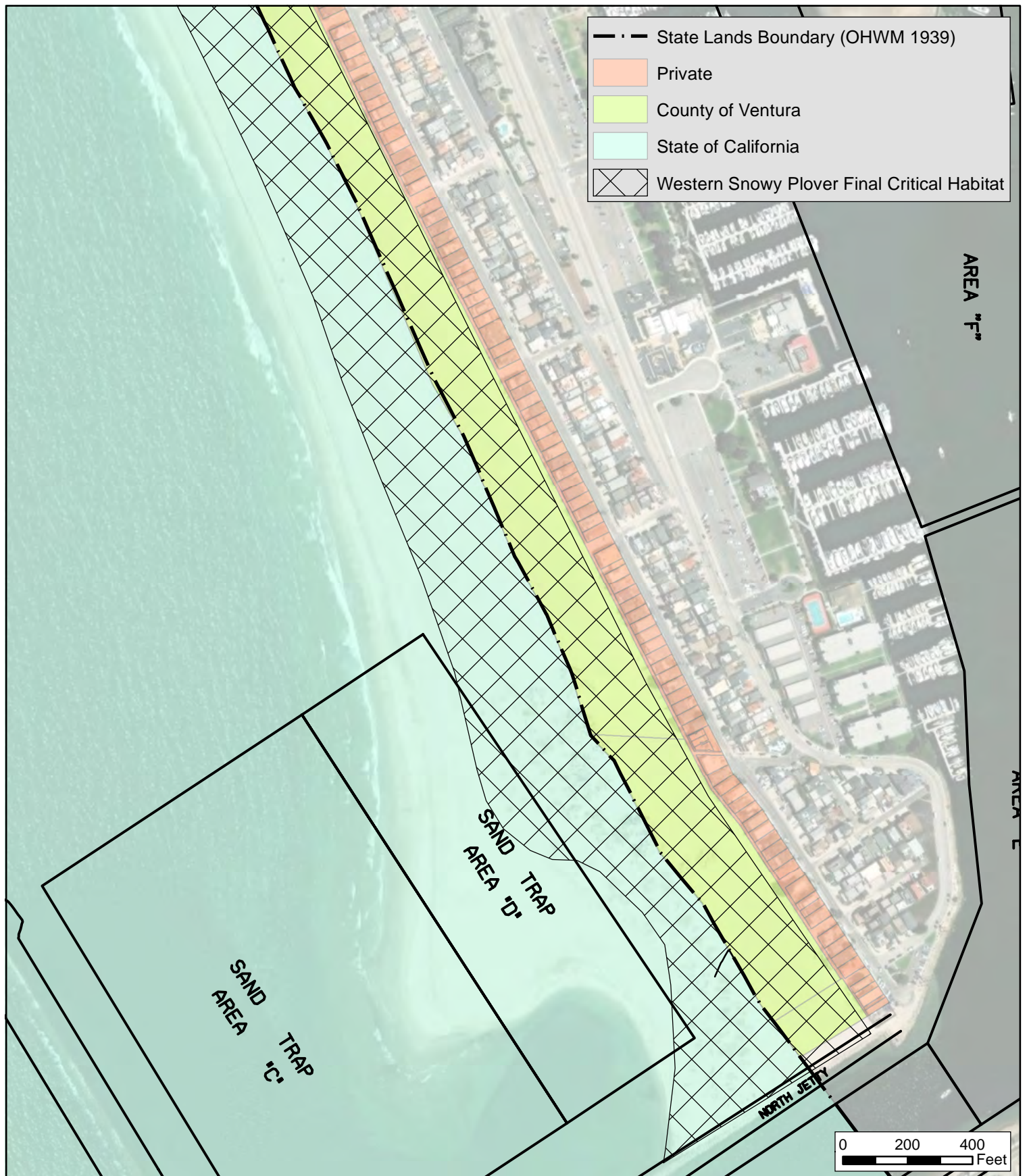
No formal management program for WSPs and CLTs is generally funded on Hollywood Beach, however, the Ventura Audubon Society (VAS) has initiated and implemented a Shorebird Recovery Program specifically for Hollywood Beach and Ormand Beach), where VAS's efforts aim to protect nesting habitat with fencing and signs, monitor wintering and breeding WSP, engage volunteers to help steward the beaches, and educate the public about the importance of these locations. In 2022 and 2023, the USACE, in association with its environmental commitments related to the dredging program have funded monitoring and management efforts.

3.2 PROPERTY OWNERSHIP

Hollywood Beach ownership is held by two parties (Figure 5). The State of California, through the California State Lands Commission (CSLC), owns the offshore area and beach landward to the 1939 ordinary high-water mark (OHWM). This boundary was verified through SSLC boundary team and an AutoCAD boundary file was provided by, Joe Porter, Senior Boundary Determination Officer. This boundary was compared with the County of Ventura spatial data for property boundaries, and it was determined that the plotted shoreward state lands boundary provide by CSLC is consistent with the plotted seaward boundary of the County of Ventura parcels provided by the County of Ventura.

3.3 HOLLYWOOD BEACH LAND USE

The County owned parcels at the upper portion of the beach is zoned Coastal Open Space and is a county park intended for day use. The CSLC lands are not zoned and managed for public use. The wide flat high back beach breaking to a defined wetted foreshore results in a generally disjunct use pattern by the public. Many active uses occur close to the development where there are established volleyball courts and the beach is close to parking, although parking in the immediate area is somewhat limited. Conversely, users of the beach that come for the water, tend to cross the broad back beach to the crest of the foreshore and sloping



Hollywood Beach Jurisdictional Boundaries
Ventura Harbor Navigational Maintenance Dredging Program
Ventura County, California

Figure 5

beach access to the wetted sand margin and surf. This results in more intensive use along the seaward and landward margins of the beach, with lesser use occurring through the central portion of the upper beach. As a result, uses of the central portion of the beach tend to be shore normal crossings of the beach (perpendicular to the shoreline) rather than broad use patterns. This is further refined within the southern portion of the beach, where crossings of the dunes follow defined routes between dune hummocks.

The county of Ventura Coastal Area Plan identifies Hollywood beach to include an existing hiking/walking trail component through county lands seaward of the first row of residential homes. This area does not include improved trails but rather is a continuous sand beach along the entire length of Hollywood Beach. Because of the presence of Channel Island harbor and no crossover bridges along the beach, the plan notes that this trail segment provides access to Channel Islands harbor and in the northerly direction could provide access through Mandalay Beach to McGrath State Beach.

The Coastal Area Plan notes that Hollywood Beach and Silver Strand have limited erosion concerns according to the Department of Navigation and Ocean Development and USACE (1979). The Plan notes that erosion at Hollywood Beach is significantly minimized by the jetty configuration at the entrance of Channel Islands Harbor and that erosion at Silver Strand is also minimal. The Coastal Area Plan notes that beach sections that become eroded are stabilized with sand replenishment by the Army Corps of Engineers as requested by the Ventura County Flood Control District as funds are available. The Coastal Area Plan establishes Beach Erosion Goal 1 “To protect public safety and property from beach erosion as provided for in existing ordinances, and within the constraints of natural coastal processes”. Among the policies to implement this goal is Policy 7 – “During their scheduled dredging of Channel Islands Harbor, the Army Corps of Engineers is encouraged to replenish beaches with severe erosional losses consistent with environmental restraints on the deposition of dredge spoils.”

3.4 FEDERAL INTERESTS

Federal Navigation Improvements

Congressionally mandated federal navigational improvements, including structures, original dredging, and recurrent maintenance occur within and adjacent to state lands along the ocean beach and nearshore waters. Similarly, but not relevant to the present action, federal channel improvement also occurs within County of Ventura properties inside Channel Islands Harbor. Under the Rivers & Harbors Act, the Army Corps is mandated to maintain these facilities and empowered to do so under the Commerce Clause in Article 1, Section 8 of the U.S. Constitution.

Western Snowy Plover Critical Habitat

Portions of Hollywood Beach have been designated critical habitat for the WSP within Unit CA 39 (USFWS 2012, 77 FR 36728). This designation overlaps both County of Ventura parcels and state lands and extends over portions of Area D within the federal channel sand trap (Figure 4). Critical habitat affects federal and federally authorized actions requiring consultation with the U.S. Fish and Wildlife Service for actions that may adversely modify critical habitat.

4.0 LEAST TERN AND SNOWY PLOVER UTILIZATION OF HOLLYWOOD BEACH

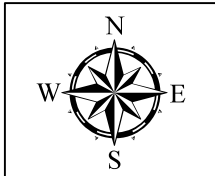
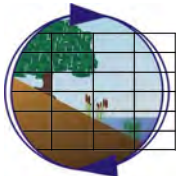
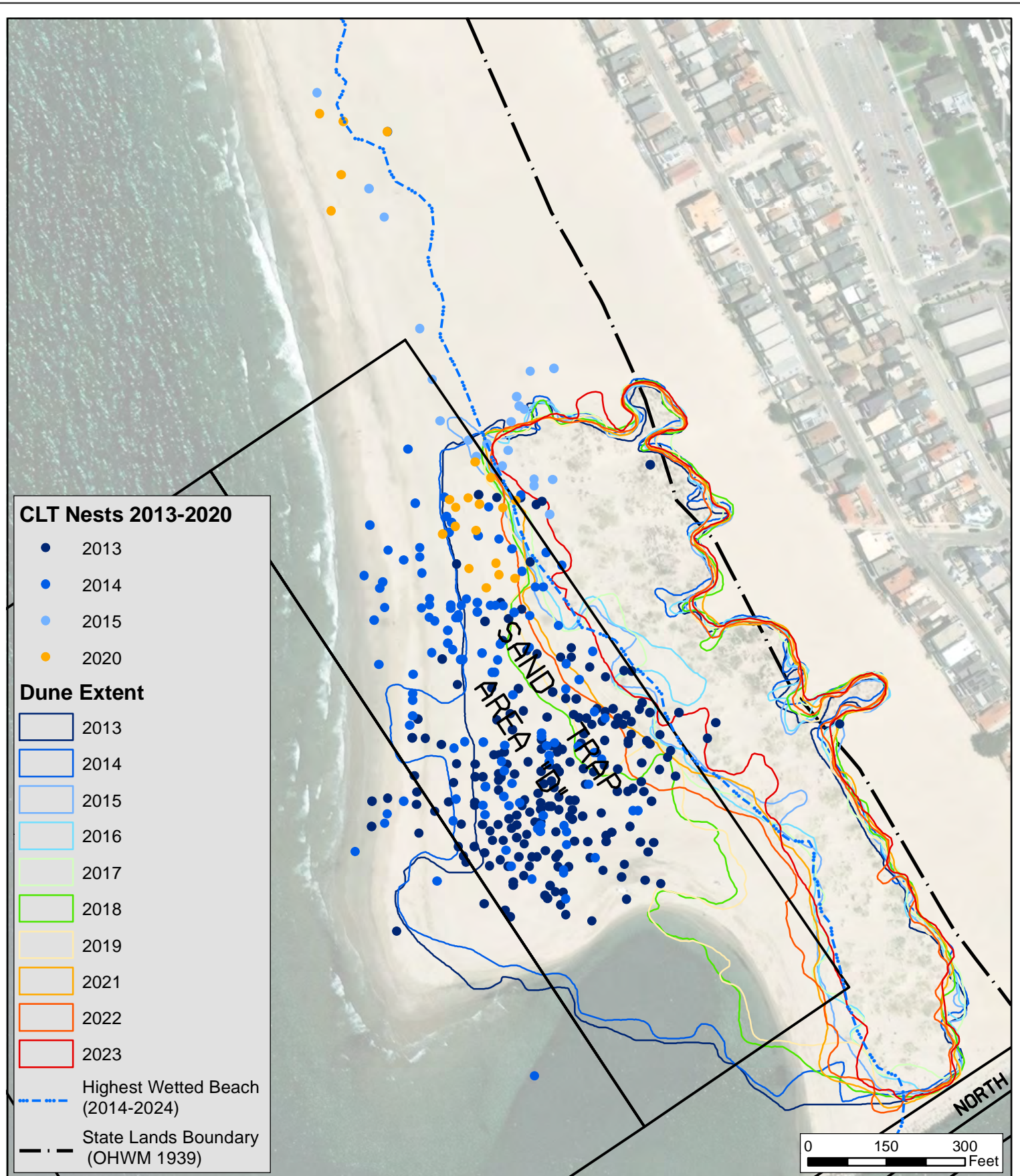
4.1. CALIFORNIA LEAST TERN

Least terns are only present at Hollywood Beach during the breeding season, nominally April-September. Lower than normal funding for maintenance dredging during the winters of 2013 and 2014 resulted in an unusually large accumulation of sand within the sand trap. This extended a terminal sand shoal well into the sand trap toward the detached breakwater and led to the development of a wide and sparsely vegetated foredune habitat. The widened beach and early dune development provided ideal habitat for CLTs and attracted the establishment of 209 nests in 2013, 2,000% higher than the average for the beach (Barringer 2014). During the fall-winter of 2014, dredging operations led to the loss of a significant portion of the low lying vegetated foredune habitat, which was followed by a precipitous decline in adult presence and nesting during the 2015 breeding season (Barringer 2015) (Figure 6). Similarly, both the 2020 and 2022 breeding seasons saw the establishment of CLT nests with 26 breeding adults each year, followed by subsequent breeding seasons declines (zero nests in 2021 and 2023) (Barringer 2021, 2023, & 2024). While small nesting groups have occurred in recent years, no fledging success has been documented since 2015.

No CLTs nested on Hollywood Beach during the 2023 breeding season. However, on May 15th, a pair of CLTs landed on the beach within the fenced area but no nests were found upon inspection. Other observations were limited to flyovers and foraging behaviors in nearshore waters. CLT breeding activities and hatch success have been recorded on Hollywood Beach since 1996, with as many as 26 nests in 2022.



Two California least terns inside temporary symbolic exclosure fence (May 26, 2023)



CLT Nests Relative to Sand Dune Extent 2013-2023
Ventura Harbor Navigational Maintenance Dredging Program
Ventura County, California

Figure 6

4.2. WESTERN SNOWY PLOVER

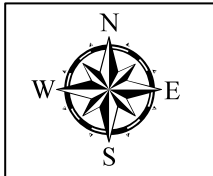
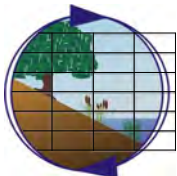
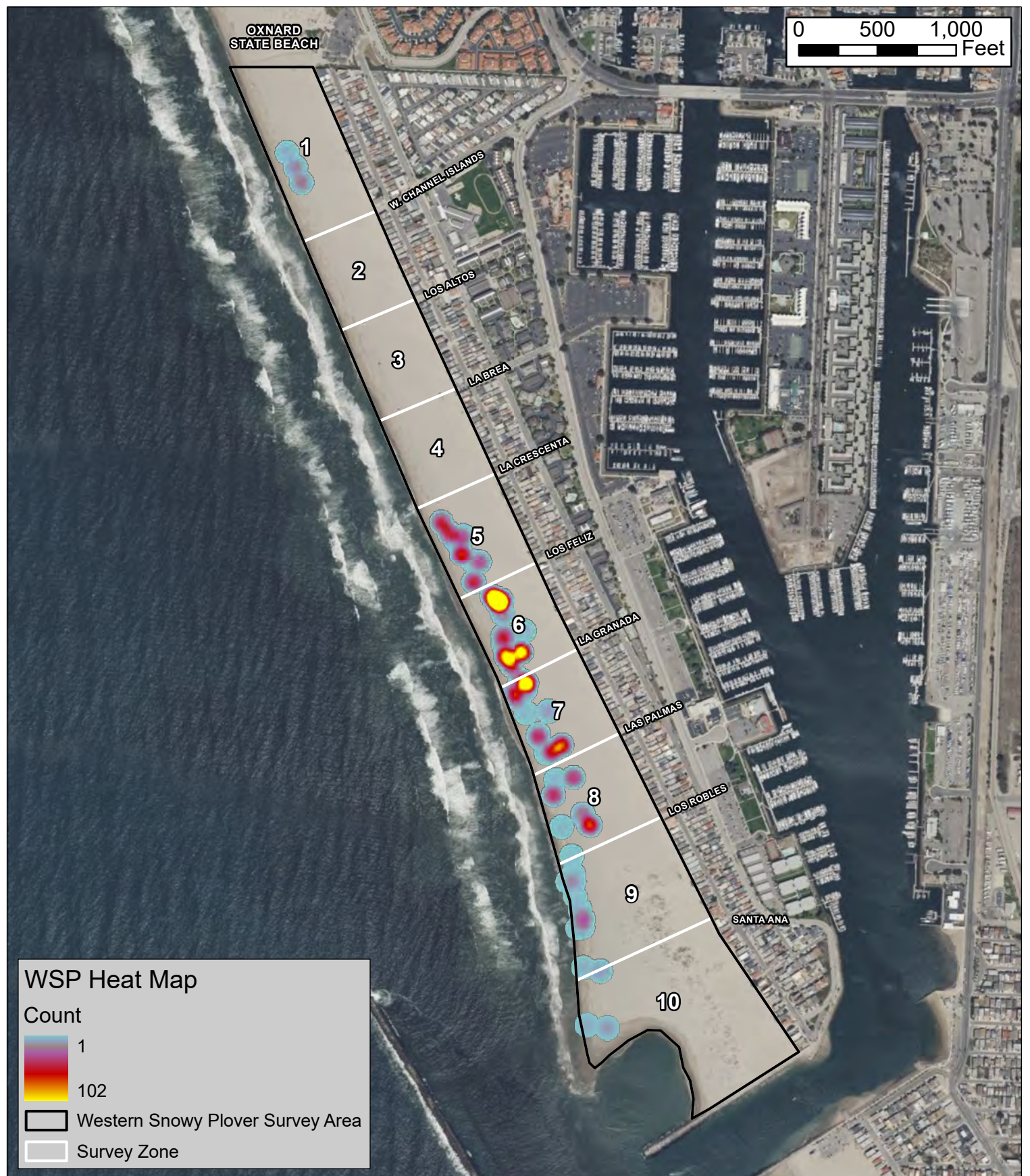
Non-breeding Season (Wintering)

Hollywood Beach has been extensively surveyed for wintering WSPs since at least 2012. The beach is a habitual wintering area for plovers. In 2023, a comprehensive monitoring program was undertaken under the environmental commitments of the dredging program and to support planning for implementation of a WSP habitat restoration and expansion plan. For this monitoring program, a total of 23 wintering snowy plover surveys were conducted from September 2022 through February 2023. The number of WSPs observed during this monitoring program was similar to recent years (Barringer 2023, and 2021). WSPs were observed during every survey conducted at Hollywood Beach, although the population displayed a declining trend following the initial surveys (Merkel & Associates 2024). On average, 62.9 plovers were counted per survey, with counts ranging from a high of 216 on January 11, 2023, to only one bird on January 24, 2023. Weekly counts were higher from September through November, with an average of 102.6 plovers per survey, compared to December through February when the average was 51.8 per survey. Weekly counts peaked in October with 103 plovers per survey, declining steadily thereafter to a low of 19.5 per survey. More than 50 plovers were recorded in 52. Less than five plovers were observed in two (8.7%) of the surveys. Wintering plovers were generally distributed north of the sand trap with the highest number of birds occurring between La Crescenta Street and Las Palmas Street (Figure 7). However, slight shifts in distribution occurred over the wintering season (Merkel & Associates 2024).

The plover population exhibited an initial surge during the first surveys in fall 2022, likely aided by the arrival of migrating birds. Subsequent surveys indicated a gradual decrease in numbers, which is a typical dispersal pattern. However, a notable deviation from this trend occurred during one week in January, when an abnormal aggregation of birds was sighted on the beach. This phenomenon may be attributed to a recent rainstorm that likely disrupted their beach roosting site(s), or seasonal low tide (-0.1 feet mean lower low water) that exposed nearby mudflats. Subsequent surveys showed a return to a more typical population size (Barringer 2023, and 2021).



Wintering plover outside of dredging construction safety fence at sand trap (October 25, 2022).



Western Snowy Plover Distribution Heat Map

Hollywood Beach Western Snowy Plover
 2022-2023 Winter and 2023 Breeding Season

Figure 7

Breeding Season

Nesting by snowy plovers has been monitored regularly at Hollywood Beach for at least 20 years. The monitoring shows a relatively consistent number of nests on the beach ranging from approximately 5-10 nests with nest counts falling outside of this range being anomalous (Figure 8). Nest hatching success in Figure 8 is based on the number of nest within which at least one egg hatched, rather than presenting the overall hatching success.

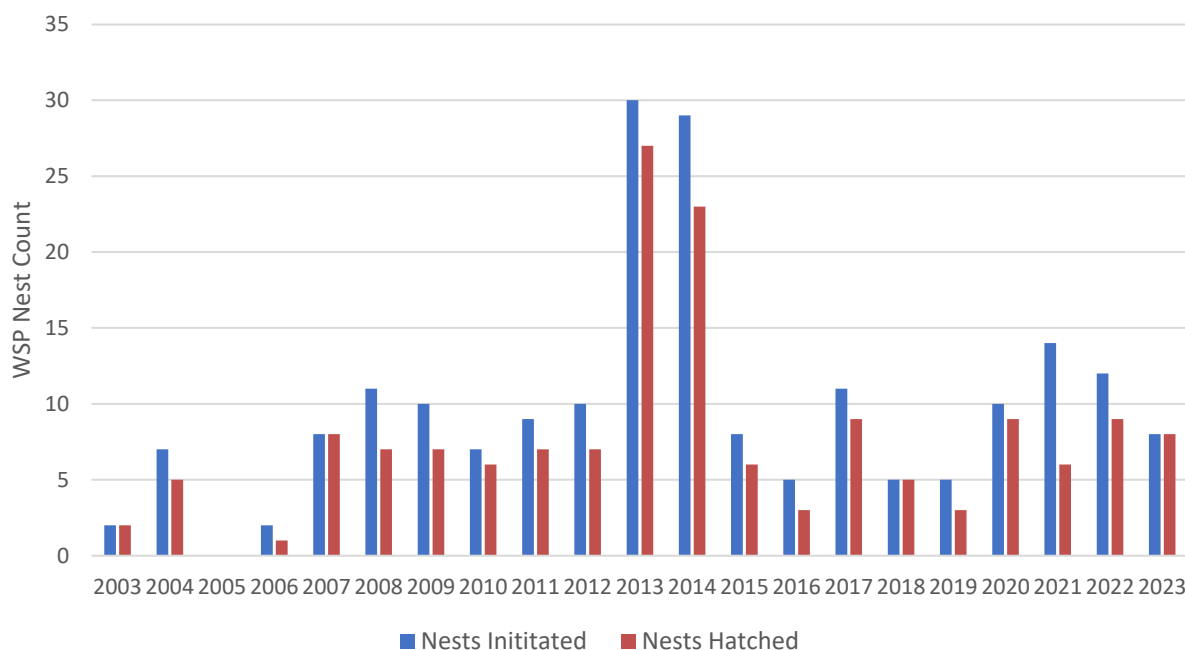
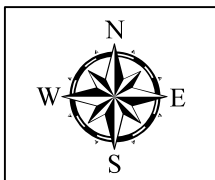
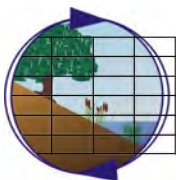
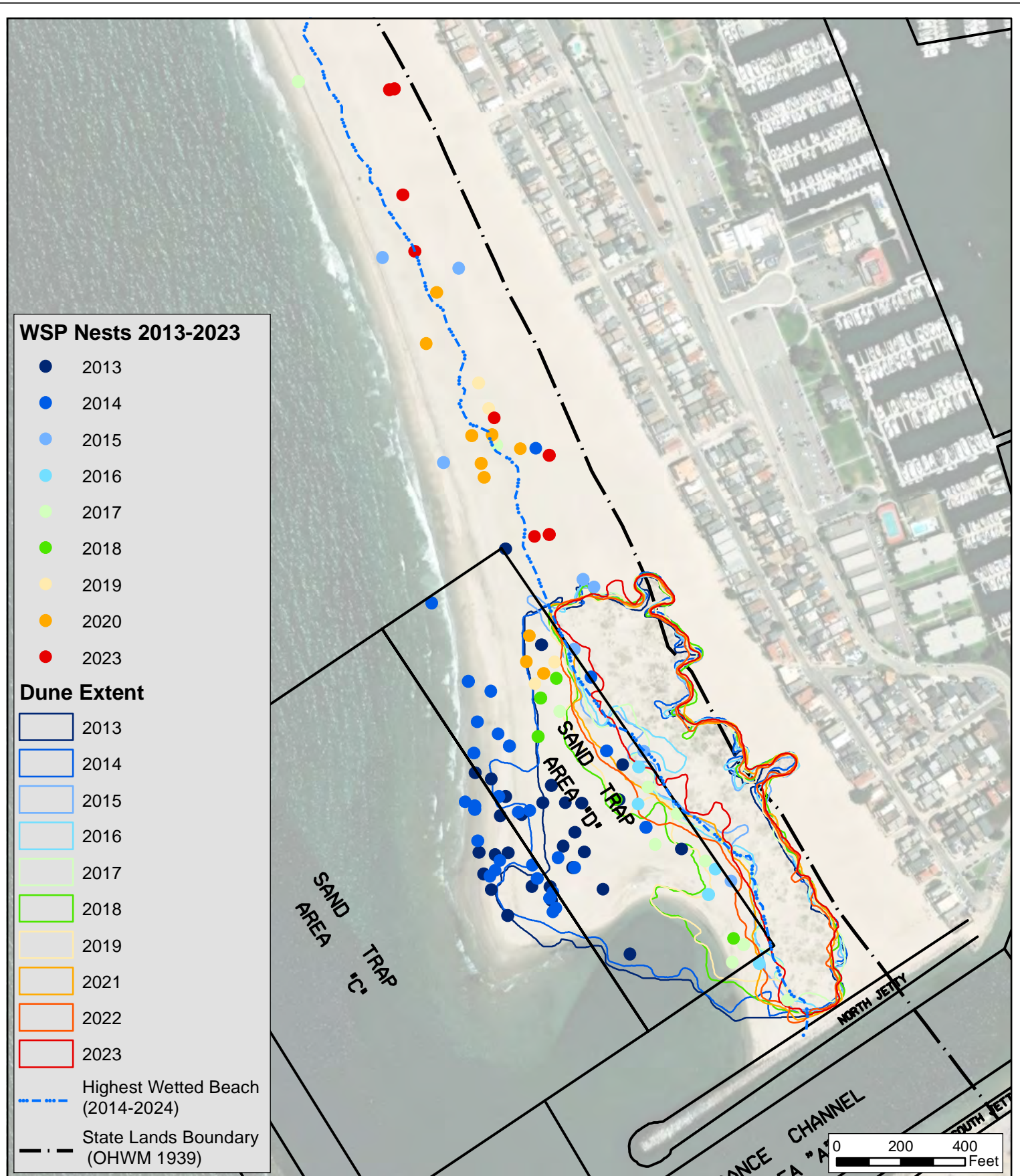


Figure 8. Western snowy plover nest count and nests yielding hatching success (2003-2023)

During the 2023 breeding season, eight plover nests were initiated. Six out of the total eight nests were placed on the open sand north of the existing dunes (Figure 3). The nesting site selections were characterized by a minimal amount of natural cover or nearby foraging resources. The other two nest sites occurred closer to dune habitat, but still north of the more developed dune complex. Of the eight nests initiated in 2023, all hatched, resulting in a total of 18 eggs (100% nest hatch rate, 90% egg hatch rate). This marks an improvement over last year's results, which showed a 75% nest hatch rate and a 71% egg hatch rate and surpasses the average nest hatch rate of 74% (calculated over 19 years of data collection—excluding the two outlier years).

The trend of nesting to the north of the dunes has persisted over the past few years, with the majority of nests now found at some distance from the dunes (Figure 9), unlike previous years when they were primarily located seaward of the dunes. The placement of nests is believed to be influenced by the availability and width of the open sand habitat (MacDonald 2010), which has decreased in front of the dunes following dredging cycles. Notwithstanding the nesting location, following hatching chicks are regularly guided to the south toward the beach rack and dune habitat where better foraging and sheltering habitat are available.



WSP Nests Relative to Sand Dune Extent 2013-2023
 Ventura Harbor Navigational Maintenance Dredging Program
 Ventura County, California

Figure 9



HB03 chick in debris wrack at south beach adjacent to sand trap (May 26, 2023)

In 2023, nest abandonment dropped from the previous 2022 year to only two eggs out of 20, which is more typical for Hollywood Beach. There was also only one documented human disturbance, involving the removal of a micro-exclosure (ME) from a nest within the fenced off symbolic fence area, however no plovers were nesting there at that time.

5.0 PLOVER HABITAT EXPANSION AND ENHANCEMENT PLAN

5.1. WESTERN SNOWY PLOVER CRITICAL HABITAT PRIMARY CONSTITUENT ELEMENTS

In designating critical habitat for the WSP, the USFWS identified primary constituent elements (PCEs) essential to the conservation of the Pacific Coast WSP as follows:

Sandy beaches, dune systems immediately inland of an active beach face, salt flats, mud flats, seasonally exposed gravel bars, artificial salt ponds and adjoining levees, and dredge spoil sites, with:

- (1) Areas that are below heavily vegetated areas or developed areas and above the daily high tides;*
- (2) Shoreline habitat areas for feeding, with no or very sparse vegetation, that are between the annual low tide or low-water flow and annual high tide or high-water flow, subject to inundation but not constantly under water, that support small invertebrates, such as crabs, worms, flies, beetles, spiders, sand hoppers, clams, and ostracods, that are essential food sources;*
- (3) Surf- or water-deposited organic debris, such as seaweed (including kelp and eelgrass) or driftwood located on open substrates that supports and attracts small invertebrates described in PCE 2 for food, and provides cover or shelter from predators and weather, and assists in avoidance of detection (crypsis) for nests, chicks, and incubating adults; and*
- (4) Minimal disturbance from the presence of humans, pets, vehicles, or human-attracted predators, which provide relatively undisturbed areas for individual and population growth and for normal behavior.*

(USFWS 2012, 77 FR 36728)

In addition, the final critical habitat designation (USFWS 2012, 77 FR 36728) also identifies criteria used to identify critical habitat for designation. These criteria along with the identified PCEs provide some guidance to habitat restoration and enhancement for snowy plovers, as does the present and historic use patterns of plovers on Hollywood Beach. Among the salient criteria for identification of critical habitat are:

- (1) Areas throughout the range of the Pacific Coast WSP located to allow the species to move and expand. The dynamic nature of beach, dune, and similar habitats necessitates that Pacific Coast WSPs move to adjust for changes in habitat availability, food sources, and pressures on survivorship or reproductive success (Colwell et al. 2009)*
- ...*
- (2) Breeding areas. Areas identified in the Recovery Plan (Service 2007) known to support breeding Pacific Coast WSP were selected. Selected sites include historical breeding areas and areas currently being used by breeding plovers...*

- (3) Wintering areas. Major wintering sites not already selected under criterion 2 above were added. A “major” wintering site is defined as one that supports more wintering birds than average for the geographical region based on current or historical numbers...*
- (4) Unique habitat. Additional sites were added that provide unique habitat, or that are situated to facilitate interchange between otherwise widely separated units...*
- (5) Areas to maintain connectivity of habitat. Some areas that may be seasonally lacking in certain elements of essential physical or biological features and that contain marginal habitat were included if they were contiguous with areas containing one or more of those elements and if they contribute to the hydrologic and geologic processes essential to the ecological function of the system...*
- (6) Restoration areas. We have selected some areas within occupied units that, once restored, would be able to support the Pacific Coast WSP. These areas generally are upland habitats adjacent to beach and other areas used by the species containing introduced vegetation, such as European beach grass (*Ammophila arenaria*), that currently limits use of the area by the species. These areas would provide habitat to off-set the anticipated loss and degradation of habitat due to sea-level rise expected from the effects of climate change or due to development. These areas previously contained and would still contain the features essential to the conservation of the species once removal of the beachgrass and restoration of the area has occurred.*

In focusing on providing value to plovers through habitat enhancement and expansion, it is important to consider the PCE’s and original identification criteria applied to critical habitat designation in the context of specific circumstances existing on Hollywood Beach. In doing so, it is possible to amplify the PCEs that are being poorly met, while protecting those that are being met well. In the case of Hollywood Beach, the presence of consistent wintering and breeding by WSPs supports a need to support both uses to the extent practicable.

5.2. HOLLYWOOD BEACH CONDITIONS AND WESTERN SNOWY PLOVER HABITAT SUITABILITY

Hollywood Beach supports several conditions that collectively favor and disfavor the utility of the habitat by WSPs, and as an ancillary condition nesting season use by CLTs.

The primary detractor to habitat suitability is the high degree of vehicles, pedestrian, and domestic animal traffic on the beach. While the broad dry beach provides good opportunity for recreational uses to occur, the use patterns are ill defined within areas lacking dune development or seasonal controls to access that are associated with erection of symbolic seasonal fencing to support WSP use. The VAS initiated Shorebird Recovery Program, providing outreach and education facilitates controlling domestic animals, and to a lesser extent vehicle traffic, yet the lack of partitioned defined beach uses limits the capacity to provide broad protection to plovers and terns against lawful exercise of public rights to utilize the beach.

The adverse effect of lacking broad partitioned land use controls over beach uses is somewhat mitigated by two factors. First, is the physical presence of the dune field at the southern end of the beach, that breaks up the beach and creates a physical barrier to intensive recreational use of the

seaward side of the dunes. This provides a protected zone wherein limited intensive recreation occurs, while public access and passive use is retained with limited conflicts to plover foraging and roosting activities along the shoreline. The second mitigating factor to high recreational disturbance, is that Hollywood Beach is a very broad beach averaging over 350 feet in width at the north end and over 500 feet in width at the south end of the beach. This means that there is a propensity for recreational uses to be aggregated either near the upper beach adjacent to the development, or along the shoreline. This results in lower traffic on the seaward portions of the high beach. While this does not provide direct protection to nesting plovers, considerable efforts of volunteers to place micro-exlosures (MEs) on discovered nests, along with a general reverence of the beach using public and County staff to not disturb the MEs and nests provides plovers with better chances of successful nesting absent these localized protection measures.

While dunes mediate the intensity of beach use, providing protection to wintering and breeding plovers, mature back dune environments do not serve directly as habitat for this species. Further, there is a generally low use of intermediately developed dunes supporting expanding vegetated cover and increasing dune height. Concurrently, there is good evidence of WSP use of small, low relief incipient foredunes that developed over short periods of time following beach disturbance. This can be seen in the development of incipient dune features in less than a year leading up to a period of low in channel entrance maintenance funding (2013-2014). The rapidly accreting beach and neonatal dunes with vegetated cover of well below 3% cover were immediately and heavily used by nesting WSPs.

Stabilized dunes of sizable vertical stature and high vegetated cover are not good habitat for WSPs at Hollywood Beach. Back dunes provide a barrier to widespread vehicle disturbance and curtail intensive foot-traffic, conversely, this barrier effect does not restrict beach access of a more passive nature, in that access through the dune complex by narrower foot trails continues to provide for surf zone access. Backdune habitats create both real and perceived threats to roosting and nesting plovers due to the presence of cover that can provide habitat for predators (e.g., rats and squirrels) and which can screen predators (e.g., domestic dogs, and feral cats). from early detection. The presence of tall dunes and high vegetation typically results in plovers avoiding these areas for activities such as nesting and roosting. During foraging activities plovers generally restrict activities to the lower elevation and less vegetated foredunes and wrack deposits on the more open beach. As a result, it should be considered that tall, heavily vegetated, back dunes do not provide intrinsic value to plovers that cannot be achieved by smaller foredunes and physical or symbolic barriers.

An additional detractor to plover habitat suitability is a mixed issue and relates to the federal navigation improvements and recurrent maintenance. The maintenance of navigation at Channel Islands Harbor results in recurrent temporary loss of dune habitat, followed by rebuilding of the beach and dunes between maintenance cycles. As noted previously, the degree of beach and dune recovery is not consistent, nor is the degree of loss when maintenance occurs. Immediately following dredging, the beach and foredunes are lost. However, the redevelopment of these dunes provides a more suitable dune environment than would occur absent the intermittent losses and redevelopment, as the dune habitat would ultimately advance towards stabilized dunes, unsuited to plover use. This is because the detached breakwater and north jetty create a protected beach environment that allow persistence of the beach and dunes at this location, even during the harshest storms that would damage more exposed beach environments. Conversely, the same physical

improvements that still and capture littoral drift sand north of the Channel Islands Harbor entrance also trap and retain drift wrack creating an enriched feeding area in the lee of the detached breakwater and north of the north jetty. The detached breakwater contributes kelp and macro algae, principally feather boa kelp, to the beach wrack that is primarily derived from discharges from the Santa Clara River. This wrack is trapped in the sands accreting in the sand trap and on the beach above the sand trap. This leads to the persistence of wrack deposits at this location that are otherwise absent along the beach further north, later in the nesting season. The wrack results in variable blown sand sculpting and the beginning of dune initiates rapidly following deposition. The integrated wrack also provides for increased seed trapping, nutrient and carbon enrichment in the sand, and retained moisture. These factors stimulate dune plant establishment and rapid development of natal dunes on building beach within the sand trap.

5.3. TARGETED HABITAT ENHANCEMENTS AND EXPANSIONS

The Western Snowy Plover Habitat Expansion and Enhancement Plan seeks to achieve the following objectives that target retaining present beach value to plovers and terns, enhancing and restoring values that are degraded, and expanding these values within the beach in areas that are not otherwise adversely affected by necessary navigational safety and commerce mandated maintenance.

- 1) Remove invasive species that support stabilized back dune development and foster potential predator presence. This includes European beach grass (*Ammophila arenaria*) and hottentot fig (*Carpobrotus edulis*). *Ammophila* spp. shall be eradicated from the Hollywood Beach dune complex within a 5-year period, and hottentot fig and other noxious invasive species shall be reduced, with a goal of complete eradication of beach grass under an integrated pest management plan.
- 2) Reduce the maximum height of back dunes that are heavily infested by invasive beach grass and iceplant by reducing the dune slopes to 3:1 or shallower slopes more typical of southern California coastal foredunes stabilized by a native dune flora. This will require lowering several of the tallest dunes located in the northeast quadrant of the dune complex that are presently stabilized by *Ammophila* and iceplant. These dunes were not lost during the 2005 ENSO period. Surplus sand generated by recontouring these back dunes will be used to develop new back dunes within the expansion areas.
- 3) Expand protected beach/dune habitat areas to the north and adjacent to the existing dune complex through the use of permanent symbolic fencing and signage, and through natal dune fostering, including dune formation, and dune plant establishment. The objective is to achieve the enhancement and restoration of at least 13.47 acres of habitat suited to support use by WSP for wintering and nesting functions, and at least a 3:1 replacement of any permanent adverse impacts to coastal strand and southern foredune habitat resulting from dredging activities. Permanent impacts will be determined as the net unique area lost over the dredging program and will not be cumulative for losses that occur within the same area over repeated dredge cycles.
- 4) Concurrent with initial physical improvements to the habitat, this plan provides for on-going establishment maintenance for a period of 5-years to ensure success in the habitat objectives.

Habitat establishment management activities include installation and maintenance of native dune vegetation, removal of non-native plant species, symbolic fencing and signage maintenance, and other measures intended to protect any nesting or foraging activities that may occur in this area without significantly impacting authorized recreational beach use.

- 5) Accompanying the habitat improvements, the plan also incorporates active species management for least terns and snowy plovers. This includes completion of nesting season monitoring at a minimum frequency of, weekly during the nesting season, documentation of nesting status and success rates, and nest site protection using micro-enclosures for a period of 5-years post-dune restoration, to verify the restoration site is fulfilling the purpose intended.
- 6) Annual metrics monitoring of the dune restoration will occur for 5 years post-dune restoration to verify the restoration site will remain functional habitat for the intended species (WSP and CLT).

The purpose of the restoration site is to provide comparable habitat function and value for the WSP to offset the temporary and recurring loss of beach that would occur whenever the Corps excavates the sand trap (Area 5).

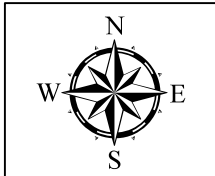
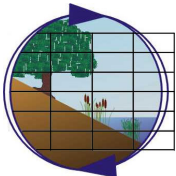
6.0 PLAN IMPLEMENTATION ELEMENTS

6.1. PLOVER HABITAT EXPANSION AND ENHANCEMENT PLAN

The proposed plover habitat expansion and enhancement plan is intended to retain the natural resource values that develop at the south beach, compatible with existing beach recreational uses on Hollywood Beach and be consistent with advanced planning concepts for sea level rise adaptation. This would be achieved by focusing beach and dune expansion and enhancement within the central portions of the beach that receive the least amount of existing recreational use and which do not deprive the public of either the intensive recreational areas found on the back beach, or the shoreward facing recreational uses of the forebeach and seaward high beach. To ensure that the expansion does not block access, regular trailways would be provided in alignment with existing access routes from the public streets to the beach (Figure 10).

Foredunes of a low and open stature can be developed on the leading side of barrier dunes. These habitats develop where trampling does not occur and nuclei such as woody debris or plants can start to influence blow sand deposition. This habitat provides good sheltering and roosting habitat by plovers but is generally not used for nesting. As a result, the complex should also include beach areas, protected from traffic that can support nesting. Persistent protection of the beach areas at Hollywood Beach would be expected to result in a conversion of this habitat to dunes, and ultimately a reduction in nesting habitat on the beach.

At the southernmost end of the beach, the plan would principally be an enhancement plan, providing for invasive species removal, lowering and flattening the side slopes of the built-up back dunes that have achieved significant height due to sand trapping by invasive species, and monumenting access



Dune Restoration and Expansion Plan
Ventura Harbor Navigational Maintenance Dredging Program
Ventura County, California

Figure 10

through the dunes with symbolic fencing. At the northern portion of the project the work is a habitat expansion project wherein symbolic fencing would be placed to curtail disturbance of the beach and plover roosting and nesting, woody debris would be retained and augmented for cover, forage resource enhancement, and dune development, and low dune habitat would be established along the landward portion of the expansion area.

The total area involved in the enhancement and expansion is 19.42 acres. This exceeds the commitment to restore 13.47 acres foredune habitat adjacent to the action area from the BO and would allow for offset of permanent adverse effects associated with dredging at a 3:1 ratios for up to 6.47 acres of dune habitat. The potential for permanent dune habitat impact is based on the degree of sand infill and dune development between dredge cycles, as such the net cumulative permanent adverse effects to dunes would be tracked through surveys before and after dredge cycles. Should impact levels approach the maximum level that may be accommodated by the expansion and enhancement of dunes, consideration should be given to augmenting the dune expansion area. However, the greater size is essential to address the fact that portions of the dune enhancement area are located within the potential layback impact area of sand trap Area D and may be subject to intermittent disturbances from dredging maintenance in the future. While recurrent disturbance of dunes may occur from dredging, the plan objective is to ensure that a minimum of 13.47 acres of restored and enhanced habitat is always available for use by plovers. Further, it is not possible to completely avoid enhancement activities within dunes that may be subject to future disturbance by dredging. The following sections discuss elements to be undertaken within the expansion and enhancement plan area. These include funding, invasive species eradication/control, dune expansion and symbolic fencing and signage. In addition, ongoing management and monitoring is provided as discussed in subsequent sections.

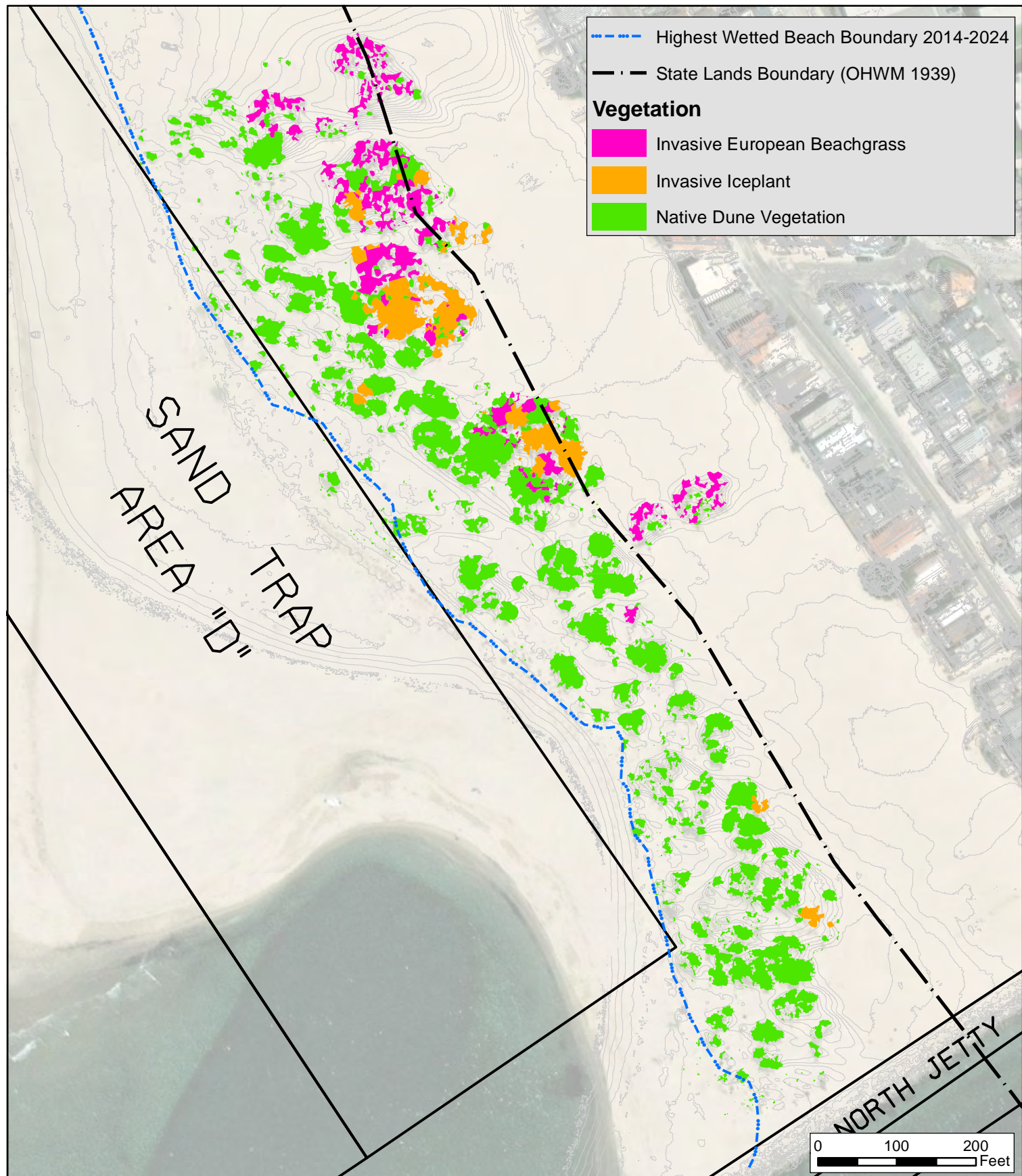
6.2. FUNDING COMMITMENTS

The proposed Hollywood Beach Western Snowy Plover Habitat Expansion and Enhancement Plan is expected to include a capital expenditure followed by 5-year establishment maintenance and monitoring elements during which ongoing habitat establishment and WSP and CLT stewardship management and monitoring will occur. This period also provides for adaptive management actions and assessment of metric achievement. The funding for plan implementation has been secured in the FY2025 budget such that implementation is expected to occur commencing fall 2024.

6.3. INTEGRATED PEST MANAGEMENT PLAN FOR INVASIVE PLANT SPECIES ERADICATION/CONTROL

Integrated Pest Management (IPM) is any pest control approach that establishes a sustainable approach to managing pests by combining biological, cultural, physical and chemical tools in a way that minimizes economic, health and environmental risks.

Invasive species within the dunes are dominated by European beach grass (*Ammophila arenaria*) and hottentot fig (*Carpobrotus edulis*) and occupy approximately 0.7 acre of the dunes (Figure 11). Additional invasive species include crystalline ice plant (*Mesembryanthemum crystallinum*), wild radish (*Raphanus raphanistrum* subsp. *sativus*), and sea rocket (*Cakile maritima*) among others. Invasive plant species comprise approximately 29 percent of the vegetation present on the dunes, with native species occupying approximately 1.7 acres of the dune environment. Collectively, the



Invasive/Native Species Distribution - September 2023
 Ventura Harbor Navigational Maintenance Dredging Program
 Ventura County, California

Figure 11

dunes are approximately 24.5 percent vegetated. Overall, this reflects a relatively high proportion of vegetation and is considered to principally be stabilized dunes. More suitable vegetation for optimal snowy plover habitat would be expected to be much lower with a cover of approximately 15 percent cover as is more typical of early foredune development as is seen within the shoreward dune margin where seasonal and dredge cycle losses and rebuilding of beach and natal dunes occurs.

The goals of this IPM are to reduce invasive plant species presence in the dunes in such a manner as to reactivate back dune environments, reduce vegetation density overall within the dunes in a manner that primarily targets reduction of non-native species, and limits future pest plant management needs to sustain the dune environment. This plan focuses on management of invasive plant species, rather than specifically targeting pest animals such as rats, squirrels, and feral cats. While these mammalian pest organisms are often present in coastal dune complexes, it is expected that they would be reduced in density concurrent with the reduction of iceplant and other dense non-native vegetation that provides food, cover, and sediment binding that allows stable burrow construction.

European beach grass is targeted for eradication (100% removal) while the other invasive plant species are programed for significant reduction in cover, but not eradication. Specifically, this plan has a goal of 90+% reduction of hottentot fig and 70% reduction of other non-native plant species, in aggregate. The goals are based on a reduction in the percent of invasives as quantified by total ground cover. Invasive species to be controlled or eradicated are identified below. The intent for removal is to utilize a combination of physical and chemical control agents in the removals. This is also coupled with repeated treatments over the duration of the program period. This temporal treatment component to the plan is considered critical to reduce viable seed stock within the Plan area and to remove small plants that may be overlooked with single or limited treatment cycles. Treatment of invasive species is planned to occur during the spring prior to the nesting season for plovers as well as fall periods late in or after the nesting season.

For back dune habitat, where the steep dune environments have been developed by trapping of sand by beach grass and ice plant, the dune slopes are to be flattened and elevations lowered concurrent with invasive species removal. This will be followed up by repeated chemical herbicide control that will be used in an initial application period in the fall with follow up treatments occurring in early spring prior to the nesting season, and again in fall of each maintenance year as required. The specific prescription for control varies and will follow the methods recommended in Invasive Plants of California's Wildlands (Bossard et al. 2000).

European Beachgrass (*Ammophila arenaria*)

- Problems
 - Many native plant species are excluded by the dense cover formed by European beachgrass, leading to loss of plant species diversity in affected areas. Similarly, dunes covered by European beachgrass experience a reduction in arthropod diversity.
 - Reduction of open sand areas on dunes covered by European beachgrass also severely reduces availability of nesting habitat for the snowy plover.
 - Introduction of European beachgrass alters dune topology, creating steep stabilized dunes and promoting the formation of dunes parallel to the coast. Natural dune formation tends to be perpendicular to the coast and of lower elevation.

- Reproduction and Spread
 - Reproduction is primarily vegetative through rhizome growth. Rhizomes may be either vertical or horizontal. New shoots occur most commonly along vertical rhizomes, while lateral growth is attributed to horizontal rhizomes. European beachgrass is rarely established by seed. The most vigorous shoot growth occurs during the spring and slows, but does not stop, in the winter.
 - European beachgrass is perennial. Its most aggressive growth occurs under conditions of continuous sand accretion, forming stands that exclude other species.
 - European beachgrass has been shown to have high tolerance for sand burial which stimulates vertical rhizome growth as well as leaf and internode elongation.
- Control Methods
 - Physical
 - European beachgrass is manually controlled with intensive repeated digging. One case of successful manual control required weekly to monthly digging between early spring and fall. Sifting sand with rakes for rhizome fragment removal from 19.5 to 39 inches following digging may remove the need for follow-up treatment the following year. Without sand sifting, a second year of monthly digging may be required. Coastal dunes may require a third year of monthly digging.
 - One attempt to remove European beachgrass to a depth of one meter using heavy machinery (after which removed material was buried and capped with up to one meter of sand) resulted in moderate resprouting the following spring.
 - Burning and saltwater applications to eliminate European beachgrass have been unsuccessful.
 - Chemical
 - Treatment will be by Ranger Pro glyphosate herbicide with surfactant applied at concentrations of 5% and mixed with 0.15% added surfactant (Silwet L-77) if beading is noted, at 220 ft²/gallon of herbicide solution.
 - Removal using selective application of 33% glyphosate applied with a wiper or herbicide sprayer has yielded inconsistent results, ranging from extremely successful to practically no effect. For selective control, the most effective option is to use a wiper to apply 33% glyphosate and 1 to 2.5% non-ionic surfactant.
 - Metham (as Vapam), applied at label rate, is 98 to 100 percent effective at clearing European beachgrass, and nearly as effective even when applied at one-half and one-quarter the label rate. Basimid is easier to apply, but not as effective without sufficient rain or irrigation.
 - Planned Control at Hollywood Beach
 - The proposed control methods for Hollywood beach include both physical and chemical treatment over an initial period and follow up applications.
 - Physical removals will occur within back dune habitat where the elevations of the dunes are to be lowered concurrent with invasive species removal and shallowing slope gradients to 3:1 or less, to return dunes to a more natural

morphology associated with less dense native plant cover. Sand removed from dunes infested with European beachgrass will be buried in the beach below the saline groundwater table in within the dry beach environment where plants will decompose, or the sand will be screened with a 0.5-inch screen to remove beachgrass rhizomes for landfill disposal.

- Chemical treatments will occur within dune areas that are not proposed for modification and as follow up to modified dune areas. Treatment will be by Ranger Pro glyphosate herbicide with surfactant applied at concentrations of 5% and mixed with 0.15% added surfactant (Silwet L-77) if water beading is noted, at 220 ft²/gallon of herbicide solution.
- Treatments will include initial actions with spring (February-March) and fall (October-November) maintenance treatments outside of the nesting season for the remainder of the six-year program, as needed.



The typical pattern of rhizomatous spread of Eurasian dune grass is evident at Hollywood Beach within the back dune environments. Linear patterns of dune grass extent are indicative of rhizome runs that create sprawling dune grass.

Hottentot Fig (*Carpobrotus edulis*)

- **Problems**
 - The hottentot fig plant is able to establish itself under a wide range of soil conditions and thrive even in the presence of competitors and herbivores, allowing it to invade native habitat and effectively displace most native plant species through dominance

in competing for resources including water, nutrients, light, and space. It also suppresses the growth of native seedlings as well as mature native shrubs, and it can lower the pH of the soil in loamy sand environments and alter the root system morphology of native shrubs.

- When hottentot fig establishes itself, organic matter can build up in its surroundings, in normally sandy beach and dune soils, which can assist in the invasion of non-native species which cannot normally establish in sandy soils. Hottentot fig also stabilizes dune sands, altering natural dune formation processes in the area.
- Hottentot fig also provides habitat that is suitable to support nest predators such as rats, ground squirrels, and ants.
- Reproduction and Spread
 - Reproduction occurs both by seed and vegetative expansion and viable plant parts. Hottentot fig flowers almost year-round, beginning in February. Each fruit produces hundreds of seeds, which are spread by herbivores. Germination is enhanced in seeds that have passed through an animal's digestive system. Any shoot segment can become a propagule, allowing for isolated segments to survive and establish.
 - Active growth occurs year-round. Individual shoot segments can grow in excess of 3 feet per year, and roots can form on the nodes of all segments in contact with the soil. The impact of this species on native competitors correlates inversely with the availability of water (i.e., the greatest impact occurs during periods of drought).
- Control Methods
 - Physical
 - Hottentot fig is easy to remove by hand. All live shoot segments must be removed from the soil to prevent resprouting. If complete removal is not possible, mulching remaining portions with removed material will prevent most resprouting. In this case, follow-up visits will be required to remove resprouts.
 - Mechanical removal by heavy equipment is effective at any time of year.
 - Burning of live or dead plants is not generally effective due to the high water content of tissues.
 - Chemical
 - Glyphosate herbicides at concentrations of 2% or higher have been effective at controlling hottentot fig. Addition of 1% surfactant increases mortality. Greater mortality has been reported when using more acidic water, thus the addition of an acidifier to hard water before mixing with glyphosate is recommended for more effective removal. It can take several weeks for the clones to die off using this method, and resprouting may occur for up to several months afterward.
 - Planned Control at Hollywood Beach
 - The proposed control methods for Hollywood beach include both physical and chemical treatment over an initial period and follow up applications.
 - Physical removals will occur within back dune habitat where the elevations of the dunes are to be lowered. Sand removed from dunes infested with hottentot fig will be buried in the beach below the watertable where plants will decompose, or the sand will be screened with a 0.5-inch screen to remove

hottentot fig for landfill disposal. Mulching may be acceptable, with deep burial of mulch.

- Chemical treatments will occur within dune areas that are not proposed for modification and as follow up to modified dune areas. Treatment will be by Ranger Pro glyphosate herbicide with surfactant applied at concentrations of 5% and mixed with 0.15% added surfactant (Silwet L-77) if beading is noted, at 220 ft²/gallon of herbicide solution.
- Treatments will include initial actions with spring (February) and fall (September-October) maintenance treatments outside of the nesting season for the remainder of the six-year program, as needed.

Other Non-native Plant Species

Crystalline Ice Plant (Mesembryanthemum crystallinum)

Wild Radish (Raphanus raphanistrum subsp. sativus)

European Sea Rocket (Cakile maritima)

Other Species Not Individually Identified

- Problems

- Crystalline iceplant, wild radish, and sea rocket are all present in low abundance on the dunes. These species outcompete native species, increase dune stability, and increase vegetated cover levels.
- Increased cover by these species also increases pest species that may be nest predators such as rats.

- Reproduction and Spread

- These species are prolific seeder and spread by annual seedling recruitment from local seed sources.
- Vegetative spread is not common.

- Control Methods

- Planned Control at Hollywood Beach
 - The proposed control methods for Hollywood beach include both physical and chemical treatment over an initial period and follow up applications.
 - Physical removals will occur in the spring each year with follow up in the fall as may be required.
 - Chemical treatments will occur within dune areas that are not proposed for modification and as follow up to modified dune areas. Treatment will be by Ranger Pro glyphosate herbicide with surfactant applied at concentrations of 5% and mixed with 0.15% added surfactant (Silwet L-77) if water beading is noted, at 220 ft²/gallon of herbicide solution.
 - Treatments will include initial actions with spring (February) and fall (September-October) maintenance treatments outside of the nesting season. Annual species will also be spot treated by hand removal, herbicide treatment, and weed whacking later in the spring season prior to release of seed. Should this action be required during the snowy plover nesting season, work would be coordinated with nest monitoring biologists such that no activities occur within 200 feet of an active nest, unless adequately screened by the dune terrain. This approach to invasive species control will protect nesting birds while still ensuring that

treatment can be best timed seasonally to reduce annual weed species. It is expected that treatment of annuals.

At the present time, sea rocket is sparse but widespread on the natal foredunes and beach strand where western snowy plover nest. This species provides a considerable portion of the vegetation shelter utilized by plover chicks during the nesting season. As a result, the removal of sea rocket in areas presently utilized by nesting plovers, will be delayed until adequate native plant material is available to replace the services this species provides to plovers. The determination as to when removal can occur will be determined by the nest monitoring biologist.

Herbicide Application Management

It is anticipated that herbicides will be used in the eradication/control of invasive plant species working in combination with mechanical treatment methods. Registered chemical control agents are highly effective in killing plants that cannot be readily and efficiently controlled by mechanical means to extensive below ground plant structure that can readily resprout. However, chemical agent application at Hollywood Beach, poses some risks of undesirable spread of the herbicide due to wind and/or high drainage capacity of the sandy soils. This could lead to overspray mortality of non-target plants, or discharge to ocean waters of non-degraded chemicals. To address these risks the following measures have been incorporated to identify specific herbicides, limit application periods to avoid unsuitable environmental conditions, and to utilize herbicides in conjunction with other control methods (Gigi Hurst, Adviser License #70361, Appendix 1):

- Herbicides
 - Ranger Pro (EPA Reg. No. 524-517) glyphosate herbicide applied at concentrations of 5%. Surfactant is integrated into the herbicide formulation, so no additional surfactant is required. However, if water beading on leaves is noted, surfactant Silwet L-77 may be added at a 0.15% v/v to diluted herbicide mixture
 - Mix water should be between a pH of 4-7. If necessary, buffer to pH range using Harrell's SprayMAX pH Buffer and colorant.
- Application Methods
 - Treatment application is to be by backpack sprayer or hose fed tank sprayer to handheld spray or wick applicator nozzle for spot application as needed.
 - A treatment rate of 220 ft²/gallon (198 gallons/acre) of herbicide solution is to be used. With spot applications on the site it is anticipated across the 19.42-acre site, it is expected that discrete treatment will be approximately 1 acre or less following first year initial non-native plant coverage by mechanical and herbicide treatments. By the end of the program, it is expected that treatment will be reduced to less than 0.2 acres of herbicide treatment per treatment event.
- Treatment Condition Limitations
 - Treatment with herbicide will be performed in conjunction with mechanical control measures in order to reduce the necessity for herbicide treatments. Mechanical measures will include excavation and removal of invasives in back dune areas to harvest deep rhizomatous grass root systems and regrade back dunes, pulling of small plant occurrences, and weed whacking annuals prior to going to seed during the spring months.

- Herbicide will be used as follow up treatments for large infestation occurrences and as a pre-treatment prior to removal to translocate herbicide to below ground structures.
- Herbicide applications will not occur when wind speeds exceed 5 miles per hour. This will typically restrict spraying to morning hours before afternoon winds build.
- Herbicide applications will not occur within 48 hour of predicted rain events, or within 72 hours following rain events.
- Dead material will be removed from the site, left to decompose, or will be buried within the dry beach below saturation levels. Material will not be placed seaward of the high tide line or buried within areas of the dry beach that have a recent history of erosion.
- Burial of invasive species will be coordinated with the USFWS should it occur.

6.4. BACK DUNE REGRADING

Stabilization of the back dunes has been accommodated by development of dense invasive and native dune plants that retain sediment and prevent dune erosion. These dunes were not impacted by the 2005 combined effects of maintenance dredging and ENSO storms and sea level rise. As a result, they have persisted and continued to build in mass and elevation since the late 1990s. At the present time there are several dunes that are now 10 or more feet above the surrounding grade with side slopes as steep as 1:1 due to binding of sand by invasive species. Due to the continued building of the back dunes, some dunes now have crest elevations near 25 feet MLLW.

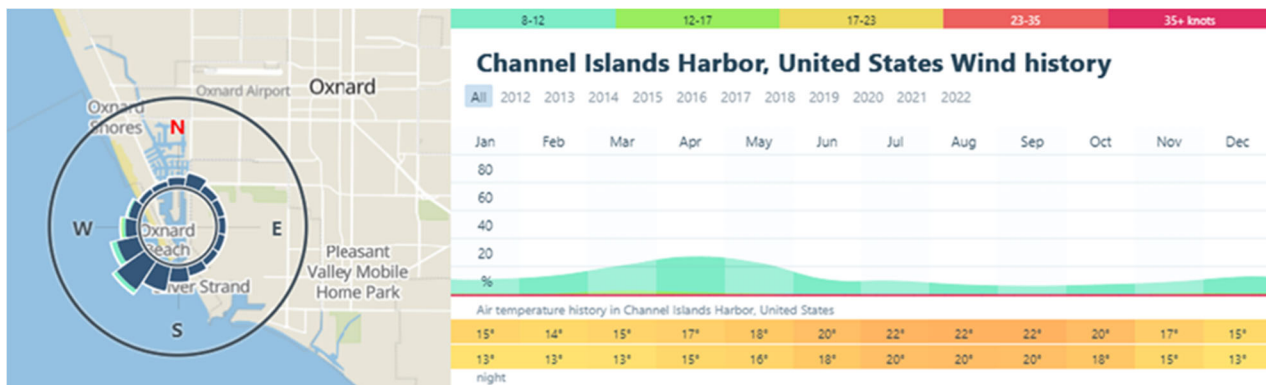
Regarding the oversized stabilized dunes that support primarily invasive beachgrass and hottentot fig would be done by shallowing the side slopes of the dunes to 3:1 or less while maintaining the outer dune footprints. This will lower the elevation of approximately 1.25 acres of stabilized dunes and flatten the slopes, and by removing the dense invasive species, allow the dunes to become active again. The volume of sand to be removed in the dune lowering is approximately 15,000-25,000 cubic yards that will be derived from the lowering dune crests and surrounding tail sand deposits. This sand will be moved to the dry fore beach where it will be utilized for dune development. Sand containing grass rhizomes or ice plant will be buried at the dune construction locations below the saturated sand elevation by a minimum of 1-foot (an elevation of approximately +2 feet MLLW within the excavated burial pit in the dry beach). No material will be buried seaward of the high tide line or within areas subject to beach retreat based on long-term, shoreline trends (Figure 3).

6.5. DUNE EXPANSION

Capacity for Dune Development

Dune development at Hollywood Beach is not anticipated to be difficult to achieve. The wind patterns are generally from the southwest and are mild with a rising frequency of 8-12 knot winds increasing in March-May, with lower frequency winds in this range extending throughout the rest of the year. High winds are generally uncommon on the beach.

The winds at Hollywood Beach are adequate to regularly move sand across the beach creating dunes in response to accumulated debris, or fixed features on the landscape. Where dunes are not present, sand migrates eastward and accumulates adjacent to the residential neighborhood and migrates through access corridors and out on to the streets well into the neighborhood.



Wind rose and seasonal frequency of wind velocities by month illustrating generally low wind velocities from the southwest (windy.app)

Previously the increasing width of Hollywood Beach was noted, however due to aeolian transport of the sand from the beach face to the top of the beach and eastward, the elevation of the beach is also increasing over time. As of 2023, several portions of the high beach extend 5 or more feet above the patio elevations of the houses abutting the beach. This results in on-going needs to push sand away from the residential neighborhood.

The existing winds and abundant sand along with woody debris on the south end of the beach provide the precursors for dune development with limited intervention. This can be seen in viewing the results of erecting seasonal symbolic fencing to provide plover nesting on the beach north of the existing dunes. In 2023, a 0.38-acre open mesh fence enclosure was placed around a portion of the dry upper beach adjacent to the forebeach. This fencing was present from March 30 through September 22, 2023. During this period, the trampling effect of pedestrians, dogs, and vehicles was kept down and over the 6-month period dune initiates were beginning to develop without intervention with woody debris serving to initiate dune formation. This pattern would be expected to continue and could be fostered through a combination of symbolic fencing localized sand placement, and incorporation of selected large and small woody debris to form hardened features to anchor dunes and generate desirable mounding patterns, as well as providing cover features for snowy plover chicks.

It is intended that existing driftwood debris be the primary feature utilized to anchor dunes, serving to capture blow sand for dune development as this woody debris provides both good nuclei for dune formation and sheltering structure for snowy plover chicks. However, small lathe or straw plugs may also be used to augment the dune development. For the more shoreward margin of the expanded dune areas, dunes will be preloaded to more rapidly develop dune characteristics along the backside of the dune expansion area. The shoreward areas will be left low or natal dunes, best suited to use by snowy plovers for winter roosting and nesting activities.



Photograph showing the initiation of aeolian dune formation within seasonal symbolic fence enclosure placed on March 30 and removed on September 22, 2023 to protect nesting western snowy plover nest sites. Photo taken at the time the fencing was removed.

Conditions of the beach and natal dune habitat observed within the sand trap following beach loss due to prior dredging cycles reveal beach rebuilding and early initiation of dune development within the first spring-summer season following dredging. Heavy woody debris wrack loading often occurs on the lower beach with the drier upper beach becoming supratidal due to wave building coupled with blow sand movement. Dune plant recruitment occurs from seed supply within the immediate area. This includes both native and non-native species. Species represented on the beach strand and natal dunes reflect those present in the existing foredunes and are principally native dune flora. However, it is not known how far removed from the established dune field seedling recruitment would occur. Debra Berringer has reported the occurrence of *Abronia maritima* seedlings at least 0.5 miles from the dune field suggesting some long-distance dispersal can be expected.

To address concerns regarding seed availability within the dune expansion area, expanded dunes would be supplemented by minor seeding effort derived by harvesting seed from existing dune fields and raking this into sand placed at the back of the fenced areas. Native plants that are currently plentiful on Hollywood Beach include beach-bur (*Ambrosia chamissonis*), beach saltbush (*Atriplex leucophylla*), beach morning-glory (*Calystegia soldenella*), red sand verbena (*Abronia maritima*), and beach evening primrose (*Camissonia chierianthifolia*).

Seed collection will be performed within the existing dune field, by raking up seed and plant duff from around the fore dunes where limited non-native plants are present during the late summer fall period (September-October). The seed would then be raked into approximately 10 percent of the new dune habitat within the expansion area. Seed would be raked into the surface sediments in widely distributed patches to introduce dune vegetation into the sites.



Hollywood Beach sand trap high beach redevelopment March 15, 2024 following beach removal via dredging in 2023. Seedling native sand verbena and non-native sea rocket are present along with woody debris that influence sand accretion patterns.

Adaptive Management to Avoid Dune Evolution to Stability

While there is little concern for the ability to develop dunes within areas that are protected from trampling, there is a concern that the dunes that do develop will become overly stable and advance to conditions that are less favorable for use by WSP and CLT. This would be expected for several reasons. First, the proposed dune development location is located back from the actively eroding and accreting shoreline. The natural storm damage that occurs seasonally washes away dunes, while depositing wrack. This provides for a rejuvenation of foredunes. However, such exposure would jeopardize the symbolic fencing, displace shoreline beach uses, and render the long-term habitat area that is developed uncertain as it would be coupled with unpredictable short-term seasonal storm events. However, moving the habitat expansion area away from the more dynamic fore beach will allow the area to stabilize, dunes to increase in height, and vegetation to expand in coverage. The net result would be expected to be development of quality dunes that have low utility for targeted avian species habitat enhancement.

To effectively control the serial progression of the habitat towards a climax condition, it is necessary to integrate disturbance of the habitat through adaptive management actions. In the case of the dunes adjacent to the sand trap, this occurs through dredging and subsequent shoreline erosion and restabilization and rebuilding. These factors would not be available to the north of the sand-trap area. As a result, an alternative source of disturbance is required to be implemented on a periodic and recurrent basis to keep the dunes in an early successional state. To achieve dune destabilization, it is expected that some degree of mechanical resculpting of the dunes will be required from time to time along with thinning of vegetation, including potential thinning of native vegetation. The determination as to when dune destabilization will occur is to be driven by adaptive management triggers for dune stability. The operative goal within the enhancement and expansion habitat is to achieve >40 percent beach strand/natal dune, >30 percent active foredune, and <30 percent stabilized back dune habitat. When greater than 30 percent of the dune habitat has reached a condition of stable back dune habitat these dunes will be targeted for destabilizing actions.

6.6. SYMBOLIC FENCING AND SIGNAGE

Symbolic Fencing

Permanent symbolic fencing is proposed to be placed landward of the highest wet beach boundary in the past 30-years and seaward of the 1939 OHWM. Fencing is intended to be open in structure such that it does not impede wind yet provides a guide to the using public that areas within the fencing are to be avoided. Proposed fencing will consist of 4x4 posts, or 5-inch diameter posts set at 8-foot centers with a single 1-inch rope. Posts will be set a minimum of 40 inches into the beach and will extend to a height of 36-42-inches above grade. The fence will be designed to allow the top rope to be removed and replaced as needed and as dictated by maintenance and adaptive management activities. Example fences are shown below.



Photographs of example post and rope symbolic fencing to be used at Hollywood Beach. Only one fence type would be used.

Fencing is not planned to be placed within proximity to the sand trap Area D since this area will continue to be used to maintain harbor navigation channels and to bypass sand to down coast beaches. As a result, localized erosion is expected to continue to occur. The results of this erosion would be to fail fencing and then bury the fencing in accreted sand as the beach relaxes and then rebuilds. Fencing in this area is not considered to be necessary as the existing dunes provide the intended reduction in pedestrian and vehicular traffic within the areas adjacent to the sand trap.



Example of symbolic fencing damage on an erosive beach. To avoid this result, fencing will not be placed near the sand trap.

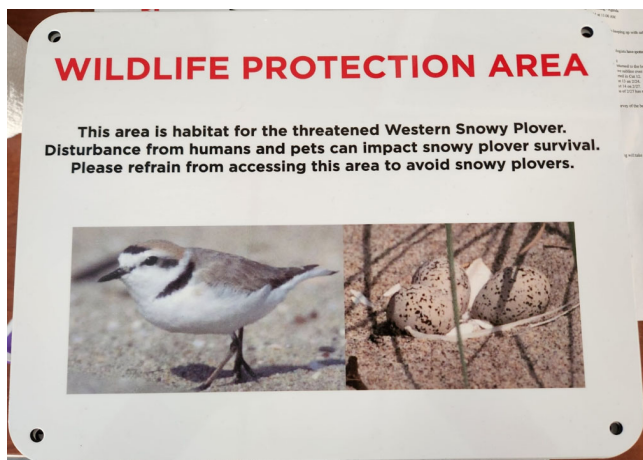
Signage

Signage proposed under the plan includes two types, resource protection advisory signage and informational interpretive panels.

Resource Protection Advisory Signage

Resource protection advisory signage is intended to include regular distribution of signs to be posted on the symbolic fencing to discourage access when the rope is up. This is an informational semi-regulatory advisory sign that would be posted approximately every 10 posts (80 feet) along the perimeter of the symbolic fence. These signs would only be up when the rope barrier is present and would include English and Spanish language versions.

This signage would be printed on a stiff aluminum stock that is laid out to be well supported by the symbolic fencing posts such that there is limited risk of vandalism and damage to the signs. Surplus signs would be printed up for replacement seasonally as required to supplement the signage as needed.



Signage to be used on symbolic fencing to be placed every 80 feet along the fence line.

Informational-Interpretive Panel

Habitat expansion and resource management can be greatly benefited by information dissemination to the using public. This will provide a greater understanding and appreciation of the resource management concerns and needs on the beach and will foster increased user support. To accomplish this, informational-interpretive panel signage is to be erected at the inland side of the multiple pathway crossing through the habitat expansion area and the existing dunes. It is expected that this will include four signs. These signs would either be three free-standing panels or a triangular kiosk design with three panels around a free-standing structure, co-located with trash cans.

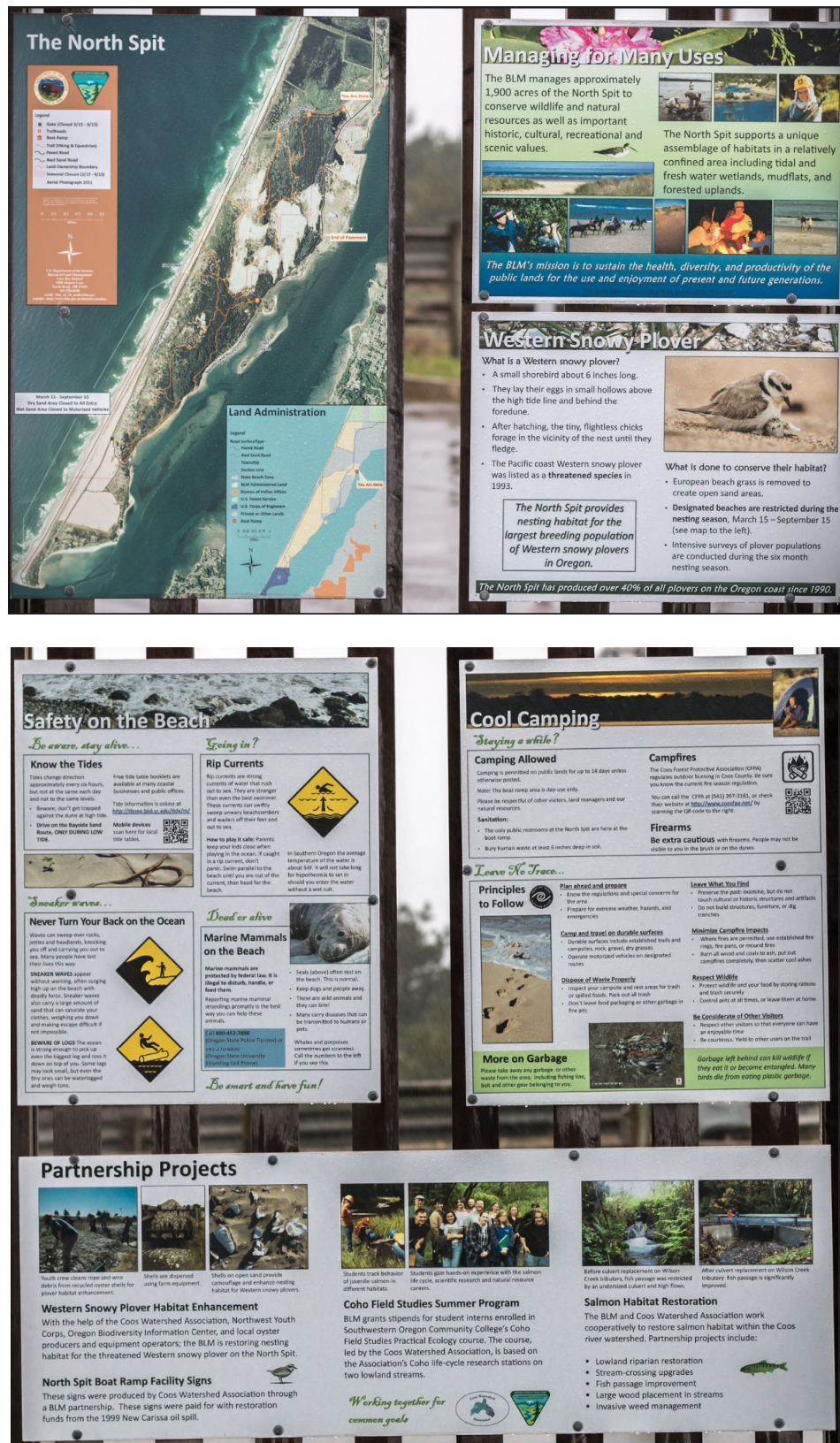
This signage is to include the following messages but should be further developed with partnership groups and stakeholders that are engaged in beach use, management, and stewardship including the County of Ventura, Ventura Audubon Society, U.S. Fish & Wildlife Service, California Coastal Commission, and adjacent property owners.

This signage is intended to convey information regarding the beach and dunes. The signage would communicate the meaning of the rope barrier being present or absent relative to habitat and species conservation practices. The signage would also provide for integration of information on beach rules and enlist the public's assistance on maintaining the expanded habitat by staying out when the rope is up- and utilizing the area to its fullest when the rope is down. The language and design for this interpretive signage has not been developed yet as the messaging will be very important and should be developed along with partners and collaborators that participate in the management of the natural resources and beach uses.

Primary messages anticipated to be covered by the signage include:

- Information on beach dynamics;
- Natural resources present on the beach/dunes including WSP and CLT and native dunes;
- Purpose of the rope fencing and requests to abide by the fencing for protection of resources;
 - Meaning of rope fence up versus rope fence down relative to access;
- Beach use rules and etiquette;
- Safety, emergency services and contact information;
- Potential coverage of special management programs underway;
 - Army Corps of Engineers maintenance dredging
 - Ventura Audubon Society Hollywood Beach Dog Rangers
 - Ventura County Beach Grooming and Trash Control
 - Back beach blow-sand management

There is potential for one of the panels to differ across the various locations so that more information can be conveyed without increasing the signage needs.



Example signage of the type proposed for the interpretive kiosk signage exhibiting multiple themes relating the restoration and stewardship of multi-resource uses at Hollywood Beach.



Example signage option configurations to be considered and selected based on further interaction with stakeholders, agency partners to consider information content, weathering and vandalism, maintenance, and viewshed impact, and content change expectations.

7.0 5-YEAR ESTABLISHMENT PERIOD MAINTENANCE AND MONITORING

Following initial implementation, the Corps will complete 5-years of follow-up implementation maintenance and stewardship activities to foster the development of the habitat functions and practices intended under the Plan and to assess the degree of success in achieving the Plan objectives. This section outlines these elements.

7.1. MAINTENANCE ACTIONS

Fencing and Sign Maintenance

It is anticipated that fencing and signage will require some annual maintenance. It is expected that the maintenance requirements will diminish with time due to a reduction in vandalism to fencing and signage. However, it is expected that the overall service life of the fence will be between 6-10 years, prior to requiring significant repairs or replacement.

Fencing repairs anticipated during the 5-year maintenance period are expected to include an a need to replace up to 5 percent of the fence posts and rope per year. Losses are expected due to vandalism or erosion failure, or dune development requiring posts to be dug out or raised.

Resource protection advisory signage is expected to be vandalized and stolen such that up to 10-20 percent of these signs may be lost each year, requiring replacement. Anti-tampering hardware may curb this loss but would not be used initially as it adds to the difficulty of completing regular replacement maintenance and may raise costs higher than the anticipated losses of damage of signs warrants. Instead, it is intended that signage be printed in bulk to account for anticipated losses by providing a surplus for maintenance installation.

Fencing and signage maintenance is planned to be performed prior to the onset of each plover nesting period (February-March), when present seasonal symbolic fencing is established on the beach north of the dunes.

Invasive Species Eradication/Control

Invasive species eradication/control is intended to be performed twice per year for 5-consecutive years following implementation of the Plan improvements. This work will occur in the spring prior to the commencement of nesting by plovers (February-March), and in the fall (October-November) following the end of the peak summer season recreational uses.

Beach Wrack and Debris Management

Annually in the spring debris and wrack are removed from Hollywood Beach following expulsion from the Santa Clara River. Wrack is beneficial to WSP as it attracts forage organisms such as amphipods, isopods, and kelp flies among other insects. It also provides shade and structure that benefits WSP and CLT when present at managed levels. For this reason, retaining some wrack is a beneficial habitat element for plovers. The Corps will coordinate with the County on beach debris removal in order to retain or augment wrack within the symbolic fenced areas and along the upper beach margin within the sand trap when the County removes debris. Anthropogenic debris (trash) will not be retained within the Plan area. Managing overall beach grooming and clean-up of wrack is beyond the scope of the present plan, but coordination with the County and capitalizing on available wrack assets over

the 5-year post-implementation process will begin to foster a local program for wrack and debris management that is supportive of public use objectives, as well as natural resource goals. It is expected that this collaboration will provide operational benefits long-term that extend beyond the plan objectives. This work will occur in the spring prior to the commencement of nesting by plovers (February-March). The intent is to capitalize on seasonally replenished desirable wrack distribution and densities, while not conflicting with normal beach maintenance and grooming activities.

Nesting Season Preparation and Maintenance Actions

The Corps will implement a habitat maintenance program for CLT and WSP prior to commencement of the breeding season during each of the 5-years following plan implementation. The program will include site inspection to confirm adequate bare ground and woody and algal wrack debris is present within the exclusion areas and that signage and fencing is in place. When the nesting season begins, weekly monitoring events will be undertaken until eggs are laid then this will switch to at least twice weekly monitoring events. Where appropriate, due to nesting outside of the symbolic fencing or elevated predation risk, the Corps will place micro-exlosures (MEs) over plover nests as authorized by the USFWS.

7.2. Monitoring Program

As noted in Section 5.3, several performance metrics have been established against which the project is to be evaluated. Many of these are beyond the control of the Corps and thus are not obligatory performance metrics (e.g., nesting counts or hatching success), other elements are generally within the Corps' control (e.g., invasive species control levels, and implementation scale, fencing, and signage). The program performance metrics represent goals for the project, against which the effectiveness of the enhancement will be assessed. However, the relative capacity for the Corps to control the degree of performance of the project relative to the established metrics will be used to assess the Corps' achievement of the obligations.

Performance metrics further served to guide adaptive management actions over the course of the 5-year post-implementation period. The metrics will serve as guides for implementing adaptive actions, but do not themselves dictate the actions to be taken. Rather, annual monitoring reports will be prepared that assess WSP wintering and nesting metrics, CLT nesting metrics, habitat development, invasive species status, and condition of fencing/signage and effectiveness of the human management aspects of the project.

The annual reports will be shared with partner agencies and non-governmental organizations in December of each of the 5-years to summarize the observations and assessment of performance against articulated metrics for the prior year. The findings of this report and any recommended adaptive management actions derived from the monitoring will be discussed in a meeting with partners. The Corps will then use feedback in its evaluation and determination of those actions the Corps' plans on taking in the coming year or plans to not implement at the present time. In some instances, recommended actions may not be practically implemented during the same year prior to nesting and summer peak activities. Where any adaptive management actions exceed the authorization of present work, the requisite agencies would be requested to provide guidance on how to proceed, or if the action should be undertaken.

Monitoring Program Design

Baseline monitoring is to be conducted in fall 2024 to document the baseline site conditions and to support future assessment of the habitat expansion and enhancement program. After the baseline monitoring is completed, monitoring will be conducted during the spring and fall of the first implementation year (2025), and during each subsequent year of the 5-year post-implementation period (2026-2030).

The monitoring program includes multiple elements, fixed transect sampling, fixed photo plots, and more comprehensive site assessments (Figure 12). Monitoring is planned to be conducted during the spring and fall of each year and will be utilized to both assess the status of the expansion and enhancement program relative to performance metrics, as well as serving to guide habitat maintenance and management activities.

Belt Transect Monitoring

A total of 21 permanent 30m x 1m belt transects are to be established within the habitat areas. These include seven transects within dune habitat, seven transects within the seaward beach strand (natal dune) environment, and seven transects outside of the project area. Belt transects are to be established within the habitat enhancement and expansion areas, as well as beach areas that are adjacent but outside of the habitat areas (Figure 12). Transects will be sampled in the spring (February) and fall (September) of each year.

Sampling includes both comprehensive inventory sampling within each 30m² belt transect to determine species richness, as well as point intercept sampling at each meter mark (0-30m) directly under the transect tape extended as a tight line between two fixed end points and normal to the transect at 0.5 meters to each side of the tape. This results in a total of 93 intercept points per transect. Intercept sampling will be used to determine density of parameters of interest. The data to be collected are as follows:

- **Species Richness** – Plant species lists will developed within each 30m² belt transect to develop native:non-native species ratios and to monitor plant community composition within the dunes and strand habitat areas in order to assess differences across the enhanced and expanded habitats and changes expressed seasonally, and through the period of the monitoring effort. No specific target objective has been established for this monitoring element.
- **% Vegetated Cover** – Percent vegetated cover will be determined from point-intercept sampling. Plant intercepts will be recorded by species to support an analysis of percent native and non-native species cover. Target cover metrics are provided in Table 1.
- **% Non-Native Plant Cover** – This metric is to be determined from plant intercepts and will be used to assess the percent reduction in invasive species within the dunes. In completing this analysis, sea rocket (*Cakile maritima*) will be excluded from the analyses until removal efforts are directed towards this species, as it presently provides the valuable cover to western snowy plovers and its removal will be deferred until native dune plants are available to replace this habitat function. Target non-native species levels are provided in Table 1.

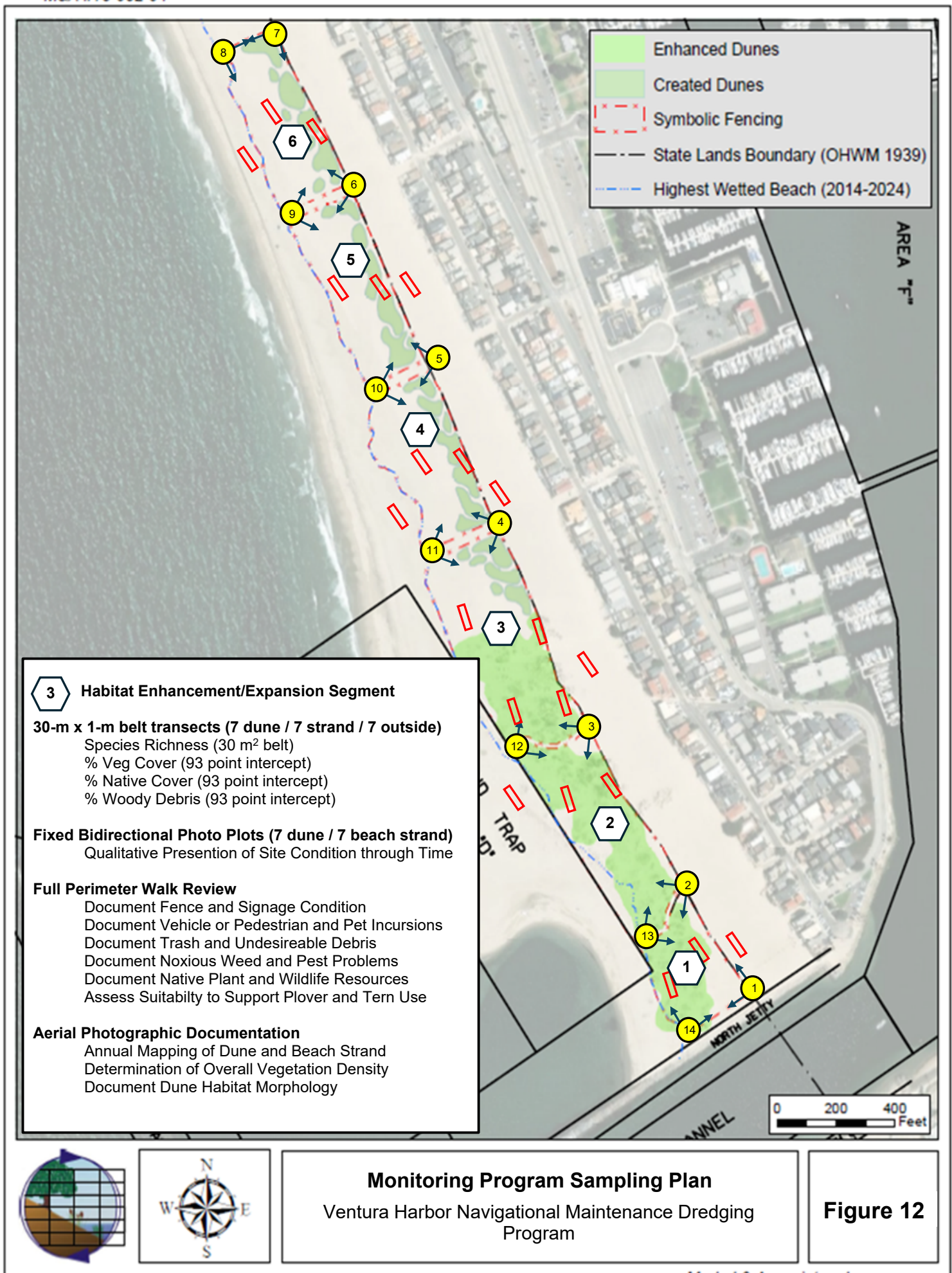


Table 1. Habitat Monitoring and Performance Metrics

Monitoring Element	Component	Performance Metrics	Adaptive Actions
Transect Sampling	Timing: February and September annually		
Species Richness	All	None established	None, tracking only
% Vegetated Cover	Beach strand	>2% and <15%	Augment by seeding or reduce vegetation
	Dunes	>5% and <40%	
% Non-Native Cover	European beach grass	0%	Continue eradication actions
	Hottentot fig iceplant	<10%	Continue control actions
	Other invasive species	<30%	Continue control actions
% Woody Debris	Beach strand	>2% and <15%	Augment or remove prior to breeding season
	Dune	None established	
% Site Disturbance	Vehicle	<5% of that outside of fence	Continue fencing and information outreach
	Pedestrian	<20% of that outside of fence	Continue fencing and information outreach
	Dog	<50% of that outside fence	Continue fencing and information outreach
Perimeter Walk	Timing: February and September annually		
Perimeter Walks	Fencing and signage	Fences and signs intact	Repair and replace as needed
	Vehicle, pedestrian, dog encroachment	Assessed based on transect data	Conduct corrective fencing actions, consider additional or different signage
	Trash and undesirable debris	Trash or debris accumulation visually common	Remove as needed before or after nesting season
	Non-native plants or other pest problems	Assessed based on transect data, observations used to target maintenance actions	Conduct non-native plant control actions, identify any other pests for adaptive management needs to be coordinated with agencies
	Assess suitability to support plover/tern use	Identify potential measures for improvement	Implement as practical prior to nesting season
Aerial Photography	Timing: February and September annually		
Aerial Photography	Quantify beach strand and dune area	13.47 ac strand and dune including 3:1 dune to impact.	Coordinate with agencies if areas fall short of need in order to identify potential corrective actions
	Overall % vegetation	>5 and < 30%	Targeted seeding or vegetation thinning
	Dune morphology	>40% beach strand/natal dunes, >30% active foredunes, <30% stable backdune	Targeted dune regrading or vegetation thinning/augmentation, evaluate performance prior to adjustment and coordinate with agencies if metric adjustment is warranted

- **% Woody Debris** – Woody debris is an important element providing shelter and foraging areas for western snowy plover, although it is regularly discharged to the beach from the Santa Clara River and can become an undesirable feature at high densities. Point-intercept sampling will be used to determine the percent cover of woody debris. These will be assessed against target objectives (Table 1).
- **% Site Disturbance by Vehicles/Pedestrians/Dogs** – The project includes symbolic fencing and signage intended to reduce traffic through areas utilized by western snowy plover and California least terns. To assess the effectiveness of disturbance reduction, monitoring will be performed to assess the percentage of vehicle, pedestrian, and dog footprints present within the habitat expansion and enhancement areas relative to disturbance outside of the symbolic fencing. The targeted objectives are provided in Table 1.

Photo Plot Monitoring

Photographs will be collected during the spring (February) and fall (September) of each year to document site conditions prior to and following the nesting season. Images will be collected from 14 fixed positions, with photographs being taken with a consistent orientation and range of field being used for each monitoring interval. For each season, individual photo pages will be prepared for each photo plot with six images per page reflecting the chronology of site conditions over the years (2025-2030). Spring and fall photo pages will be presented separately. The photo plot monitoring is intended to provide qualitative documentation of site conditions and is not intended to be separately analyzed for quantitative data.

Habitat Perimeter Walks

During each monitoring interval during the spring (February) and fall (September) of each year the perimeter of the habitat expansion and enhancement areas will be walked to identify and document the conditions of the site, habitat protection measures, and assesses and liabilities within the habitat areas. This walk is principally intended to serve as a tool to guide habitat management actions, but also includes some qualitative and quantitative action triggers (Table 1). Data will be collected by habitat enhancement or expansion segment (1-6) to assist in tracking areas requiring focused action. Specific efforts will be made to accomplish the following:

- Document Fence and Signage Conditions
- Document Vehicle, Pedestrian, and Pet Incursions
- Document Trash and Undesirable Debris
- Document Noxious Weed and Pest Problems
- Document Native Plant and Wildlife Resources
- Assess Suitability to Support Plovers and Terns

Aerial Photographic Documentation

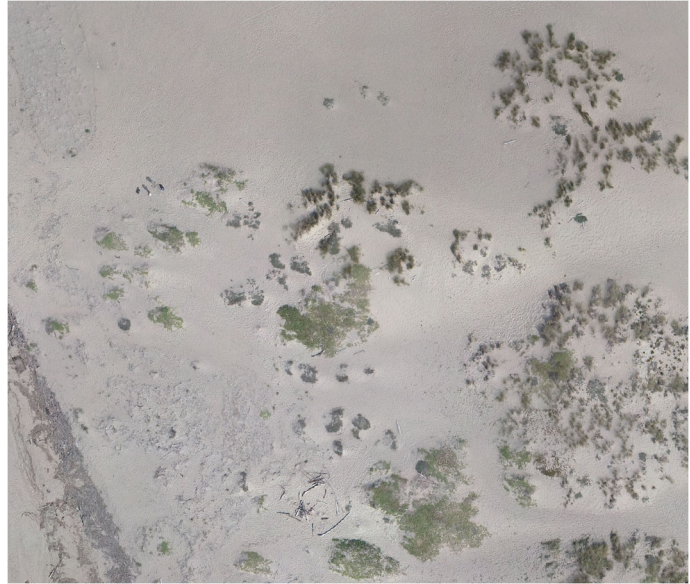
High-resolution aerial photographs will be collected in spring and fall of each year to document the position of the wetted beach, and the extent and distribution of beach strand /natal dune habitat, active foredune, and stabilized back dunes. The mapping will support digitizing the habitat components and quantifying the extent of each. The goal of the restoration is to develop a majority of the habitat to conditions of beach strand /natal dune habitat and active foredune, with minimal

stabilized dunes. As such, performance metrics have been established for each of these habitats with the goal of maintaining >70% of the habitat in the former classes and a minimal amount of habitat supporting stabilized dunes (Table 1). The distribution of dune subtypes will serve as adaptive management triggers to reduce dune stabilization by regrading dunes or reducing vegetation.

Concurrent with the mapping of habitats, dune morphology will be evaluated using a digital terrain model (DTM) that is collected concurrent with aerial photography and used to correct image distortion over uneven landforms. The DTMs will be analyzed once per year in September and, along with the vegetation mapping, will support the mapping of the three subtype habitat classes identified above.

Plover/Tern Monitoring

During the nesting season of WSP and CLT monitoring will be conducted on a weekly basis by a qualified plover and tern monitor. Once eggs are laid the monitor will increase the frequency of monitoring to at least twice weekly to document the status of nests, broods, and fledging. The monitoring will document the locations and numbers of nests, eggs, chicks, and fledglings produced each season by species and location. The targeted goal of the restoration is to increase the success of wintering and nesting on Hollywood Beach by expanding and improving the quality and safety of nesting and wintering habitat areas. Non-obligatory metrics are to retain or increase nest start levels similar to those prior to the enhancement/expansion, while increasing the success of nesting on Hollywood Beach/



Example aerial imagery to be used for annual mapping of vegetation masses to calculate overall percent vegetated cover and to facilitated habitat subtype identification



Example Digital Terrain Model (DTM) from 2023. This model will be used to support evaluation of dune growth and stabilization through time

Reporting

Annual Reports

Annual monitoring will be followed up by the preparation and delivery of annual reports in December of each monitoring year (2025-2030). The Corps will share these reports with the USFWS and Coastal Commission Executive Director in December of the monitoring year. These annual reports will include:

- An assessment of dune habitat extent, characteristics, and quality as habitat for western snowy plover.
- An identification of any issues encountered such as trash, site erosion, invasive vegetation and other pests, as well as any vandalism.
- A description of the dune morphologic and vegetation conditions and development, including photo documentation and mapping.
- A determination as to whether the dunes have met that annual success criteria; and whether the dunes are expected to meet overall success criteria.
- Recommended and planned adaptive management actions considered for the subsequent monitoring and management year.

Final Report

A final report will be prepared at the end of the 6-year dredge period and will provide the following in a comprehensive manner that summarizes the results of the overall program, and where applicable, provides a chronology of conditions over the action period. The report will include the following:

- An assessment of dune habitat extent, characteristics, and quality as habitat for western snowy plover.
- An identification of any issues encountered such as trash, site erosion, invasive vegetation and other pests, as well as any vandalism.
- A description of the dune morphologic and vegetation conditions and development, including photo documentation and mapping.
- A determination as to whether the dunes have met that annual success criteria; and whether the dunes are expected to meet overall success criteria.
- A detailed summary and quantification of all dredging impacts to dunes that have occurred during the 6-year period along with a map of the cumulative footprint of impacts.
- An analysis of whether the habitat enhancement and expansion has met the obligations of 13.47 acres of western snowy plover and California least tern habitat and 3:1 offset of permanent dune impacts.

8.0 IMPLEMENTATION AND MAINTENANCE SCHEDULE

An overall schedule of implementation, maintenance, monitoring, and reporting has been prepared (Table 2). More detail on the scheduling of individual elements is provided in this section.

8.1. INITIAL RESTORATION SCHEDULE

The implementation of the habitat expansion and enhancement plan is to be undertaken in three phases that will extend from winter 2024/ through December 2025 as follows (Table 2):

Phase 1: Initial Invasive Species Control (October -November 2024, Q4 2024) – This work will include reduction of biomass of iceplant and beach grass, pre-excavation herbicide treatment of beach grass to reduce viable root stock, and removals, weed whacking and spot treatment of other weeds prior to the 2025 WSP nesting season. Work also includes raking up duff to collect seed for later use.

Phase 2: Continued Invasive Species Control and Augment Woody Debris and Wrack (February-March 2025, Q1 2025) – This work will include continued reduction of weed species in the enhancement dunes and site preparation for the 2025 WSP nesting season.

Phase 3: Primary Enhancement and Expansion Activities (October -December 2025, Q4 2025) – This phase includes the excavation of non-native species, flattening slopes and reducing vegetation within existing stabilized back dunes, and developing expanded dune field to the north of the existing dunes. This phase also includes installation of fencing and signage.

8.2. MAINTENANCE, MONITORING, AND REPORTING SCHEDULE

It is anticipated that maintenance will occur on an annual basis focused prior to and immediately following each nest season (February Q1 and October-November, Q4 2026-2030, Table 2). As noted, some weed control is expected to occur on back dunes and dunes removed from nesting activities by WSP or CLT during March of each year in order to control annual plants prior to the plants developing mature seed. Monitoring to assess habitat conditions will occur prior to and following the breeding season in order to minimize disturbance of habitat areas during the nesting season. Monitoring and maintenance of nesting WSP and CLT will occur during the nesting season between March 1 and September 15 (Q1-3 of each year). Reporting will be shared in December of each monitoring year.

8.3. DELAY OF ACTION PLAN

This plan is intended to be implemented by the end of the 2025 calendar year. The plan is intended to offset impacts to WSP, CLT, and dune habitat that occurs as a result of maintenance dredging deemed critical to sustain navigation and protect down coast beaches. For this reason, maintenance dredging activities are planned to occur as scheduled even if implementation of this habitat plan is delayed. As a result, it is necessary to develop a suitable “delay of action plan” to compensate for impacts that occur but which are not offset within a reasonable period, established as completion by December 31, 2025. Should a delay occur, the scale of the required restoration area will be increased by 10 percent per year of delay. The plan incorporates 19.42 acres to achieve a minimum requirement of 13.47 acres of WSP habitat including a 3:1 replacement for permanently impacted dunes. However, should it become clear that greater areas is needed due to scale of impact or delay in implementation, the Corps would coordinate with the USFWS and Coastal Commission to expand habitat further to the north along Hollywood Beach.

Table 2. Schedule of Activities

Action	Specific Dates	2024	2025				2026				2027				2028				2029				2030			
		Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Maintenance Dredging Cycles	Oct 1-Feb 28																									
Habitat Expansion and Enhancement Implementation																										
Invasive Species Eradication/Control	Oct-Nov & Feb-Mar																									
Dune Lowering/Construction	Jan-Feb & Sep-Dec																									
Fencing and Signage																										
Annual Management																										
Fencing and Signage Maintenance	Feb & Oct																									
Invasive Species Eradication/Control	Feb & Oct																									
Beach Wrack and Debris Management	Feb-Mar																									
Nesting Season Preparation and Maintenance	Feb																									
Dune Vegetation and Development Management	Feb & Oct																									
Nest Protection	Mar-Sep																									
Monitoring and Reporting Program																										
Nesting Season Monitoring	Mar 1-Sep 15																									
Annual Beach Strand and Dune Surveys	Sep and Mar																									
Annual Monitoring Reports	Dec																									
Final Report	Dec-30																									

9.0 REFERENCES

- Barringer, D. 2013. Final 2013. Breeding Season Monitoring Report for Western Snowy Plover and California Least Tern Hollywood Beach, Oxnard, California. 34 pp.
- Barringer, D. 2014. Final 2014. Breeding Season Monitoring Report for Western Snowy Plover and California Least Tern Hollywood Beach, Oxnard, California. 37 pp.
- Barringer 2021: FINAL 2021 Western Snowy Plover and California Least Tern Annual Breeding Season Monitoring Report for Hollywood Beach, Oxnard, CA. 29 pp.
- Barringer 2023: FINAL 2022 Western Snowy Plover and California Least Tern Annual Breeding Season Monitoring Report for Hollywood Beach, Oxnard, CA. 34 pp.
- Barringer 2024: Final 2023 Western Snowy Plover and California Least Tern Annual Breeding Season Monitoring Report for Hollywood Beach, Oxnard, CA. 29 pp.
- Bossard, C.C., J.M. Randall, and M. C. Hoshovsky. 2000. Invasive Plants of California's Wildlands. U.C. California Press.
- Colwell, M.A., N. S. Burrell, M.A. Hardy, K. K. Kayano, J.J. Muir, W.J. Pearson, S.A. Peterson, K. A. Sesser, and R.R. Thiem. 2009. Final report: 2009 Snowy Plover breeding in coastal northern California, Recovery Unit 2. MRB Research, Inc. and California Department of Fish and Game, Sacramento, CA.
- County of Ventura Resource Management Agency - Planning Division 2019. VC Resilient Coastal Adaptation Project Sea Level Rise Adaptation Strategies Report.
- Federal Register. 1993. Determination of Threatened Status for the Coast Population of the Western Snowy Plover. Vol. 58, No. 42, pp. 12864-12874.
- Federal Register. 2012. Revised Designation of Critical Habitat for the Pacific Coast Population of the Western Snowy Plover, Final Rule. Vol. 77, No. 118, pp. 36728-36869. June 19.
- Hartley and Barringer 2022: Mid-Season Report 3/15/22 - 6/1/22 Ormond Beach and Hollywood Beach Western Snowy Plover and CA Least Tern. 8pp.
- MacDonald, B. (2010). Habitat suitability modeling for western Snowy Plover in central California (Doctoral dissertation, California State University, Northridge).
- Merkel & Associates, Inc. 2024. Hollywood Beach Western Snowy Plover Monitoring Report for 2022-2023 Winter and the 2023 Breeding season. Prepared for U.S. Army Corps of Engineers, Los Angeles District.
- U.S. Fish and Wildlife Service (USFWS). 1985. Revised Recovery Plan for the California Least Tern (*Sterna antillarum brownii*), original approval April 2, 1980. USFWS, Portland, Oregon. Signed September 27.
- USFWS. 1993. Determination of Threatened Status for the Coast Population of the Western Snowy Plover. Federal Register Vol. 58, No. 42, pp. 12864-12874.
- USFWS. 2007. Western Snowy Plover (*Charadrius alexandrinus nivosus*) Pacific Coast Population Recovery Plan Vols. 1 and 2. California and Nevada Operations Office, Sacramento, CA. Signed August 13.

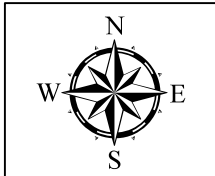
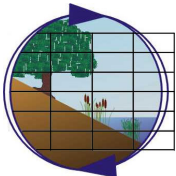
USFWS. 2012. Revised Designation of Critical Habitat for the Pacific Coast Population of the Western Snowy Plover, Final Rule. Federal Register Vol. 77, No. 118, pp. 36728-36869. June 19.

Appendix 1.
Integrated Pest Management Plan for Pest Plant Eradication/Control

Pest Control Recommendation

PR-ENF-092 (Est. 8/94)

1. Operator of the Property Army Corps of Engineers, Los Angeles District Civil Works, Navigation Section		2. Recommendation Expiration Date July 29, 2025	
Address 915 Wilshire Blvd		City Los Angeles, CA 90017	
County Los Angeles			
3. Location to be Treated Coastal sand dunes on Hollywood Beach, Channel Islands Harbor, County of Ventura (34.160554°; -119.227902°)			
4. Commodity to be Treated Native habitat enhancement and restoration lands		5. Acres or Units to be Treated 19.42 acres (fractional treatment in area/backpack sprayer)	
6. Method of Application: <input type="checkbox"/> Air <input checked="" type="checkbox"/> Ground <input type="checkbox"/> Fumigation <input type="checkbox"/> Other		7. Pest(s) to be Controlled European beach grass, pickleweed iceplant (Hottentot Fig), annual and perennial mono/dicots	
8. Name of Pesticide(s)		Rate per Acre or Unit	Dilution Rate
Ranger Pro (EPA Reg. No. 524-517) (glyphosate with surfactant)		198 gal/ac	5% v/v w/water (pH 4-7*)
Silwet L-77 / L-77 AG Super Spreader (opt. additional surfactant)		198 gal/ac	0.15% v/v of mixed herbicide
* Buffer to range (Harrell's SprayMAX® pH Buffer, colorant)		198 gal/ac	buffer to pH range
9. Hazards and/or Restrictions		10. Schedule, Time or Conditions	
<input type="checkbox"/> 1. Highly toxic to bees <input type="checkbox"/> 2. Toxic to birds, fish and wildlife <input checked="" type="checkbox"/> 3. Do not apply during irrigation or when run-off is likely to occur <input type="checkbox"/> 4. Do not apply near desirable plants <input checked="" type="checkbox"/> 5. Do not allow to drift onto humans, animals, desirable plants or property <input checked="" type="checkbox"/> 6. Keep out of lakes, streams and ponds <input type="checkbox"/> 7. Birds feeding on treated area may be killed <input type="checkbox"/> 8. Do not apply when foliage is wet (dew, rain, etc.) <input type="checkbox"/> 9. May cause allergic reaction to some people <input type="checkbox"/> 10. This product is corrosive and reacts with certain materials (see label) <input type="checkbox"/> 11. Closed system required <input type="checkbox"/> 12. Restricted use pesticide (California and/or Federal) <input type="checkbox"/> 13. Hazardous area involved (see map and warnings) <input type="checkbox"/> 14. Other (see attachment)		spring/fall applications, winds < 5mph , >48 hrs prior to predicted rain, >72 hrs after rain) 11. Surrounding Crop Hazards none 12. Proximity of Occupied Dwelling, People, Pets or Livestock Public beach area within 50 feet of the tidal water and 200 ft of residences 13. Non-Pesticide Pest Control, Warnings and Other Remarks IPM approach to be used to reduce scale of herbicide treatment required over time excavation of beach grass and iceplant, weed whack annuals prior to seed, repeated treatments twice per year to diminish weeds over time.	
15. Crop and Site Restrictions:		14. Criteria Used for Determining Need for Pest Control Treatment	
<input type="checkbox"/> 1. Worker reentry interval ____ days <input type="checkbox"/> 2. Do not use within ____ days <input checked="" type="checkbox"/> 3. Posting required <input type="checkbox"/> Yes <input type="checkbox"/> No ____ days <input type="checkbox"/> 4. Do not irrigate for at least 2 days after application <input type="checkbox"/> 5. Do not apply more than ____ application(s) per season <input type="checkbox"/> 6. Do not feed treated foliage or straw to livestock <input type="checkbox"/> 7. Plantback restrictions (see label) <input type="checkbox"/> 8. Other (see attachment)		<input type="checkbox"/> Sweep Net Counts <input type="checkbox"/> Leaf or Fruit Counts <input type="checkbox"/> Preventive <input checked="" type="checkbox"/> Field Observation <input type="checkbox"/> Pheromone or Other Trap <input type="checkbox"/> Soil <input type="checkbox"/> History <input type="checkbox"/> Other <input type="checkbox"/> Sampling	
16. I certify that alternatives and mitigation measures that would substantially lessen any significant adverse impact on the environment have been considered and, if feasible, adopted.		N	
Adviser Signature			
Date 7/29/2024	Name Gigi Hurst		
Adviser License Number 70361			
Employer Habitat West, Inc.			
Employer Address 2067 Wineridge Place, Suite B			
City Escondido	State CA	Zipcode 92029	



Dune Restoration and Expansion Plan
Ventura Harbor Navigational Maintenance Dredging Program
Ventura County, California

Figure 10



United States Department of the Interior

U.S. FISH AND WILDLIFE SERVICE

Ecological Services
Ventura Fish and Wildlife Office
2493 Portola Road, Suite B
Ventura, California 93003



IN REPLY REFER TO:
08EVEN00-2022-0085983-S7

December 15, 2022

Maricris Lee
Deputy Chief, Planning Division
Department of the Army
U.S. Army Corps of Engineers, Los Angeles District
915 Wilshire Boulevard, Suite 1109
Los Angeles, California 90017-3409

Subject: Biological Opinion on the Channel Islands/Port Hueneme Harbors Maintenance
Dredging Increased Quantity Project, Ventura County, California

Dear Maricris Lee:

This document transmits the U.S. Fish and Wildlife Service's (Service) biological opinion based on our review of the U.S. Army Corps of Engineers' (Corps) proposed Project, pursuant to section 404 of the Clean Water Act, of the Channel Islands/Port Hueneme Harbors Maintenance Dredging Increased Quantity Project (project) on the federally endangered California least tern (*Sterna antillarum browni*) and the federally threatened western snowy plover (*Charadrius nivosus nivosus*) and its critical habitat, in accordance with section 7 of the Endangered Species Act of 1973, as amended (Act) (16 U.S.C. 1531 et seq.). We received your August 24, 2022, request for formal consultation on August 24, 2022.

On July 5, 2022, the U.S. District Court of the Northern District Court of California vacated the 2019 regulations implementing section 7 of the Endangered Species Act. On September 21, 2022, the Ninth Circuit Court of Appeals granted a request to stay the U.S. District Court of Northern California's July 5, 2022, order that vacated the 2019 Act regulations. As a result, the 2019 regulations are again in effect, and the Service has relied upon the 2019 regulations in rendering this biological opinion. However, because the outcome of the legal challenges to the regulations is still unknown, we considered whether our substantive analyses and conclusions in this consultation would have been different if the pre-2019 regulations were applied. Our analysis included the prior definition of "effects of the action," among other prior terms and provisions. We considered all the "direct and indirect effects" and the "interrelated and interdependent activities" when determining the "effects of the action." As a result, we determined the substantive analysis and conclusions would have been the same, irrespective of which regulations applied.

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We have based this biological opinion on information that accompanied your August 24, 2022, request for consultation, including the biological assessment (Corps 2022), and previous documents in our files (Corps 2018a, 2018b; Service 2006a, 2012a, 2018)

Consultation History

On October 18, 2004, the Corps initiated formal consultation on maintenance dredging of the sand trap at Hollywood Beach because surveys conducted in the previous spring and summer found 51 pairs of California least tern and 5 pairs of western snowy plover had used the sand trap area for breeding and nesting. The Service issued a biological opinion (1-8-05-F-1) on October 21, 2004, that pertained only to dredging operations for the 2004/2005 cycle.

The Corps initiated formal consultation on April 14, 2006, for the next 5-year maintenance dredging cycle, 2006-2011. The Service issued a biological opinion on September 20, 2006 (1-8-06-F-22).

The Corps initiated formal consultation on July 30, 2012, for the next 6-year maintenance dredging cycle, 2012-2018. On September 10, 2012, the Service extended the time period covered by the 2006 biological opinion for this 6-year cycle.

The Corps initiated formal consultation on August 16, 2018, for the next 6-year maintenance dredging cycle, 2018-2024. On August 23, 2018, the Service issued an amendment to the 2006 biological opinion, as extended in 2012, that extended coverage for this 6-year cycle and included revised avoidance and minimization measures from the 2018 Environmental Assessment (Corps 2018a) and the implementation of a Biological Monitoring Contingency Plan should work need to be extended beyond March 1st in any given year due to minor delays from equipment failure or late-winter storms.

BIOLOGICAL OPINION

DESCRIPTION OF THE PROPOSED ACTION

Maintenance dredging of the Federal navigation channels and sand trap is conducted routinely at Channel Islands Harbor. The purpose of dredging is to maintain channel configurations, restore and assure safe navigability within the harbors, sustain current recreational opportunities, and provide materials for shoreline protection and beach replenishment.

In this proposed project, the Corps plan to use the existing project ([Service 2006, Service 2018] incorporated by reference) and authorized equipment and extend the duration and magnitude of the impact by removing an additional 0.5 million cubic yards of sand from the action area (Figure 1). This will be done by using a dredge and pipeline to remove 0.5 million cubic yards

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from the dredge template and place the sand on Hueneme Beach in winter 2023. The dredging action consists of dredging the entrance channel, sand traps, entrance basin, and inner basin (Figure 1). This proposed action will increase the sand placed on Hueneme Beach and other downcoast beaches, and avoid sand being lost to the adjacent submarine canyon. The action would occur once and would occur over a period of 4 weeks.

Measures Intended to Avoid, Minimize or Offset Effects of the Proposed Action

The following measures are included as part of the proposed action in order to avoid, minimize, or offset potential impacts. Measures 1-8 below are carried forward from the Environmental Assessment (Corps 2018a):

- 1) The Contractor will keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.
- 2) The Contractor will implement a Water Quality Monitoring Plan at the dredge and beach placement sites.
- 3) The dredge contractor will be required to have in place a Spill Prevention and Cleanup Plan that includes measures to prevent spills and to cleanup any spills that could occur.
- 4) All dredging and fill activities will remain within the boundaries specified in the plans. There will be no dumping of fill or material outside of the project area or within any adjacent aquatic community. This includes the restriction on placement in the nearshore area to depths greater than -10 feet mean lower low water.
- 5) The Contractor will keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife.
- 6) Dredging may begin as early as October 1. Should dredging extend past March 1 the following measures will be implemented:
 - a) The Corps will coordinate with concerned federal and state resource agencies concerning possible impacts to threatened or endangered species;
 - b) Beach placement will be limited to a diked, single-point placement site to minimize turbidity and grunion smothering;
- 7) The following avoidance and minimization measures will be implemented to ameliorate potential impacts from dredging and placement activities in the proposed action area:
 - a) The limits of the dredging and placement activities will be clearly marked to prevent heavy equipment from entering areas beyond the smallest footprint needed to complete the project;
 - b) Vehicles and all dredging activities will remain within the defined activity area and use only designated access points and staging areas;
 - c) The work area will be kept clean to avoid attracting predators. All food and trash will be disposed of in closed containers and removed from the project site;
 - d) No pets will be allowed on the construction site;
 - e) No dredging activities will be conducted in the sand trap area (adjacent to Hollywood Beach) during the shorebird/seabird nesting season (March 1 – September 30);

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- f) At all times a qualified snowy plover monitor will walk ahead of the vehicle(s) and equipment to assure that all snowy plovers are out of harm's way before the vehicle(s) or equipment can proceed. Qualified monitors will be those individuals who attend the on-site plover training that will be provided by the Ventura Port District and the Corps;
- g) If dredge material placement activities take place on Silver Strand and Hueneme Beaches during the nesting season (March 1 through September 30), measures described in the Biological Monitoring Contingency Plan (Appendix F) will be implemented;
- 8) Training will be provided to the Contractor personnel to review and ensure full understanding of all project environmental protection requirements. Training will include, but not limited to, methods of detecting and avoiding pollution, identification and avoidance measures for endangered species and notification requirements.

Proposed Dune Restoration

To offset potential impacts to western snowy plover designated critical habitat, the Corps proposes to restore 13.47 acres (1:1 impact restoration ratio) of foredune habitat adjacent to the action area as agreed to with the Service. The restoration effort will include beach grass (*Ammophilla* spp.) control to zero density, recontouring of sand dunes to approximate natural dune contours using heavy equipment, restoration of native beach species using plants or seeds, and manual removal of non-native plant species. The Corps will manage this area for a period of 5 years. Management activities will include installation and maintenance of native dune vegetation, manual removal of non-native plant species, strategic fencing, predator exclosures for shorebird protection, and other measures intended to protect any nesting or foraging activities that may occur in this area without significantly impacting authorized recreational beach use. The purpose of the restoration site is to provide comparable habitat function and value for the western snowy plover to offset the temporary and recurring loss of beach that would occur whenever the Corps excavates "sand trap D". At a minimum, weekly monitoring for California least tern and western snowy plover will occur during the proposed action and for 5 years post - dune restoration completion to verify the restoration site is fulfilling the purpose as stated above. Annual metrics monitoring of the dune restoration will occur for 5 years post - dune restoration completion to verify the restoration site will remain functional habitat for the intended species.

The final site selection and management strategy have not been completed by the Corps. Details of the restoration plan are in development with the Service, Ventura County and other stakeholders.

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Avoidance and minimization measures will be implemented for any restoration construction work taking place during California least tern and western snowy plover breeding seasons, as described below.

During implementation:

- 1) If vehicles are required to drive on Hollywood Beach, a biological monitor will be present to clear the path of any vehicles by walking ahead and verifying no birds are present. If birds are present the monitor will signal and stop vehicles.
- 2) If birds do not move out of vehicle traffic path, the biological monitor will attempt to guide vehicles on an alternate path to avoid grounding birds and walk ahead of vehicle to ensure the path is cleared while maintaining a minimum 50-yard buffer.



Figure 1. Map of action area, Hollywood Beach, California. Blue hatched area indicates area of potential slope failure due to projected dredging activity (Corps 2022).

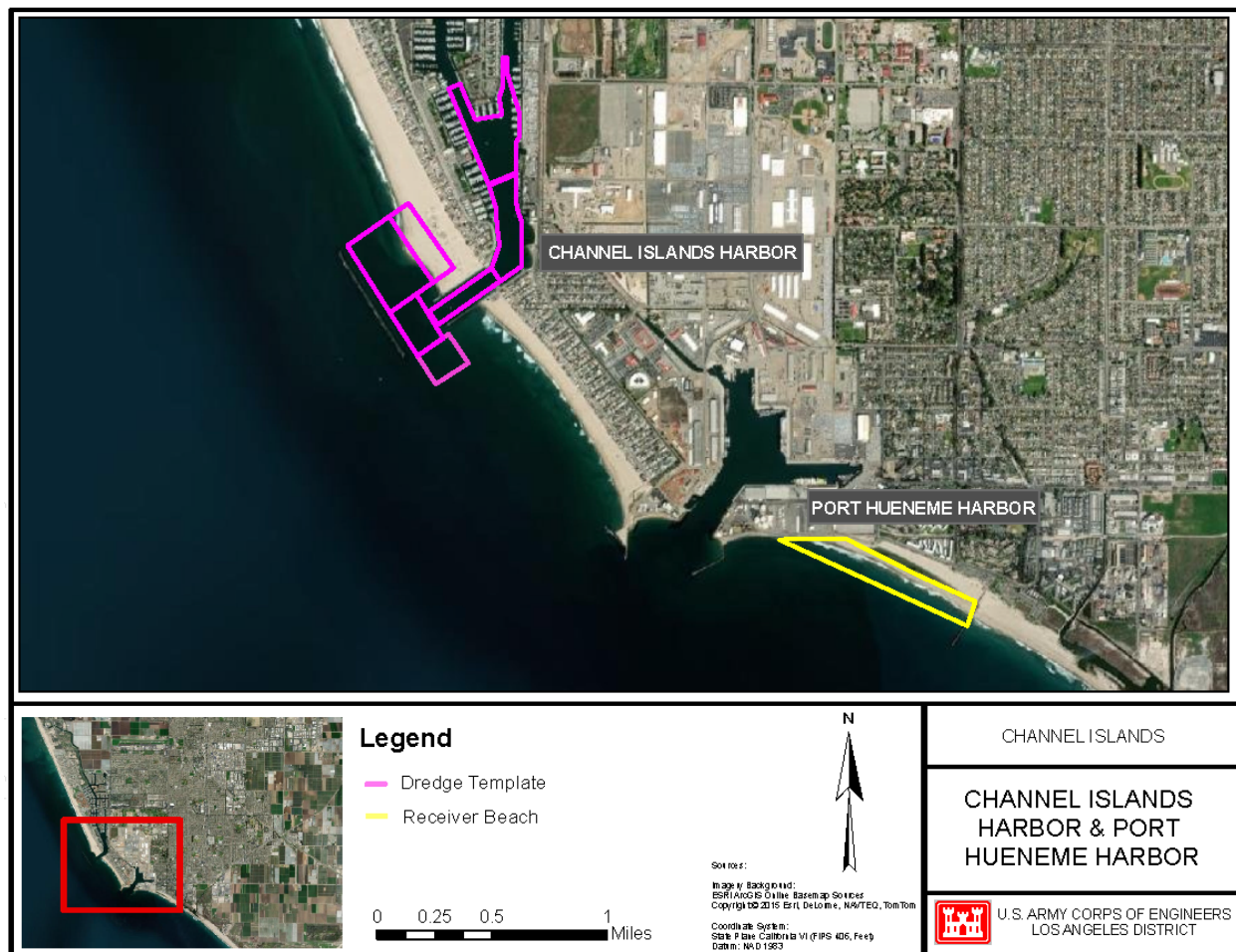


Figure 2. Channel Islands Harbor, California, with detached breakwater depicted in upper left, Port Hueneme and Hueneme beach in image center illustrating proximity between dredge area and receiver beach (Corps 2022).

ANALYTICAL FRAMEWORK FOR THE JEOPARDY AND ADVERSE MODIFICATION DETERMINATIONS

Jeopardy Determination

Section 7(a)(2) of the Act requires that Federal agencies ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of listed species. “Jeopardize the continued existence of” means “to engage in an action that reasonably would be expected, directly or indirectly, to reduce appreciably the likelihood of both the survival and recovery of a listed species in the wild by reducing the reproduction, numbers, or distribution of that species” (50 CFR 402.02).

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The jeopardy analysis in this biological opinion relies on four components: (1) the Status of the Species, which describes the current rangewide condition of the California least tern and western snowy plover, the factors responsible for that condition, and its survival and recovery needs; (2) the Environmental Baseline, which analyzes the condition of the California least tern and western snowy plover in the action area, the factors responsible for that condition, and the relationship of the action area to the survival and recovery of the California least tern and western snowy plover; (3) the Effects of the Action, which determines all consequences to the California least tern and western snowy plover caused by the proposed action that are reasonably certain to occur in the action area; and (4) the Cumulative Effects, which evaluates the effects of future, non-Federal activities, that are reasonably certain to occur in the action area, on the California least tern and western snowy plover.

In accordance with policy and regulation, the jeopardy determination is made by evaluating the effects of the proposed Federal action in the context of the current status of the California least tern and western snowy plover, taking into account any cumulative effects, to determine if implementation of the proposed action is likely to reduce appreciably the likelihood of both the survival and recovery of the California least tern and western snowy plover in the wild by reducing the reproduction, numbers, and distribution of that species.

Adverse Modification Determination

Section 7(a)(2) of the Act requires that Federal agencies ensure that any action they authorize, fund, or carry out is not likely to destroy or to adversely modify designated critical habitat. Destruction or adverse modification means a direct or indirect alteration that appreciably diminishes the value of critical habitat as a whole for the conservation of a listed species.

The destruction or adverse modification analysis in this biological opinion relies on four components: (1) the Status of Critical Habitat, which describes the rangewide condition of the critical habitat for the western snowy plover; (2) the Environmental Baseline, which evaluates the condition of the critical habitat in the action area, the factors responsible for that condition, and the recovery role of the critical habitat in the action area; (3) the Effects of the Action, which are all consequences to critical habitat caused by the proposed action that are reasonably certain to occur in the action area; and (4) Cumulative Effects, which evaluate the effects of future non-Federal activities in the action area that are reasonably certain to occur.

For the section 7(a)(2) determination regarding destruction or adverse modification, the Service begins by evaluating the effects of the proposed Federal action and the cumulative effects. The Service then examines those effects against the condition of all critical habitat described in the listing designation to determine if the proposed action's effects are likely to appreciably diminish the value of critical habitat as a whole for the conservation of the species.

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STATUS OF THE SPECIES AND CRITICAL HABITAT

California Least Tern

Legal Status

The Service listed the California least tern as endangered on June 2, 1970 (Service 1970). We issued a revised recovery plan for the species in 1985 (Service 1985) and 5-year status reviews in 2006 and 2020 (Service 2006, 2020). The Service has not designated critical habitat for the species.

Natural History

Foraging Behavior

California least terns forage in nearshore oceans, harbors, marina channels, tidal estuarine channels, and sheltered shallow bays (Atwood and Kelly 1984, pp. 35–36). Adults forage mostly within 2 miles of breeding colonies, and at many sites foraging is primarily in nearshore ocean waters less than 60 feet deep (Service 1985, p. 18). They feed on small fish that they catch by plunging into the water from flight. In a study of fish dropped by California least tern at 10 nesting areas, researchers found 49 species of fish, all individuals less than 1 year old. Northern anchovy (*Engraulis mordax*) and silverside species (Atherinidae) represented 67 percent of the total sample (Atwood and Kelly 1984, p. 38).

Breeding

California least terns are migratory colonial nesters, usually arriving in breeding areas by late April and departing in August (Massey 1974, pp. 6, 43). They exhibit a high degree of nest site fidelity from year to year. Individuals often return to breed where they previously bred successfully or to their natal sites (i.e., where they hatched) significantly more than one would predict if birds nested randomly (Atwood and Massey 1988, pp. 391–393). After the initial nesting period that begins on their arrival in April, a second wave of nesting may occur from mid-June to early August. These are mainly re-nests after initial failures and second-year birds nesting for the first time (Massey and Atwood 1981, p. 596).

Nesting California least terns usually occupy a sand-shell beach relatively free of plant growth (Massey 1974, p. 5). The nest is typically a shallow, round depression, constructed by a bird sitting and kicking its feet backwards while rotating its body. This may occur several times before the bird lays an egg (Massey 1974, pp. 10–11; Wolk 1974, p. 52). California least terns may use “sideways building” after scrape construction, which consists of the sitting bird reaching

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out with its bill to pick up additional nest material, such as small shells and shell fragments, and depositing them into the nest (Wolk 1974, p. 53).

Early in the breeding season, California least terns display night roosting behavior. Prior to incubation, they will sleep at night at varying distances from the nesting sites. Once incubation begins, birds roost at night on the nest. California least terns use roosting sites away from breeding colonies prior to egg laying, apparently for predator avoidance. By not sleeping within the colony until they lay eggs, they may delay nocturnal predators discovering the colony by 2 to 3 weeks (Service 1985, p. 7).

California least terns begin incubation after laying the first egg. Both parents participate in incubation, which lasts 20 to 25 days (Massey 1974, pp. 15–16). Clutch size ranges from one to three eggs, with two eggs being most common (Massey 1974, p. 13; Ehrlich et al. 1988, p. 186).

California least tern chicks are semi-precocial (capable of a high degree of independent activity from birth) and parents can feed small fish to chicks within hours of hatching (Massey 1974, p. 17; Ehrlich et al. 1988, p. 18). Chicks will begin leaving the nest in 1 to 2 days (Massey 1974, p. 17) and fledge at approximately 20 days. Juveniles and adults will fish, loaf, preen, and roost together for several weeks after fledging; adults will continue to feed juveniles during this period (Massey 1974, p. 20).

Wintering

California least terns leave nesting areas by August to spend winter months along the west coast of Baja California, the west coast of Mexico, and farther south, possibly from the Gulf of California to Guatemala (AOU 1957, p. 239; Service 1985, p. 17; Thompson et al. 1997, Distribution, Migration, and Habitat).

Rangewide Status

The historical breeding range of the California least tern extends along the Pacific coast from central California (Moss Landing) to southern Baja California (San Jose del Cabo). Observers documented potentially vagrant birds farther north in Alameda County, California (Grinnell and Miller 1944, p. 175; AOU 1957, p. 239). Since 1970, records of nesting sites extend from San Francisco Bay to Bahia de San Quintin, Baja California. The nesting range in California has been discontinuous, with most birds nesting in southern California from Santa Barbara County south through San Diego County (Service 1985, p. 3).

In 1969 and 1970, Craig (1971, pp. 1, 5) conducted breeding surveys in San Mateo, Orange, and San Diego Counties. Craig estimated 300 pairs at 15 sites in the 3 counties and made recommendations to prevent the extirpation of the California least tern in California, principally

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to protect existing sites from human disturbance and create new sites in areas protected from disturbance and development (Craig 1971, entire). In 1980, 1981, 1982, and 1983, the California least tern breeding population in California was approximately 890 to 1,215; 963 to 1,171; 1,015 to 1,245; and 1,180 to 1,299 pairs, respectively (Service 1985, p. 21). Several studies attributed fluctuations in the number of breeding pairs and productivity to the El Niño Southern Oscillation, which results in limited food availability (Massey et al. 1992, pp. 982–983; Caffrey 1995, p. 12; Robinette et al. 2015, pp. 5, 10, 21–52). The effects on California least terns after a severe El Niño event may last several years (Massey et al. 1992, pp. 976, 978, 982).

Surveys have become more standardized and frequent since the 1990s (Sin 2021, p. 5). Sin reported 4,097 to 5,598 breeding pairs across 45 nesting sites in California over the 2017 breeding season (Sin 2021, p. 3). Six sites contained most of the breeding activity in California during the 2017 season: Camp Pendleton, Naval Base Coronado, Batiquitos, Point Mugu, Huntington, and Alameda Point (Sin 2021, p. 3), a trend consistently observed in previous years (Frost 2016, p. 12; 2017, p. 11). These 6 sites represented 75 percent of the state nest total and contributed 65 percent of California's fledgling production. The California Department of Fish and Wildlife (CDFW) provides annual reports of nesting California least terns in California; reports include numbers of breeding pairs, nesting sites, and fledglings to breeding pair ratios (Table 1).

Table 1. Numbers of California least tern breeding pairs and nesting sites across California; data compiled from CDFW reports (Craig, 1971, p. 1; Bender 1974a, p. 1, b, p. 1; Johnston and Obst 1992, pp. 3, 6; Obst and Johnston 1992, pp. 3, 5; Caffrey 1993, p. 2, 1994, p. 2, 1995, p. 3, 1997, p. 3, 1998, p. 3; Keane 1998, p. 3, 2000, p. 3, 2001, p. 5; Patton 2002, p. 3; Marschalek 2005, p. 3, 2006, p. 3, 2007, p. 3, 2008, p. 3, 2009, p. 3, 2010, p. 3, 2011, p. 3, 2012, p. 3; Frost 2013, p. 3, 2015, p. 3, 2016, p. 3, 2017, p. 3; Sin 2021, p. 3).

<i>Year</i>	<i>Approximate Number of Breeding Pairs</i>	<i>Number of Nesting Sites</i>
2017	4,097–5,598	45
2016	3,989–4,661	42
2015	4,202–5,295	41
2014	4,232–5,786	41
2012	4,293–6,421	41
2011	4,826–6,108	40
2010	6,437–6,699	41
2009	7,130–7,352	41
2008	8,223–8,226	36
2007	6,744–6,989	35
2006	7,006–7,293	31
2005	6,865–7,341	28
2004	6,354–6,805	32
2000	4,521–4,790	37
1999	3,451–3,674	36
1998	4,141–4,182	30
1997	4,017	38
1996	3,330–3,392	35
1995	2,585–2,611	37
1994	2,792	36
1993	2,400	35
1992	2,106	38
1991	1,830	26
1990	1,706	28
1974	582	20
1973	624	19
1969–1970	300	15

Recovery and Threats

The primary goals outlined in the 1985 recovery plan are to prevent extinction and return the California least tern population to a stable, non-endangered status. We state the Service may consider reclassification to threatened status if 1,200 breeding pairs in California occur in 15 secure management areas with a 3-year mean reproduction rate of 1.0 (one fledgling per breeding pair) (Service 1985, p. 26). We also state the Service may consider delisting if the

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population reaches 1,200 breeding pairs distributed in at least 20 of 23 coastal management areas with the following provisions:

- 1) Sufficient habitat to support at least one viable colony (consisting of a minimum of 20 breeding pairs with a 5-year mean reproductive rate of at least 1.0 young fledged per year, per breeding pair) at each of the 20 coastal management areas managed to conserve California least terns (which must include San Francisco Bay, Mission Bay, and San Diego Bay); and
- 2) Assured land ownership and management objectives for future habitat management for the benefit of California least terns, and assessment of the security and status of Baja California colonies for incorporation into recovery objectives (Service 1985, pp. 25–26).

The breeding population of California least terns currently exceeds Objective 1. The estimated number of California least tern breeding pairs has increased from approximately 624 pairs in 1973 to a peak of approximately 7,100 pairs in 2009. The number of breeding pairs has dropped in the past few years from the peak to estimates of 3,989 pairs in 2016 and 4,097 pairs in 2017. In the 2006 5-year Review, we acknowledged the species had far exceeded this population objective (Service 2006, p. 3).

Objective 2 does not identify explicitly specific threats to alleviate but rather is a proxy for whether there is a reduction in threats to reproduction and fecundity. In the 2006 5-year review, we concluded that based on the population data at that time, the Service could likely consider the species recovered without meeting this goal (Service 2006, p. 5), as the sharp growth in pairs had occurred while estimated fledgling rates were below 1.0 fledglings per pair. Objective 2 utilizes this same definition of viability for secure nesting site requirements, though it is unclear from the recovery criteria if sites must maintain this level of viability for 3 or 5 years (Service 1985, pp. 25–26).

Overall, progress is being made toward satisfying the recovery criteria. However, as we concluded in the 2006 5-year review and based on recent data, we should revise the recovery plan and update it to provide threats-based recovery criteria and address the other shortcomings of the recovery plan. Areas of the plan that need updating include inclusion of Mexico populations of California least terns, further analysis of the fledgling per pair ratio, and future impacts from a changing climate, such as sea level rise (Service 2020, p. 62).

In the five-factor analysis in our 2020 5-year status review, we found that rising sea levels as a result of climate change (Factor A) may in the future pose a substantial threat to nesting habitat of the California least tern; that predation (Factor C) continues to threaten the California least tern (this threat is reduced, though not eliminated, by predator management conducted at the majority of active colonies, and predator management is confounded when the predator is a protected species); that food availability (Factor E) poses a threat to California least terns though

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its impact varies from year to year with an uncertain overall magnitude; and that cumulative impacts of food availability, predation, and destruction of nesting habitat together pose a substantial threat to the persistence of the California least tern, although management at a majority of the U.S. nesting sites helps to reduce the impact of these combined threats. Though there are few data available on nesting areas in Mexico, lack of legal protection and conservation measures result in a higher degree of threats attributable for nesting California least terns than in the United States (Service 2020, p. 69).

While the California least tern has met the population size recommended in the recovery plan for downlisting, the population has been recently declining and exhibiting poor reproductive success, and multiple ongoing threats continue to impact the species. Primary threats include ongoing habitat loss and degradation attributed to perpetual human disturbance, urban development, introduced beachgrass and expanding predator populations. Therefore, we determined that current information does not support reclassifying the California least tern at this time. Additional information on threats, management techniques, and current population models should be obtained before reassessing the taxon again in the future (Service 2020, p. 70).

Western Snowy Plover

Legal Status

The Service listed the Pacific coast population of the western snowy plover as threatened on March 5, 1993 (58 FR 12864). We designated critical habitat in 1999 (64 FR 68508 68544) and redesignated it in 2005 (70 FR 56970 57119). In 2012, we issued a revised critical habitat designation which included a change in taxonomic nomenclature (Service 2012b, 77 FR 36727 36869). We completed a 5-year status review in 2006 and 2019 (Service 2006c, 2019), and issued a recovery plan in August 2007 (Service 2007).

Natural History

The western snowy plover is a small shorebird in the family Charadriidae, a subspecies of the snowy plover (*Charadrius nivosus*). It is pale gray-brown above and white below, with a white collar on the hind neck and dark patches on the lateral breast, forehead, and behind the eyes. The bill and legs are black.

Foraging Behavior

Western snowy plovers are primarily visual foragers, using the run-stop-peck method of feeding typical of most plover species. They forage on invertebrates in the wet sand and amongst surf-cast kelp within the intertidal zone, in dry sand areas above the high tide, on salt pans, on spoil

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sites, and along the edges of salt marshes, salt ponds, and lagoons. They sometimes probe for prey in the sand and pick insects from low-growing plants (Service 2007, pp. 17–18).

Breeding

The Pacific coast population of the western snowy plover breeds primarily on coastal beaches from southern Washington to southern Baja California, Mexico. The main coastal habitats for nesting include sand spits, dune-backed beaches, beaches at creek and river mouths, and saltpans at lagoons and estuaries (Wilson 1980, p. 23; Page and Stenzel 1981, p. 12). Western snowy plovers nest less commonly on bluff-backed beaches, dredged material disposal sites, salt pond levees, dry salt ponds, and gravel river bars (Wilson 1980, p. 9; Page and Stenzel 1981, pp. 12, 26; Tuttle et al. 1997, pp. 1–3; Powell et al. 2002, pp. 156, 158, 164).

Their nests consist of a shallow scrape or depression, sometimes lined with beach debris (e.g., small pebbles, shell fragments, plant debris, and mud chips). As incubation progresses, western snowy plovers may add to and increase the nest lining. Driftwood, kelp, and dune plants provide cover for chicks that crouch near objects to hide from predators. Because invertebrates often occur near debris, driftwood and kelp are also important for harboring western snowy plover food sources (Page et al. 2009a, Breeding).

Along the west coast of the United States, the nesting season of the western snowy plover extends from early March through late September. The breeding season may be 2 to 4 weeks earlier in southern California than in Oregon and Washington. Fledging (reaching flying age) of late-season broods may extend into the third week of September throughout the breeding range (Service 2007, p. 11).

The approximate periods required for western snowy plover nesting events are: 3 days to more than a month for scrape construction (in conjunction with courtship and mating), usually 4 to 5 days for egg laying, and incubation averaging 28.4 days in the early season (before May 8) to 26.9 days in the late season (Warriner et al. 1986, pp. 23–24). The usual clutch size is three eggs with a range from two to six (Page et al. 2009a, Breeding). Both sexes incubate the eggs, with the female tending to incubate during the day and the male at night (Warriner et al. 1986, pp. 24–25). Adult western snowy plovers frequently will attempt to lure people and predators from hatching eggs and chicks with alarm calls and distraction displays.

Western snowy plover chicks are precocial, leaving the nest with their parents within hours after hatching (Service 2007, p. 14). They are not able to fly for approximately 1 month after hatching; fledging requires 29 to 33 days (Warriner et al. 1986, p. 26). Broods rarely remain in the nesting area until fledging (Warriner et al. 1986, p. 28; Lauten et al. 2010, p. 10). Casler et al. (1993, pp. 6, 11–12) reported broods would generally remain within a 1-mile radius of their nesting area; however, in some cases would travel as far as 4 miles.

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Wintering

In winter, western snowy plovers are found on many of the beaches used for nesting, as well as beaches where they do not nest. They also occur in man-made salt ponds and on estuarine sand and mud flats. In California, the majority of wintering western snowy plovers concentrate on sand spits and dune-backed beaches. Some also occur on urban and bluff-backed beaches, which they rarely use for nesting (Page and Stenzel 1981, p. 12; Page et al. 1986, p. 148). South of San Mateo County, California, wintering western snowy plovers also use pocket beaches at the mouths of creeks and rivers on otherwise rocky (Page et al. 1986, p. 148). Western snowy plovers forage in loose flocks. Roosting western snowy plovers will sit in depressions in the sand made by footprints and vehicle tracks, or in the lee of kelp, driftwood, or low dunes in wide areas of beaches (Page et al. 2009b, Behavior). Sitting behind debris or in depressions provides some shelter from the wind and may make the birds more difficult for predators to detect.

Rangewide Status

Historical records indicate that nesting western snowy plovers were once more widely distributed and abundant in coastal Washington, Oregon, and California (Service 2007, p. 21). In Washington, western snowy plovers formerly nested at five coastal locations (Washington Department of Fish and Wildlife 1995, p. 14) and at over 20 sites on the coast of Oregon (Service 2007, p. 24). In California, by the late 1970s, nesting western snowy plovers were absent from 33 of 53 locations with breeding records prior to 1970 (Page and Stenzel 1981, p. 27).

The first quantitative data on the abundance of western snowy plovers along the California coast came from window surveys conducted during the 1977 to 1980 breeding seasons by Point Reyes Bird Observatory (Page and Stenzel 1981, p. 1). Observers recorded an estimated 1,593 adult western snowy plovers during these pioneering surveys. The results of the surveys suggested that the western snowy plover had disappeared from significant parts of its coastal California breeding range by 1980 (Service 2007, p. 27).

Breeding season and winter window survey data from 2005 to 2017 includes approximately 250 sites in Washington, Oregon, and California, with the majority of the sites located in California. In California, 1,807 western snowy plovers were counted during the 2016 breeding window survey, and 3,802 western snowy plovers were counted during the 2016 to 2017 winter window survey (Service 2016, 2017). Across the Pacific coast range, the 2016 breeding window survey estimated 2,284 western snowy plovers, and the 2016 to 2017 winter window survey estimated 4,214 western snowy plovers in Washington, Oregon, and California (Service 2016, 2017). These numbers demonstrate that a large percentage of all western snowy plovers in the Pacific coast range were counted in California during both winter and breeding window surveys.

¹ This number likely includes wintering inland birds that are not part of the listed Pacific coast population.

Table 2. Pacific Coast western snowy plover breeding window survey results, in descending order 2019 to 2005, for each recovery unit (RU1 through RU6) and the U.S. Pacific coast (excludes the Baja California peninsula). All counts are breeding age adults and are uncorrected (raw). Recovery Units are RU1: Washington and Oregon; RU2: Northern California; RU3: San Francisco Bay; RU4: Monterey Bay area; RU5: San Luis Obispo area; RU6: San Diego area (Service 2019, p. 3).

<i>Year</i>	<i>RU1-</i>	<i>RU2</i>	<i>RU3</i>	<i>RU4</i>	<i>RU5</i>	<i>RU-6</i>	<i>TOTAL (U.S. Pacific Coast)</i>
2019	479	41	190	303	807	397	2,217
2018	402	52	235	361	874	451	2,375
2017	342	56	246	369	856	464	2,333
2016	477	46	202	366	820	373	2,284
2015	340	38	195	348	963	376	2,260
2014	269	27	178	374	822	346	2,016
2013	260	23	202	261	754	326	1,826
2012	234	21	147	324	771	358	1,855
2011	202	28	249	311	796	331	1,917
2010	196	19	275	298	686	311	1,785
2009	182	15	147	279	707	257	1,587
2008	147	18	133	257	717	269	1,541
2007	175	26	207	270	676	183	1,537
2006	158	45	102	357	917	298	1,877
2005	137	41	124	337	969	209	1,817

Critical Habitat

The phrases “primary constituent elements” (PCEs) and “physical and biological features” (PBFs) are synonymous. Critical habitat rules published before February 11, 2016, used the term PCE, while critical habitat rules published after that date use the term PBF. In cases where a critical habitat rule numbers PCEs specifically (e.g., PCE-1, PCE 1), we will use the terms as defined in the critical habitat designation to avoid confusion.

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The current critical habitat designation (77 FR 36727) includes 60 units totaling 24,527 acres in Washington, Oregon, and California. The primary constituent elements (PCEs) of critical habitat (77 FR 367474) for the western snowy plover include sandy beaches, dune systems immediately inland of an active beach face, salt flats, mud flats, seasonally exposed gravel bars, artificial salt ponds and adjoining levees, and dredge spoil sites, with:

- 1) Areas that are below heavily vegetated areas or developed areas and above the daily high tides;
- 2) Shoreline habitat areas for feeding, with no or very sparse vegetation, that are between the annual low tide or low water flow and annual high tide or high water flow, subject to inundation but not constantly under water, that support small invertebrates, such as crabs, worms, flies, beetles, spiders, sand hoppers, clams, and ostracods, that are essential food sources;
- 3) Surf- or water-deposited organic debris, such as seaweed (including kelp and eelgrass) or driftwood located on open substrates that supports and attracts small invertebrates described in PCE 2 for food, and provides cover or shelter from predators and weather, and assists in avoidance of detection (crypsis) for nests, chicks, and incubating adults; and
- 4) Minimal disturbance from the presence of humans, pets, vehicles, or human-attracted predators, which provide relatively undisturbed areas for individual and population growth and or normal behavior.

Recovery and Threats

The primary objective of the recovery plan (Service 2007, p. vi) is to remove the Pacific coast population of the western snowy plover from the list of endangered and threatened wildlife and plants by:

- 1) Increasing population numbers distributed across the range of the Pacific coast population of the western snowy plover;
- 2) Conducting intensive ongoing management for the species and its habitat and developing mechanisms to ensure management in perpetuity; and
- 3) Monitoring western snowy plover populations and threats to determine success of recovery actions and refine management actions.

Delisting criteria for the Pacific coast population of the western snowy plover are outlined below (Service 2007, p. vii):

- 1) An average of 3,000 breeding adults has been maintained for 10 years, distributed among 6 recovery units as follows: Washington and Oregon, 250 breeding adults; Del Norte to Mendocino Counties, California, 150 breeding adults; San Francisco Bay, California, 500 breeding adults; Sonoma to Monterey Counties, California, 400 breeding adults; San Luis

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Obispo to Ventura Counties, California, 1,200 breeding adults; and Los Angeles to San Diego Counties, California, 500 breeding adults. This criterion also includes implementing monitoring of site-specific threats, incorporation of management activities into management plans to ameliorate or eliminate those threats, completion of research necessary to modify management and monitoring actions, and development of a post-delisting monitoring plan.

- 2) A yearly average productivity of at least one (1.0) fledged chick per male has been maintained in each recovery unit in the last 5 years prior to delisting.
- 3) Mechanisms have been developed and implemented to assure long-term protection and management of breeding, wintering, and migration areas to maintain the subpopulation sizes and average productivity specified in Criteria 1 and 2. These mechanisms include establishment of recovery unit working groups, development and implementation of participation plans, development and implementation of management plans for Federal and State lands, protection and management of private lands, and public outreach and education.

Our current estimate (2,217 breeding adults) remains below the population size of 3,000 birds listed as a recovery objective in the recovery plan (Service 2007), although some local population sizes have surpassed recovery objectives for some areas (e.g., Monterey Bay, Oregon-Washington). Yearly average productivity (Criterion 2; number of fledglings/per male) are not compiled annually for the entire U.S. Pacific coast; however, the best available information indicates that the yearly average productivity has not been met (Service 2019, p. 6).

Threats to the western snowy plover include widespread habitat loss and degradation attributed to human disturbance, urban development, introduced beachgrass, and expanding predator populations. Efforts to improve habitat at current and historical breeding beaches, and efforts to reduce the impacts of human recreation and predation on nesting plovers, have improved plover numbers. Active vegetation and predator management and habitat restoration should be continued. Because of active management efforts, including increased monitoring, use of predator exclosures at some sites, predator management, and expanded beach closures, western snowy plover population numbers have increased at some locations. However, despite active vegetation and predator management, ongoing and projected changes in sea level and climate is expected to affect coastal habitat suitability, nest survival, overwinter survivorship, and quality of nesting and roosting habitats (Service 2019, p. 7).

Western Snowy Plover Critical Habitat

The final rule for western snowy plover critical habitat describes the physical and biological attributes that are essential to the conservation of the species, activities that could adversely affect critical habitat areas, and the specific areas designated as critical habitat. Hollywood

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Beach is included in critical habitat unit CA 19 (Oxnard Lowlands), subunit CA 19A (Mandalay Beach to Santa Clara River) and extends into the proposed action area of this project (Figure 1).

The primary constituent elements of critical habitat for the western snowy plover have been defined as those habitat components that are essential for the primary biological needs of foraging, nesting, rearing of young, roosting, and dispersal, or the capacity to develop those habitat components. The constituent elements are found in areas that support or have the potential to support intertidal beaches, associated dune systems, and estuaries. Important components of the beach/dune/estuarine ecosystem include surf-cast kelp, sparsely vegetated foredunes, interdunal flats, spits, washover areas, blowouts, intertidal flats, salt flats, and flat rocky outcrops. Several of these components (sparse vegetation, salt flats) are mimicked in artificial habitat types used less commonly by western snowy plovers (i.e., dredge spoil sites, salt ponds, and adjoining levees). The suitability of areas containing the features listed above is also contingent upon isolation from human disturbance and predation. These attributes are considered essential to the conservation of the coastal population of the western snowy plover (70 FR 56970).

ENVIRONMENTAL BASELINE

The implementing regulations for section 7(a)(2) (50 CFR 402.02) define the environmental baseline as “the condition of the listed species or its designated critical habitat in the action area, without the consequences to the listed species or designated critical habitat caused by the proposed action. The environmental baseline includes the past and present impacts of all Federal, State, or private actions and other human activities in the action area, the anticipated impacts of all proposed Federal projects in the action area that have already undergone formal or early section 7 consultation, and the impact of State or private actions which are contemporaneous with the consultation in process. The consequences to listed species or designated critical habitat from ongoing agency activities or existing agency facilities that are not within the agency’s discretion to modify are part of the environmental baseline.”

Action Area

The implementing regulations for section 7(a)(2) of the Act (50 CFR 402.02) define the “action area” as all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action. The action area for this biological opinion is the Channel Islands Harbor federal dredge template, Hollywood Beach, including potential impact area immediately adjacent to the dredge template due to slope failure of the dredge cut boundaries, the potential restoration area and Hueneme Beach. The entire action area encompasses approximately 60 acres and will depend on the amount of submerged emerged material accepted by the receiver area. Of that, 60 acres, the action may impact 26.94 acres of habitat used by listed species. The potential impact area is 200 feet on each side of sand trap area D (Figure 1). This

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200-foot buffer is the coastal engineering projection of potential impacts due to the increased dredge quantity, comprising 10 acres. (Figures 1 and 2). The receiver beach of the dredged material is Hueneme Beach, a southern downcoast beach and adjacent to Point Mugu. The beach is constructed during bi-annual dredge cycles. Listed species and habitat are not known to occur in that area. The additional quantity of sand dredged will be reciprocally placed onto Hueneme Beach (Figure 2).

Hollywood Beach is located in the city of Oxnard and is adjacent to Channel Islands Harbor. Harbor structural features consist of a detached breakwater, entrance jetties, and an entrance channel leading to the harbor interior. The offshore detached breakwater and entrance jetties form a sand trap. A series of sand dunes ranging from 2 to 7 feet tall are located on northeast border of the sand trap. The sand dunes, the harbor jetty, and the shoreline leave the sand trap area relatively isolated from human activity compared to the rest of the beach. This makes the sand trap area proposed for dredging an ideal breeding location for the California least tern and western snowy plover.

Approximately 13.47 acres of the sand trap area at Hollywood Beach lie within unit CA-19A of western snowy plover designated critical habitat (70 FR 56970).

Habitat Characteristics of the Action Area

The action area includes open water and sandy beaches, and dune systems immediately inland of an active beach face with areas that are below heavily vegetated areas or developed areas and above the daily high tides. There is shoreline habitat for feeding, with no or very sparse vegetation, that are between the annual low tide or low-water flow, subject to inundation but not constantly under water, that supports small invertebrates, such as crabs, worms, flies, beetles, spiders, sand hoppers, clams, and ostracods, that are essential food sources. Surf- or water-deposited organic debris, such as seaweed or driftwood are routinely located on open substrates that supports and attracts small invertebrates for food, and provides cover or shelter from predators and weather, and assists in avoidance of detection for nests, chicks, and incubating adults.

Beach grass (*Ammophila breviligulata*) is present in the restoration site. This species provides high cover for predators and its presence may increase predation risk to shorebirds.

Existing Conditions in the Action Area

Maintenance dredging is routinely conducted within the dredge template at Channel Island Harbor (Figure 1). The required dredging is accomplished in biennial dredging cycles. Each dredging cycle has removed up to 2.0 million cubic yards of material from the Channel Islands Harbor dredge template. To avoid potential direct impacts on protected federal trust resources,

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no dredging activity is conducted in the sand trap area, adjacent to Hollywood Beach, from March 1 through September 30.

By the end of each two-year dredge cycle, sand builds up in the sand trap extending the existing beach, sand buildup has narrowed the channel into Channel Islands Harbor, and the down coast beaches have lost sand. The northern end of Hueneme Beach erodes back to the revetment fronting city property. The dredging cycle is maintained at two years to provide the maximum benefit with minimum environmental impacts.

Figure 3 illustrates the dynamic nature of beachfront in the sand trap both within and between dredge cycles. Sand builds up in the off-dredge years according to littoral and cross shore deposition (yellow dashed line) and is subsequently dredged out the following year. The amount dredged out is dependent on quantity of available sand and the amount of funding designated for that year's dredge cycle.

Humans frequently recreate on the beach surrounding the action area and sometimes dogs are present. The primary constituent elements for the western snowy plover within the project area include the presence of surf-cast kelp, sparsely vegetated foredunes, interdunal flats, spits, washover areas, and intertidal flats. Currently, much of unit CA-19A is subject to beach grooming conducted by the County of Ventura Harbor District, which removes surf-cast kelp, vegetation, and re-contours foredunes on a periodic basis. Additionally, this unit is subject to disturbance from human recreational use on a regular basis. According to information provided in the critical habitat designation (70 FR 56970), the role of this unit in the conservation of the western snowy plover consists of providing wintering and nesting habitat.

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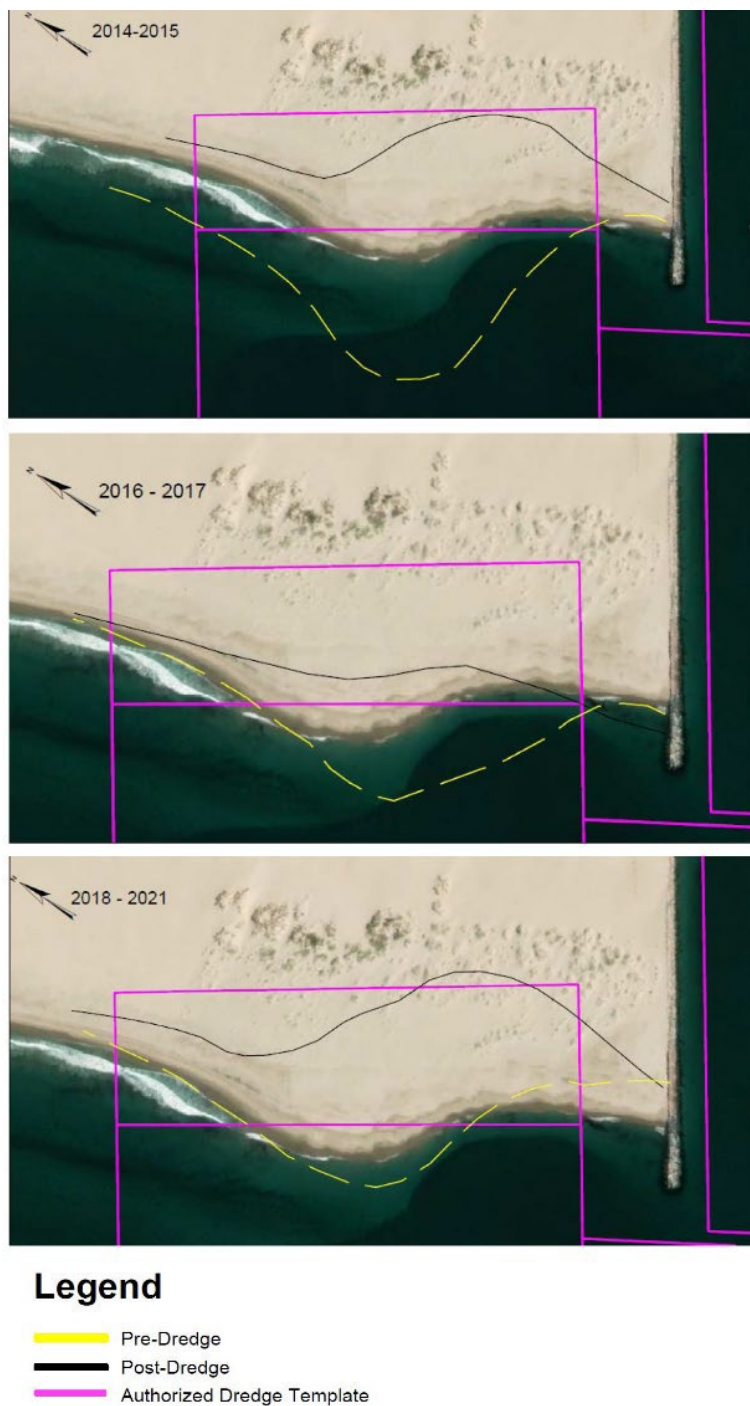


Figure 3. Aerial images of sand trap accretion and erosion including slope failure and sloughing over the last three dredge cycles, Hollywood Beach, California. Authorized dredge template is overlaid to illustrate the extent of beachfront buildup and retreat (Corps 2022).

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Condition (Status) of the Species in the Action Area

California least tern

California least tern utilize Hollywood Beach and the component sand traps. California least tern demonstrate site fidelity to previous nesting areas and have reoccupied the sand trap in off-dredge years when the sand trap beach has built up (Figure 4). Specifically, the last years that least terns attempted to nest at Hollywood beach were 2013 and 2014, when dredging did not occur, and the sand trap beach was much larger than in dredge years. In 2013 and 2014, 209 and 120 nests were initiated, and 31 and 29 fledglings were observed in each respective year (Barringer 2013,2014). Since dredging resumed in 2015, terns have not been known to nest at Hollywood beach. Use of the site has continued but nesting has not occurred (Barringer 2021).

Recovery

The action area is identified in the recovery plan, is designated breeding habitat, and terns have historically bred on Hollywood Beach. Nests were typically discovered next to or within the action area when Corps did not dredge in the previous winter, which is inclusive of the only preferred habitat on the beach (i.e. native plants; Figure 4). Degradation of the habitat and the potential losses of nesting habitat may impede the recovery of the California least tern. The lack of nesting behavior on Hollywood Beach since 2014 is evidence of the potential impact of this project on recovery.

Western snowy plover

Weekly surveys conducted since 2003 indicate the area provides important migrating, nesting, foraging, resting and winter roosting western snowy plover habitat (Barringer 2021). Western snowy plovers are regularly observed in within and surrounding the action area (Figures 5 and 6). The number of nests initiated at Hollywood Beach was 3 to 4 times greater in 2013 and 2014 (27-30 nests) when the dredging had not occurred for 2 and 3 years respectively, and when the sand trap beach was much larger than in dredge years. When dredging resumed in 2015 nesting attempts declined (5-10 nests; Figure 7).

Recovery

The action area is in western snowy plover Recovery Unit 5 of the recovery plan and is designated breeding and over-wintering habitat. Western snowy plovers have attempted to breed on Hollywood Beach each year between 2003-2022 (Barringer 2021, p. 10, Hartley and Barringer 2022, p. 6). Nests are typically discovered next to or within the action area, which is inclusive of the only preferred habitat on the beach (i.e. native plants; Figures 5 and 6). Recent data show that an increasing number of birds are attempting to nest to the west of the action area

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on unvegetated beach that lack food resources (Barringer 2021 p. 10). This may be due to reoccurring disturbances occurring next to or within the action area.

Monitoring data indicate that the area may provide important connectivity habitat between northern and southern populations of western snowy plover in October - March. Banded birds sighted in and around the action area during winter surveys primarily originated from Monterey County, Humboldt County, and Oregon state (Barringer 2021, p. 9). The continuous/repeating degradation of the habitat and the potential losses of wintering and nesting habitat may impact the recovery of the western snowy plover.



Figure 4. California least tern nest sites 2013-2021 on Hollywood Beach, California (Barringer 2020).

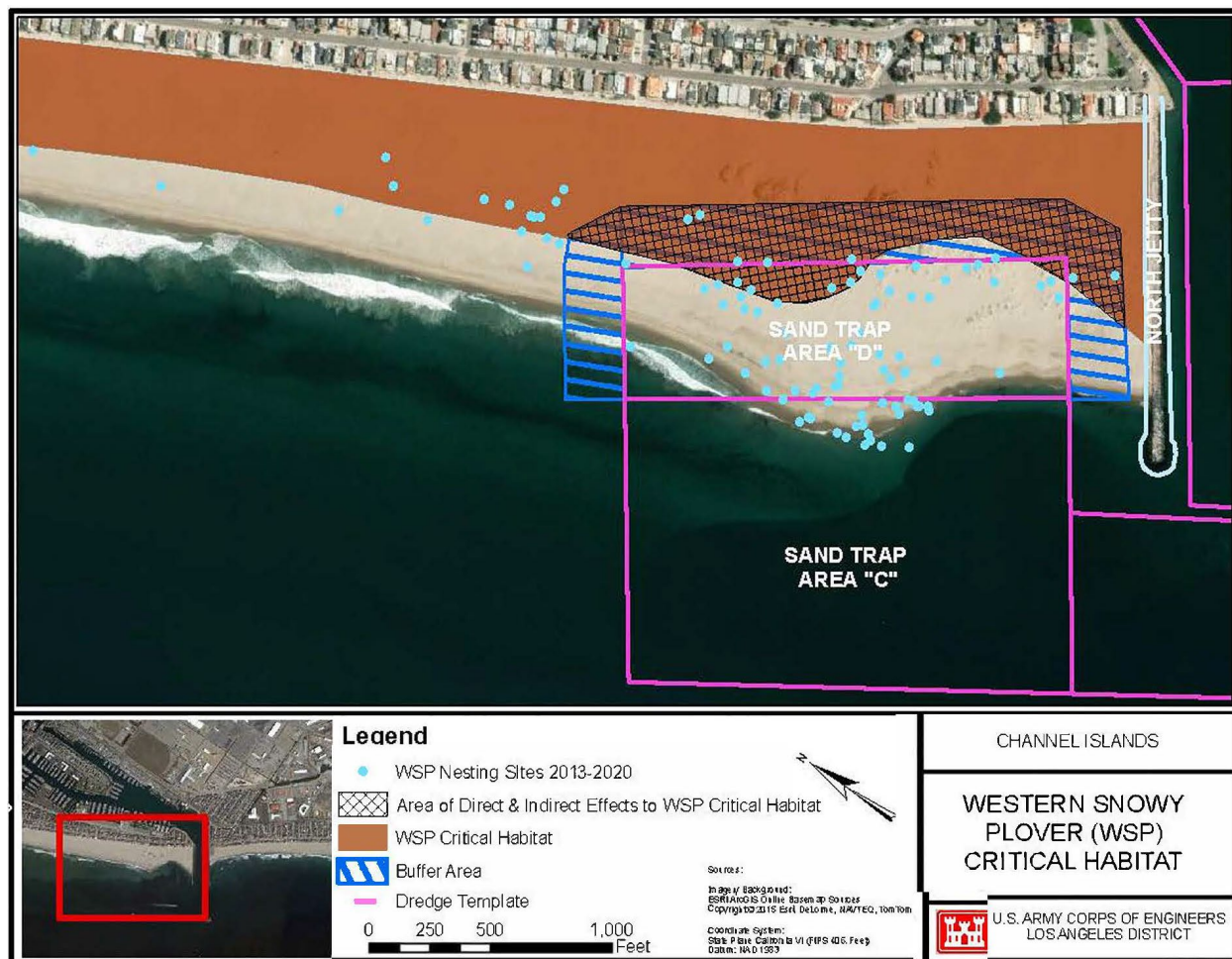


Figure 5. Map illustrating the overlap of the dredge impact area with western snowy plover critical habitat and western snowy plover nest sites from 2013-2020, Hollywood Beach, California.

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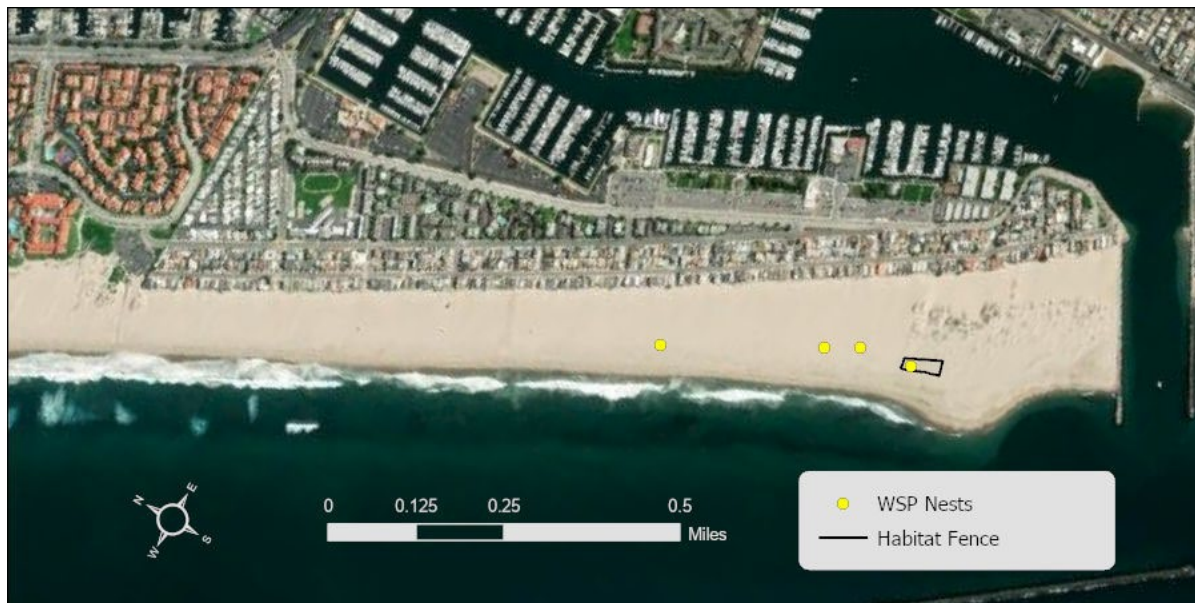


Figure 6. Map illustrating western snowy plover nest sites detected May-June 2022, Hollywood Beach, California (Hartley and Barringer 2022).

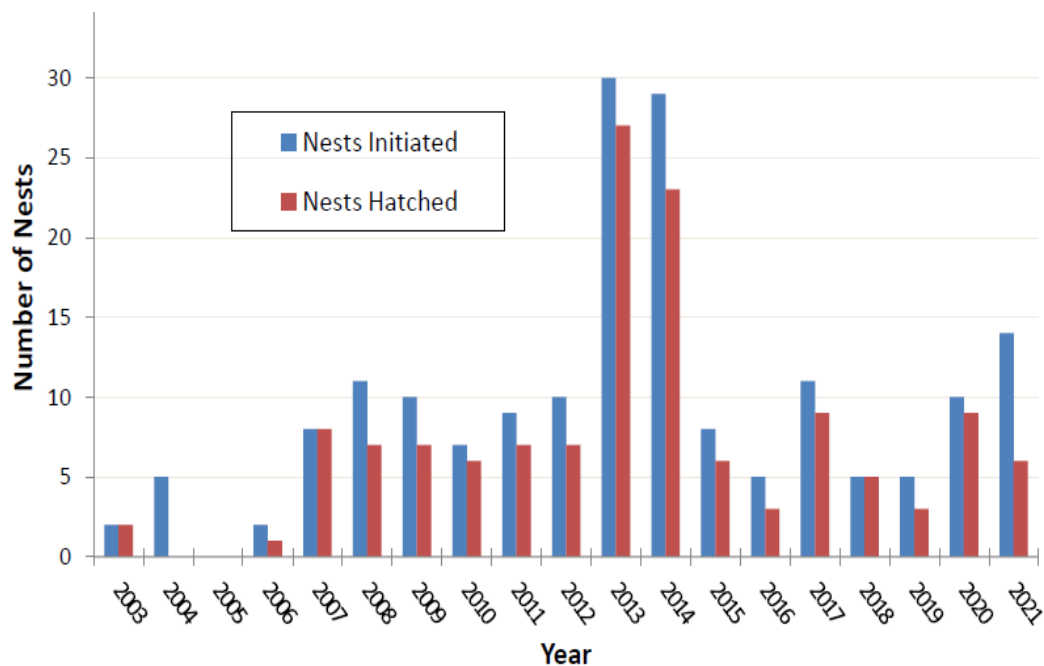


Figure 7. Hollywood Beach, California western snowy plover nest attempts and success 2003-2021 (Barringer 2021).

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Condition (Status) of Critical Habitat in the Action Area

Portions of Hollywood Beach are designated as western snowy plover critical habitat and contain the supporting physical and biological features (PBFs) essential to western snowy plover conservation. The historical dredging activity affects critical habitat function, such that habitat quality varies depending on quantity of material dredged, prevailing cross-shore sediment transport and whether the sand trap has been dredged during the dredge cycle (Figure 3).

EFFECTS OF THE ACTION

The implementing regulations for section 7(a)(2) define effects of the action as “all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action” (50 CFR 402.02).

In conducting this analysis, we have considered factors such as previous consultations, Federal Register rules, National Environmental Policy Act documents, published scientific studies and literature, professional expertise of Service personnel, in determining whether effects are reasonably certain to occur. We have also determined that certain consequences are not caused by the proposed action, such as the increase or spread of disease, poaching, or collecting, because they are so remote in time, or geographically remote, or separated by a lengthy causal chain, so as to make those consequences not reasonably certain to occur.

Effects of the Proposed Action on the California Least Tern

Effects in September through February

California least terns are not expected to be in the action area while project activities are taking place because they are typically absent from California breeding sites between September and February.

Beach Disturbance Effects

The increased dredge quantity removed in this project may result in increased loss of potential breeding and roosting habitat for California least tern when they return to breeding sites in March. Specifically, additional material taken from Sand trap “D” may reduce the size of the beach more than is typically done in bi-annual dredge cycles (Figure 3).

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The species exhibits high nest site fidelity and have attempted to breed in the action area in the past (Figure 4). The action area and immediate surrounding area contains the only native vegetation on Hollywood Beach and is historically the preferred nesting area. Disturbance of this area, including potential slope failure outside of the action area and resulting disturbance to native vegetation and cover, may increase predation risk, likelihood that adults choose to nest, quality of nesting sites, nest outcome and/or chick survival. If birds choose not to nest, the reproductive potential for the species in that area will be zero for that year. If adults choose to nest near the action area and outside of the area impacted by slope failures, it will place them closer to either the beach grass or the jetty. Both areas are more likely to conceal predators and increase predation risk to eggs, chick and adults could increase. This would reduce the number of California least terns in the region.

Effects of the Proposed Action on the Western Snowy Plover

Effects in September through February

Disturbances of the open water and beach in the action area may impact foraging and resting behaviors of western snowy plover. Disturbed foraging or resting plovers could deplete energy otherwise used to improve biological fitness (Lafferty 2001, p. 323). When beach use is high, western snowy plovers will suspend feeding and remain motionless in the roosting area. If the disturbance continues, roosting plovers become alert, begin to walk away, and supplant each other from the depressions where they sit. They may elevate their wings or bob as a sign of distress and may eventually run or take flight. If put to flight, flocks' wheel back and forth for several minutes in tight low altitude formations. After landing, they remain nervous and will take wing with little prompting (Lafferty 2001, pp. 319-322). The western snowy plover's reaction to disturbance may reduce their ability to effectively forage and maintain enough fat reserves to successfully reproduce and cause them to expend additional energy on actions besides foraging/survival.

The proposed activities such as material dredging and dune restoration may reduce reproductive success because other studies show that shorebirds may experience reduced reproductive success when disturbances increase. Lafferty (2001) studied the piping plover (which is ecologically similar to the western snowy plover) and found reduced reproductive success in areas with high human disturbance because of reduced foraging efficiency and the depletion of fat reserves (Flemming et al. 1988, p. 329). In areas where people were absent, piping plovers spent 90 percent of their active time feeding. In areas where people were common, the birds spent less than 50 percent of their active time feeding (Burger 1994). Thus, the presence of people engaging in typical activities resulted in birds expending energy in movement, flight, or vigilance, leading to reduced foraging time and depletion of energy reserves. Further, Lafferty et al. (2006; p. 2223) found that disturbance reduction increased breeding attempts in western snowy plovers. Similar effects are expected to occur in western snowy plovers because of the

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increased duration of dredging activity and the proposed dune restoration effort. While these effects already occur as part of ongoing dredge activities and are not new, the increased dredge volume is expected to prolong the duration of effects, and thus increase the impacts to individual birds. Further, the proposed dune restoration would necessitate frequent presence of people at the site and a period of heavy equipment use. Any western snowy plovers present during implementation of the proposed action (including dredging, placement activities and dune restoration) are expected to display the energy intensive behaviors described above. It is also possible that western snowy plovers may be injured or killed as a result of heavy equipment used in the proposed dune restoration effort although the use of monitors at the site is intended to reduce that risk.

During the September to February period, the dredging activity will remove sand, depleting the beach and thus depleting and altering the potential foraging area for the species. While this is unlikely to reduce food availability, as the wrack will occur on the beach regardless of the dredging, there may be some effect on western snowy plover behavior as a result of this loss of beach.

March to August Effects

The increased dredge quantity removed in this project, would result in more beach removed, which would result in temporary increased loss of potential breeding habitat for western snowy plover when they return to breeding sites in March. Specifically, additional material taken from sand trap “D” may reduce the size of the beach more than is typically done in bi-annual dredge cycles (Figure 3). When dredging concludes, material from northern beaches will be naturally moved by the tides, will fill sand trap “D” over time and reconstitute the beach.

Migrating western snowy plover must endure long flight distances and conditions between their wintering and breeding areas and are physiologically stressed when they arrive at their breeding areas. Disturbances at breeding areas from the construction vehicles and workers may not allow birds to rest and recover sufficiently to complete their reproductive cycle. For example, Guglielmo et al. (2001) found that migrating western sandpipers (*Calidris mauri*) frequently do not gain mass in the first days after arrival at breeding areas because they expend significant energy locating feeding areas that are safe and resource-rich. Birds that forage slowly or ineffectively may not build the requisite fat reserves that are critical to migrants with depleted survival and reproductive capabilities (Flemming et al. 1988, p. 329). Lafferty (2006, p. 2223) found that disturbance protection improves breeding habitat suitability, so conversely, the disturbances in the action area will likely degrade breeding habitat suitability.

The species exhibits high nest site fidelity (Patton and Edwards 1996) and have attempted to breed in the action area in the past (Figures 5 and 6). The action area and immediate surrounding area contains the only native vegetation on Hollywood Beach and is historically the preferred

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nesting area. Disturbance of this area could include potential slope failure because of increased dredging, which may occur outside of the action area (Figure 1). The resulting disturbance to native vegetation may decrease food availability, the quality of the nesting site, nest outcome and/or chick survival. Alternatively, birds may choose to nest further from native vegetation to avoid high density nesting conspecifics in historical nesting areas, but may unintentionally place nests too far from the food sources required by chicks (i.e. insects found in native vegetation). Nests placed to avoid the action area could lead to increased chick mortality due to reduced food availability near the nest, energy expenditures in locating food away from the nest, and risk of trampling by people when traveling from the nest to food (Barringer 2021).

Effects on Recovery

California Least Tern

The California least tern recovery plan (Service 1985) states that habitat loss and disturbances on California beaches is the largest threat to the species. To reach recovery, suitable habitat of sufficient size must be available for nesting purposes; foraging, roosting and wintering habitat must be preserved and properly managed. Recovery actions proposed in the action area will include actions that would reduce disturbances to nesting habitat such as symbolic fencing, increased suitable nesting and foraging habitat area such as the proposed dune restoration effort, and reduced predation on adults and chicks such as the use of predator exclosures around nests.

The proposed dredging action will physically reduce the area of available habitat for nesting and foraging, increasing competition for high-quality nesting sites at Hollywood Beach. Depleting nesting areas tend to reduce the species' chances of recovery.

Western Snowy Plover

The western snowy plover recovery plan (Service 2007) states that habitat degradation caused by human disturbances and expanding predator populations have resulted in a decline in active nesting areas and in the size of the breeding and wintering populations. To reach recovery, populations must reach an average of 3,000 breeding adults for 10 years, a yearly average productivity of at least one fledged chick per male has been maintained in each recovery unit in the last 5 years, and mechanisms have been developed and implemented to assure long-term protection and management of breeding, wintering, and migration areas to maintain the subpopulation sizes and average productivity described above. Recovery actions proposed in the action area will include actions that would reduce disturbances to nesting habitat such as symbolic fencing, increased suitable nesting and foraging habitat area such as the proposed dune restoration effort, and reduced predation on adults and chicks such as the use of predator exclosures around nests.

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The proposed action increases will physically reduce the area of available habitat for winter nesting, foraging, and resting. This will increase competition for high-quality nesting sites at Hollywood Beach and may reduce nesting and fledging success and thus population size. Depleting these critical resources will tend to reduce the species' chances of recovery.

Effects of the Proposed Action on Critical Habitat of Western Snowy Plover

The proposed action will temporarily render approximately up to 13.47 out of 672 acres in unit CA 38 of western snowy plover critical habitat unusable by the species by removing the PBFs. The additional dredging of the sand trap area will remove additional habitat that includes surf-cast kelp, sparsely vegetated foredunes, an interdunal flat, a washover area, and intertidal flats. In off-dredge years, the sand trap accretes and builds beachfront and a PBFs that were previously removed during dredging return to the action area. The additional dredge quantity of 500,000 cubic yards on top of the historical 2,000,000 cubic yards is expected to increase the damage to critical habitat above what is usually observed in dredge years. This damage may be more extensive in scale and impact native plants not typically impacted by dredging. The native plants may not recover to their historic status before dredging occurs again, which may degrade the historic damage and recovery cycle established at the site.

CUMULATIVE EFFECTS

Cumulative effects include the effects of future State, tribal, local or private actions that are reasonably certain to occur in the action area considered in this biological opinion. We do not consider future Federal actions that are unrelated to the proposed action in this section because they require separate consultation pursuant to section 7 of the Act.

Recreational activities are likely to frequently occur in the action area. The presence of humans and canines can have negative impacts on shorebird abundance likely because those birds that remain must spend more energy on vigilance and escape at the expense of foraging and rest (Lafferty 2001, p. 319). These recreational activities are likely to decrease shorebird abundance and nesting success either directly (via crushing or death of birds or eggs) or indirectly (via disturbance).

CONCLUSION

The regulatory definition of "to jeopardize the continued existence of the species" focuses on assessing the effects of the proposed action on the reproduction, numbers, and distribution, and their effect on the survival and recovery of the species being considered in the biological opinion. For that reason, we have used those aspects of the California least tern and western snowy plover statuses as the basis to assess the overall effect of the proposed action on the species.

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California Least Tern

Reproduction

Though adverse effects are likely, we anticipate project-related adverse effects to nesting California least terns would be minimal and temporary, with pre-project conditions returning in 2024 or 2025. We expect that the proposed action would not appreciably reduce the reproductive capacity of the California least tern in Ventura County or rangewide.

Numbers

The proposed activities have a potential to contribute to the loss of individual California least tern eggs, chicks, or adults during the breeding season; however, based on results of past reporting, this loss would represent a very small portion of California least tern numbers over time. The California least tern population in the action area accounts for a small percentage of nesting adults in the range. We expect that the proposed action would not appreciably reduce the numbers of California least terns rangewide.

Distribution

This project will not appreciably change breeding area locations. There will be no change in distribution of the species as a result of this action.

Recovery

Though Hollywood Beach has not achieved its recovery goals, and has not recorded breeding terns in recent years, the rangewide numbers of California least terns have exceeded recovery goals of 1.0 fledgling per breeding pair for an overall population increase.

We expect this action may preclude successful breeding within the action area in 2023. However, consequences of the proposed action would not appreciably interfere with recovery goals or overall recovery of the California least tern because the species has not nested in the area in recent years under existing conditions.

After reviewing the current status of the California least tern, the environmental baseline for the action area, the effects of the proposed increased dredging quantity and the cumulative effects, it is the Service's biological opinion that the increased dredging quantity as proposed, is not likely to jeopardize the continued existence of the California least tern because:

- 1) The project would have a locally moderate, but rangewide minimal effect on reproduction of the species but would not appreciably reduce reproduction of the species

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rangewide.

- 2) The project would cause a low decrease in the number of individuals.
- 3) The project would not reduce the species' distribution rangewide.
- 4) The project would not cause any effects that would preclude our ability to recover the species.

Western Snowy Plover

Reproduction

Though adverse effects are likely, we anticipate project-related adverse effects to nesting western snowy plovers would be temporary and moderate, with pre-project conditions returning 2024 or 2025. We expect that the proposed action would not appreciably reduce the reproductive capacity of the western snowy plover in Ventura County or rangewide.

Numbers

The proposed activities have a potential to contribute to the loss of individual western snowy plover eggs, chicks, or adults during the breeding season, but it is unknown how the reduction in wintering and breeding habitat will impact individual survival. When workers are present on the beach, the birds might flush more often, and this could lead to a reduction in fitness via increase in energy expenditure. However, we anticipate project-related adverse effects would be temporary and consequences to western snowy plovers due to the proposed action will be small relative to other impacts experienced in the region due to predation and disturbance.

RU5 comprises nearly 40 percent of breeding western snowy plovers rangewide, and we expect these sites within RU5 will continue to be managed and monitored. We expect that effects of the proposed action would not appreciably reduce the numbers of western snowy plovers rangewide.

Distribution

We expect that effects of the proposed action may have a low and temporary effect on the distribution of western snowy plovers, and therefore the proposed action would not appreciably reduce the distribution of western snowy plovers rangewide.

Recovery

Hollywood Beach represents a small portion of expected breeding pairs in the RU5 region (Service 2007). A reduction of successfully fledged chicks in this area, and reduced fitness in adult birds as a consequence of the proposed action, if temporary, would not appreciably interfere with recovery goals or overall recovery of the western snowy plover.

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After reviewing the current status of the western snowy plover, the environmental baseline for the action area, the effects of the proposed increased dredging quantity and the cumulative effects, it is the Service's biological opinion that the increased dredging quantity as proposed, is not likely to jeopardize the continued existence of the western snowy plover because:

- 1) The project would have a locally moderate, but rangewide low effect on reproduction of the species but would not appreciably reduce reproduction of the species rangewide.
- 2) The project would cause a low decrease in the number of individuals.
- 3) The project would not reduce the species' distribution rangewide.
- 4) The project would not cause any effects that would preclude our ability to recover the species.

Western Snowy Plover Critical Habitat

The regulatory definition of "adverse modification" focuses on assessing if the proposed action will result in alterations that appreciably reduce the value of critical habitat for the conservation of a listed species. This includes assessing the impacts of the proposed action on the physical or biological features essential to the conservation of a listed species or assessing if those alterations preclude or significantly delay development of such features. For that reason, we have used those aspects of the western snowy plover critical habitat status as the basis to assess the overall effect of the proposed action on the critical habitat.

The proposed action will reduce the quality and quantity of the various physical and biological features (surf-cast kelp, sparsely vegetated foredunes, interdunal flats, spits, washover areas, and intertidal flats) required by western snowy plover within 13.47 acres of designated critical habitat. The reductions will likely be temporary, because 1) the open water disturbance is a single occurrence; and 2) sand tends to backfill the Sand Trap D area where beach, habitat and invertebrate prey currently occur. However, data pictured in Figure 3 pictures how the beach recovers after the historical dredging of 2,000,000 cubic yards. The additional dredge quantity of 500,000 cubic yards on top of the historical dredging may increase the damage to critical habitat, the time to recover PBFs in the critical habitat, and the likelihood of complete recovery of PBFs in the action area.

After reviewing the current status of the critical habitat of western snowy plover, the environmental baseline of critical habitat for the action area, the effects of the proposed increased dredge on critical habitat, and the cumulative effects, it is the Service's biological opinion that dredging increased quantity as proposed, is not likely to result in the destruction or adverse modification of critical habitat of the western snowy plover because:

1. The project would have a moderate effect on the various physical and biological features on Hollywood Beach, which are areas below heavily vegetated areas above the daily high

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tides that include essential food sources and nesting beach habitat and native plant and invertebrate food resources.

2. The project would have a low effect on the conservation value and function of critical habitat, due to the likely recovery of the nesting habitat and shoreline habitat areas for feeding with no or very sparse vegetation that are between the annual low tide or low water flow and annual high tide or high water flow.

INCIDENTAL TAKE STATEMENT

Section 9 of the Act and Federal regulation pursuant to section 4(d) of the Act prohibit the take of endangered and threatened wildlife species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harm in the definition of “take” in the Act means an act which actually kills or injures wildlife. Such [an] act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering (50 CFR 17.3). Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to and not the purpose of the agency action is not considered to be prohibited taking under the Act provided that such taking is in compliance with the terms and conditions of this incidental take statement.

AMOUNT OR EXTENT OF TAKE

We anticipate that some California least terns and western snowy plovers could be taken as a result of the proposed action. We expect the incidental take to be in the form of harm or kill.

We cannot quantify the precise number of California least terns and western snowy plovers that may be taken as a result of the action that the Corps has proposed because California least terns and western snowy plovers move over time; for example, animals may have entered or departed the action area since the time of pre-construction surveys. Other individuals may not be detected due to their cryptic nature, small size, and low mobility. In addition, finding a dead or injured California least tern or western snowy plover, particularly a chick once mobile, would be difficult or unlikely. The protective measures proposed by Corps are likely to prevent mortality or injury of most individuals. However, the activities are more likely to disturb and move the animals out of the action area where they cannot be detected by monitors.

Consequently, we are unable to reasonably anticipate the actual number of California least terns and western snowy plovers that would be taken by the proposed action; however, we must provide a level at which formal consultation would have to be reinitiated. The Environmental Baseline and Effects Analysis sections of this biological opinion indicate that adverse effects to California least terns and western snowy plovers would likely be low given the nature of the

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proposed activities, and we, therefore, anticipate that take of California least terns and western snowy plovers would also be low. We also recognize that for every California least tern or western snowy plover found dead or injured, other individuals may be killed or injured that are not detected, so when we determine an appropriate take level we are anticipating that the actual take would be higher and we set the number below that level.

Therefore, if three California least tern of any life stage (egg, chick, or adult), or if three western snowy plovers of any life stage (egg, chick, or adult) are found dead or wounded, the Corps must contact our office immediately to reinitiate formal consultation. Project activities that are likely to cause additional take should cease as the exemption provided pursuant to section 7(o)(2) may lapse and any further take could be a violation of section 4(d) or 9.

REASONABLE AND PRUDENT MEASURES

The measure described below is non-discretionary, and must be undertaken by the Corps as appropriate, for the exemption in section 7(o)(2) to apply. The Corps has a continuing duty to regulate the activity covered by this incidental take statement. If the Corps (1) fails to assume and implement the term and condition of the incidental take statement through enforceable terms that are added to the permit or grant document, the protective coverage of section 7(o)(2) may lapse. To monitor the impact of incidental take, the Corps must report the progress of the action and its impact on the species to the Service as specified in the incidental take statement [50 CFR 402.14(i)(3)].

The Service believes the following reasonable and prudent measure is necessary and appropriate to minimize the impacts of the incidental take of California least tern and western snowy plover:

The 13.47-acre dune restoration activities will be timely and benefit the California least tern and western snowy plover.

TERMS AND CONDITIONS

To be exempt from the prohibitions of section 9 of the Act, the Corps must comply with the following term and condition, which implements the reasonable and prudent measure described above and outline reporting and monitoring requirements. This term and condition is non-discretionary.

The Corps will present a draft site selection and habitat restoration plan to the Service within 1 year of the project start date. Within 1 year of the Service's acceptance and signature on the final plan, the Corps will complete the restoration of the selected area.

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REPORTING REQUIREMENTS

Pursuant to 50 CFR 402.14(i)(3), the Corps must report the progress of the action and its impact on the species to the Service as specified in this incidental take statement.

The Corps must submit a final project report to the Service's Ventura Fish and Wildlife Office via electronic mail within 90 days following completion of the proposed project. The report should be sent to fw8venturasection7@fws.gov and must describe all activities that were conducted under this biological opinion, including activities and conservation measures that were described in the proposed action and required under the term and condition, and discuss any problems that were encountered in implementing conservation measures or term and condition and any other pertinent information. The report must also include the number of California least terns and western snowy plovers observed, and the number killed or injured during project activities, if any, and the dates and times of capture, mortality, or injury.

Additionally, the Corps must submit monitoring reports at the end of the California least tern and western snowy plover breeding seasons by October 30 of 2023 and 2024, and for 5 years post-dune restoration completion. The reports will contain weekly observed abundance estimates, mortality occurrences, nest location (latitude and longitude) and nest fate during the breeding season (March – August), and a map of exclusion fencing and predator fencing placed during nesting season for California least tern and western snowy plover. Annual monitoring reports of the dune restoration will include species of non-native plants removed each year and their approximate area pre-removal, a description of observed native plant mortality and actions taken to optimize native plant coverage for use by California least tern and western snowy plover.

DISPOSITION OF DEAD OR INJURED SPECIMENS

As part of this incidental take statement and pursuant to 50 CFR 402.14(i)(1)(v), upon locating a dead or injured California least tern or western snowy plover, initial notification within 3 working days of its finding must be made by telephone and in writing to the Ventura Fish and Wildlife Office (805-644-1766). The report must include the date, time, location of the carcass, a photograph, cause of death or injury, if known, and any other pertinent information.

The Corps must take care in handling injured animals to ensure effective treatment and care, and in handling dead specimens to preserve biological material in the best possible state. The Corps must transport injured animals to a qualified veterinarian. Should any treated California least tern and western snowy plover survive, the Corps must contact the Service regarding the final disposition of the animal(s).

The remains of California least terns or western snowy plovers must be placed with educational or research institutions holding the appropriate State and Federal permits, such as

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the Western Foundation of Vertebrate Zoology (Contact: Linnea S. Hall, Ph.D., Executive Director, Western Foundation of Vertebrate Zoology, 439 Calle San Pablo Camarillo, CA 93012, (805) 388-9944) or Santa Barbara Natural History Museum (Contact: Paul Collins, Santa Barbara Natural History Museum, Vertebrate Zoology Department, 2559 Puesta Del Sol, Santa Barbara, California 93460, (805) 682-4711, extension 321).

REINITIATION NOTICE

This concludes formal consultation on the action(s) outlined in the request. As provided in 50 CFR 402.16, reinitiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been retained (or is authorized by law) and if: (1) the amount or extent of incidental take is exceeded; (2) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion; (3) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat not considered in this opinion; or (4) a new species is listed or critical habitat designated that may be affected by the action. In instances where the amount or extent of incidental take is exceeded, the exemption issued pursuant to section 7(o)(2) may have lapsed and any further take could be a violation of section 4(d) or 9. Consequently, we recommend that any operations causing such take cease pending reinitiation.

If you have any questions about this biological opinion, please contact Christina Boser of my staff at 805-677-3342, or by electronic mail at Christina_Boser@fws.gov.

Sincerely,

Stephen P. Henry
Field Supervisor

LITERATURE CITED

- [AOU] American Ornithologists' Union. 1957. Checklist of North American birds, 5th edition. The Lord Baltimore Press, Inc. Baltimore, Maryland, p. 239.
- Atwood, J. L., and P. R. Kelly. 1984. Fish dropped on breeding colonies as indicators of Least Tern food habits. *Wilson Bulletin* 96:34–47.
- Atwood, J.L., and B.W. Massey. 1988. Site fidelity of least terns in California. *Condor* 90(2):389–394.
- Barringer, D. 2013. Final 2013. Breeding Season Monitoring Report for Western Snowy Plover and California Least Tern Hollywood Beach, Oxnard, California. 34 pp.
- Barringer, D. 2014. Final 2014. Breeding Season Monitoring Report for Western Snowy Plover and California Least Tern Hollywood Beach, Oxnard, California. 37 pp.
- Barringer, D. 2021. Final 2021. Western Snowy Plover and California Least Tern Annual Breeding Season Monitoring Report for Hollywood Beach, Oxnard, California. 29 pp.
- Bender, K. 1974a. California least tern census and nesting survey, 1973. California Department of Fish and Game, Special Wildlife Investigations, Project W-54-R-6, Progress Report, Job II-11. 7 pp + appendices.
- Bender, K. 1974b. California least tern census and nesting survey, 1974. California Department of Fish and Game, Nongame. Wildlife Investigations, Project W-54-R-6, Final Report, Job I-1. 4 pp + appendices.
- Burger, J., 1994. The Effect of Human Disturbance on Foraging Behavior and Habitat Use in Piping Plover (*Charadrius melodus*). *Estuaries* 17, pp. 695-701.
- Caffrey, C. 1993. California least tern breeding survey, 1992 season. California Department of Fish and Game, Wildlife Management Division, Nongame Bird and Mammal Section Report 93-11, Sacramento, California. 35 pp.
- Caffrey, C. 1994. California least tern breeding survey, 1993 season. California Department of Fish and Game, Wildlife Management Division, Nongame Bird and Mammal Section Report 94-07, Sacramento, California. 39 pp.
- Caffrey, C. 1995. California least tern breeding survey, 1994 season. California Department of Fish and Game, Wildlife Management Division. Bird and Mammal Conservation Program Report 95-3, Sacramento, California. 49 pp.

- Caffrey, C. 1997. California least tern breeding survey, 1995 season. California Department of Fish and Game, Wildlife Management Division. Bird and Mammal Conservation Program Report 97-6, Sacramento, California. 57 pp.
- Caffrey, C. 1998. California least tern breeding survey, 1996 season. California Department of Fish and Game, Wildlife Management Division. Bird and Mammal Conservation Program Report 98-2, Sacramento, California. 57 pp.
- Casler, B.R., C.E. Hallett, and M.A. Stern. 1993. Snowy Plover nesting and reproductive success along the Oregon coast - 1993. Unpublished report for the Oregon Department of Fish and Wildlife-Nongame Program, Portland, and the Coos Bay District Bureau of Land Management, Coos Bay, Oregon.
- Craig, A.M. 1971. Survey of California least tern nesting sites. The Resources Agency Department of Fish and Game, State of California. Supported by Federal Aid in Wildlife Restoration Project W-54-R, Special Wildlife Investigations.
- Ehrlich, P.R., D.S. Dobkin, and D. Wheye. 1988. The birder's handbook, a field guide to the natural history of North American birds. Simon and Schuster/Fireside Books, New York, New York, p. 186.
- Flemming, S.P., Chiasson, R.D., Smith, P.C., Austin-Smith, P.J., Bancroft, R.P., 1988. Piping plover status in Nova Scotia [Canada] related to its reproductive and behavioral responses to human disturbance. *Journal of Field Ornithology* 59, 321–330.
- Frost, N. 2013. California least tern breeding survey, 2012 season. California Department of Fish and Wildlife, Wildlife Branch, Nongame Wildlife Program Report, 2013-01. Sacramento, California. 19 pp. + appendices.
- Frost, N. 2015. California least tern breeding survey, 2014 season. California Department of Fish and Wildlife, Wildlife Branch, Nongame Wildlife Program Report, 2015-01. Sacramento, California. 23 pp + appendices.
- Frost, N. 2016. California least tern breeding survey, 2015 season. California Department of Fish and Wildlife, Wildlife Branch, Nongame Wildlife Program Report, 2016-01. Sacramento, California. 24 pp + appendices.
- Frost, N. 2017. California least tern breeding survey, 2016 season. California Department of Fish and Wildlife, Wildlife Branch, Nongame Wildlife Program Report, 2017-03. Sacramento, California. 20 pp. + appendices.
- Grinnell, J., and A.H. Miller. 1944. The distribution of the birds of California. Cooper Ornithological Club, Berkeley, California, p. 175.

- Johnston, S.M, and B.S. Obst. 1992. California least tern breeding survey, 1991 season. California Department of Fish and Game, Nongame Bird and Mammal Section Report, 92-06. 19 pp.
- Keane, K. 1998. California least tern breeding survey, 1997 season. California Department of Fish and Game, Wildlife Management Division, Bird and Mammal Conservation Program Report 98-12, Sacramento, California. 46 pp.
- Keane, K. 2000. California least tern breeding survey, 1998 season. California Department of Fish and Game, Habitat Conservation and Planning Branch Report, 2000-01, Sacramento, California. 43 pp.
- Keane, K. 2001. California least tern breeding survey, 1999 season. California Department of Fish and Game, Habitat Conservation and Planning Branch, Species Conservation and Recovery Program Report, 2001-01, Sacramento, California. 16 pp. + appendices.
- Hartley, C. and D. Barringer. 2022. Mid-Season Report 3/15/22 - 6/1/22 Ormond Beach and Hollywood Beach Western Snowy Plover and California Least Tern. Agreement Q1950405, 8 pp.
- Lafferty, K. D. 2001. Disturbance to wintering western snowy plovers. *Biological Conservation*, 101: pp. 315-325.
- Lafferty, K.D., D. Goodman, C.P. Sandoval. 2006. Restoration of Breeding by Snowy Plovers Following Protection from Disturbance. *Biodiversity Conservation* 15, 2217–2230. <https://doi.org/10.1007/s10531-004-7180-5>.
- Lauten, D.J., K.A. Castelein, J.D. Farrar, A.A. Kotaich, and E.P. Gaines. 2010. The distribution and reproductive success of the western snowy plover along the Oregon Coast - 2010. 2010. The Oregon Biodiversity Information Center Institute for Natural Resources, Portland State University/INR, Portland, Oregon.
- Marschalek, D.A. 2005. California least tern breeding survey, 2004 season. California Department of Fish and Game, Habitat Conservation and Planning Branch, Species Conservation and Recovery Program Report, 2005-01. Sacramento, California. 24 pp. + appendices.
- Marschalek, D.A. 2006. California least tern breeding survey, 2005 season. California Department of Fish and Game, Habitat Conservation and Planning Branch, Species Conservation and Recovery Program Report, 2006-01. Sacramento, California. 21 pp. + appendices.

- Marschalek, D.A. 2007. California least tern breeding survey, 2006 season. California Department of Fish and Game, Wildlife Branch, Nongame Wildlife Unit Report, 2007-01. Sacramento, California. 22 pp. + appendices.
- Marschalek, D.A. 2008. California least tern breeding survey, 2007 season. California Department of Fish and Game, Wildlife Branch, Nongame Wildlife Program Report, 2008-01. Sacramento, California. 24 pp. + appendices.
- Marschalek, D.A. 2009. California least tern breeding survey, 2008 season. California Department of Fish and Game, Wildlife Branch, Nongame Wildlife Program Report, 2009-02. Sacramento, California. 23 pp. + appendices.
- Marschalek, D.A. 2010. California least tern breeding survey, 2009 season. California Department of Fish and Game, Wildlife Branch, Nongame Wildlife Unit Report, 2010-03. Sacramento, California. 25 pp. + appendices.
- Marschalek, D.A. 2011. California least tern breeding survey, 2010 season. California Department of Fish and Game, Wildlife Branch, Nongame Wildlife Unit Report, 2011-06. Sacramento, California. 28 pp. + appendices.
- Marschalek, D.A. 2012. California least tern breeding survey, 2011 season. California Department of Fish and Game, Wildlife Branch, Nongame Wildlife Unit Report, 2012-01. Sacramento, California. 25 pp. + appendices.
- Massey, B. W. 1974. Breeding biology of the California Least Tern. *Proceedings of the Linnaean Society of New York* 72:1–24.
- Massey, B.W., and J.L. Atwood. 1981. Second-wave nesting of the California Least Tern: age composition and reproductive success. *Auk* 98(3):596–605.
- Massey, B.W., D.W. Bradley, and J.L. Atwood. 1992. Demography of a California least tern colony including effects of the 1982–1983 El Niño. *Condor* 94(4):976–83.
- Obst, B.S., and S.M. Johnston. 1992. California least tern breeding survey, 1990 season. California Department of Fish and Game, Nongame Bird and Mammal Section Report, 92-05. 13 pp.
- Page, G.W. and L.E. Stenzel (eds.). 1981. The breeding status of the snowy plover in California. *Western Birds* 12(1):1-40.
- Page, G.W., F.C. Bidstrup, R.J. Ramer, and L.E. Stenzel. 1986. Distribution of wintering snowy plovers in California and adjacent states. *Western Birds* 17(4):145-170.

- Page, G.W., L.E. Stenzel, J.S. Warriner, J.C. Warriner and P.W. Paton. 2009a. Snowy Plover (*Charadrius nivosus*) Breeding, The Birds of North America (P.G. Rodewald, Ed.). Ithaca: Cornell Lab of Ornithology. Available online: <https://birdsna.org/Species-Account/bna/species/snoplo5>. Accessed September 11, 2017.
- Page, G.W., L.E. Stenzel, J.S. Warriner, J.C. Warriner and P.W. Paton. 2009b. Snowy Plover (*Charadrius nivosus*) Behavior, The Birds of North America (P.G. Rodewald, Ed.). Ithaca: Cornell Lab of Ornithology. Available online: <https://birdsna.org/Species-Account/bna/species/snoplo5>. Accessed September 11, 2017.
- Patton, R. 2002. California least tern breeding survey, 2000 season. California Department of Fish and Game, Habitat Conservation and Planning Branch, Species Conservation and Recovery Program Report, 2002-03. Sacramento, California. 24 pp. + appendices.
- Patton P. W. C. and T. C. Edwards Jr. 1996. Factors Affecting Interannual Movements of Snowy Plovers. *The Auk* 113 (3): 534–543.
- Powell, A.N., C.L. Fritz, B.L. Peterson, and J.M. Terp. 2002. *Journal of Field Ornithology* 73(2):156-165.
- Robinette, D., J. Howar, M.L. Elliott, and J. Jahncke. 2015. Use of estuarine, intertidal, and subtidal habitats by seabirds within the MLPA South Coast Study Region. Unpublished Report, Point Blue Conservation Science, Petaluma, California. Point Blue Contribution No. 2024.
- Sin, H. 2021. California least tern breeding survey, 2017 season. California Department of Fish and Wildlife, Wildlife Branch, Nongame Wildlife Program Report, 20121-xx, Sacramento, California. 23 pp. + appendices.
- Thompson, B.C., J.A. Jackson, J. Burger, L.A. Hill, E.M. Kirsch and J.L. Atwood. 1997. Least Tern (*Sternula antillarum*), The Birds of North America (P.G. Rodewald, Ed.). Ithaca: Cornell Lab of Ornithology. Distribution, Migration, and Habitat. Available online: <https://birdsna.org/Species-Account/bna/species/leater1>.
- Tuttle, D.C., R. Stein, and G. Lester. 1997. Snowy plover nesting on Eel River gravel bars, Humboldt County. *Western Birds* 28:174-176.
- [Corps] U.S. Army Corps of Engineers. 2018a. Draft environmental assessment for the Channel Islands/Port Hueneme Harbors Maintenance Dredging Project, Ventura County, California. Prepared by U.S. Army Corps of Engineers South Pacific Division, Los Angeles District. June 2018.

- [Corps] U.S. Army Corps of Engineers. 2018b. "Appendix F" Biological monitoring contingency plan. U.S. Army Corps of Engineers South Pacific Division, Los Angeles District.
- [Corps] U.S. Army Corps of Engineers. 2022. Channel Islands/Port Hueneme Harbors Maintenance Dredging Project Increased Dredge Quantity Biological Assessment Prepared by U.S. Army Corps of Engineers South Pacific Division, Los Angeles District. August 2022.
- [Service] U.S. Fish and Wildlife Service. 1970. Conservation of endangered species and other fish or wildlife, Appendix A. Federal Register. Vol. 35, No. 106, pp. 8491–8498.
- [Service] U.S. Fish and Wildlife Service. 1985. Recovery plan for the California least tern, *Sterna antillarum brownii*. U.S. Fish and Wildlife Service, Portland, Oregon. 112 pp.
- [Service] U.S. Fish and Wildlife Service. 1993. Endangered and threatened wildlife and plants: Determination of threatened status for the Pacific Coast population of western snowy plover. Federal Register. Vol. 58, No. 42, pp. 12864–12874.
- [Service] U.S. Fish and Wildlife Service. 1999. Endangered and threatened wildlife and plants: Designation of critical habitat for the Pacific Coast population of the western snowy plover. Federal Register. Vol. 64, No. 234, pp. 68508–68544.
- [Service] U.S. Fish and Wildlife Service. 2005. Endangered and threatened wildlife and plants: Designation of critical habitat for the Pacific Coast population of the western snowy plover, Final Rule. Federal Register. Vol. 70, No. 188, pp. 56970–57119.
- [Service] U.S. Fish and Wildlife Service. 2006a. Biological opinion for the Hollywood Beach Dredging Project, Ventura County, California (1-8-06-F-22). Ventura Fish and Wildlife Office, Ventura, California. Dated September 20, 2006.
- [Service] U.S. Fish and Wildlife Service. 2006b. California least tern (*Sterna antillarum brownii*) 5-year review summary and evaluation. U.S. Fish and Wildlife Service, Carlsbad Fish and Wildlife Office, Carlsbad, California. 35 pp.
- [Service] U.S. Fish and Wildlife Service. 2006c. 5-year review for the Pacific Coast population of the western snowy plover (*Charadrius alexandrinus nivosus*). Arcata Fish and Wildlife Office, Arcata, California.
- [Service] U.S. Fish and Wildlife Service. 2007. Recovery plan for the Pacific Coast population of the western snowy plover (*Charadrius alexandrinus nivosus*). In 2 volumes. Sacramento, California. xiv + 751 pp.

- [Service] U.S. Fish and Wildlife Service. 2012a. Endangered and threatened wildlife and plants: Revised designation of critical habitat for the Pacific Coast population of the western snowy plover. Federal Register. Vol. 77, No. 118, pp. 36727–36869.
- [Service] U.S. Fish and Wildlife Service. 2012b. Extension of the period covered by the biological opinion for the Hollywood Beach Dredging Project, Ventura County, California (1-8-06-F-22) (2012-TA-0467). Ventura Fish and Wildlife Office, Ventura, California. Dated September 10, 2012.
- [Service] U.S. Fish and Wildlife Service. 2018. Amendment to Biological Opinion for the Channel Islands/Port Hueneme (Hollywood Beach) Dredging Project, Ventura County, California (1-8-06-F-22). Ventura Fish and Wildlife Office, Ventura, California. Dated August 23, 2018.
- [Service] U.S. Fish and Wildlife Service. 2019. 5-year review for the Pacific Coast population of the western snowy plover (*Charadrius nivosus nivosus*). Arcata Fish and Wildlife Office, Arcata, California.
- [Service] U.S. Fish and Wildlife Service. 2020. California least tern (*Sterna antillarum brownii*) 5-year review summary and evaluation. U.S. Fish and Wildlife Service, Carlsbad Fish and Wildlife Office, Carlsbad, California. 118 pp.
- [Service] U.S. Fish and Wildlife Service. 2022. Unpublished data for the 2021 to 2022 winter window survey and 2022 breeding window survey for western snowy plovers on the U.S. Pacific Coast. Arcata Fish and Wildlife Office, Arcata, California.
- Warriner, J.S., J.C. Warriner, G.W. Page, and L.E. Stenzel. 1986. Mating system and reproductive success of a small population of polygamous snowy plovers. Wilson Bulletin 98(1):15-37.
- [WDFW] Washington Department of Fish and Wildlife. 1995. Washington State recovery plan for the snowy plover. Olympia, WA. 87 pp.
- Wilson, R.A. 1980. Snowy plover nesting ecology on the Oregon coast. MS Thesis, Oregon State University, Corvallis. 41 pp.
- Wolk, R. G. 1974. Reproductive behavior of the Least Tern. Proceedings of the Linnaean Society of New York 72:44–62.

Los Angeles Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date: April 29, 2024

Program Type: Fill/Excavation

Reg. Meas. ID:	455868
Place ID:	893514
WDID:	4WQC24016
R4 File No:	24-016

Project Type: Boating and Navigation

Project: Channel Islands/Port Hueneme Harbors Maintenance Dredging Project (Project)

Applicant: U.S. Army Corps of Engineers

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If you have any questions, please call the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board) Staff listed above or (213) 576-6600 and ask to speak with the Water Quality Certification and Wetlands Unit Program Manager. When corresponding via email, please include our general email: RB4-401Certification@waterboards.ca.gov.

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I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of the U.S. Army Corps of Engineers (hereinafter Permittee) for the Project. This Order is for the purpose described in the application and supplemental information submitted by the Permittee. The application was received on February 9, 2024. The application was deemed complete on March 3, 2024.

The Applicant submitted a certification request as defined by 40 CFR section 121.5 to the Los Angeles Water Board on February 12, 2024. In response to the certification request, the Corps provided a reasonable period of time as defined by 40 CFR 121.6 for the Water Board to act on the request by April 23, 2024.

II. Public Notice

The Los Angeles Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from February 23, 2024 to the effective date of the Order. The Los Angeles Water Board did not receive any comments during the comment period.

III. Project Purpose

The Project will maintain the federal navigation channels and sand traps at authorized depths and widths, which are subject to continual filling by littoral transport processes, and assure the continued safe navigation within both Channel Islands Harbor and Port Hueneme Harbor. The Project will also provide beach nourishment material for downcoast beaches.

IV. Project Description

Approximately 2.75 million cubic yards (cy) of sand will be dredged from the federal navigation channels at Channel Islands Harbor and Port Hueneme Harbor biennially (every 2 years) using clamshell and hydraulic dredges. Beach compatible sand will be discharged at Silver Strand Beach and Hueneme Beach. Non-beach compatible sand will be discharged in the nearshore near Hueneme Beach.

Channel Islands Harbor:

Channel Islands Harbor is located in the city of Oxnard. Channel Islands Harbor receives sediments from upcoast beaches and streams by the southerly littoral transport system. Maintenance dredging has been conducted routinely since the 1960s at Channel Islands Harbor.

Harbor structural features consist of a 2,300-foot long offshore detached breakwater, entrance jetties, and an entrance channel leading to the harbor interior. The Entrance Channel (Area A), (see Attachment A for maps of the Harbors and the Areas) widens to include a Basin (Area E). The Entrance Channel and Basin are 3,400 feet long and vary in width from approximately 300 feet at the entrance to 600 feet at the Basin within the harbor. The Entrance Channel will be dredged to the authorized depth of -20 feet Mean Low Water (MLLW). The Basin may be dredged to the authorized depth of -20 feet MLLW during this Order term, if needed. The inner basin (Area F) will not be dredged during this Order term.

The offshore detached breakwater and entrance jetties form a sand trap which was designed to trap sand. Sand which is carried downcoast by littoral drift is trapped in the sand trap to minimize shoaling in the entrance channel. The sand trap is divided into four areas: Areas B, C, D, and G. The sand trap areas B, C, and D will be dredged to the design depth of ~35 feet MLLW. Sand trap area G will be dredged to the design depth of -25 ft MLLW.

Port Hueneme Harbor:

Port Hueneme is located in the city of Port Hueneme. This harbor is located approximately one mile southeast of Channel Islands Harbor. Port Hueneme was built in 1940 and receives sediments from both southerly and northerly littoral transport. Previous routine maintenance dredging has been conducted approximately every 5 years at Port Hueneme.

The channels of Port Hueneme were deepened in 2021 to the current authorized depths of – 44 feet and – 40 feet MLLW.

Port Hueneme Harbor features include two entrance jetties, an Approach Channel, Entrance Channel, Channel A, and a Turning Basin. The Approach Channel is approximately 1800 feet long, 600 feet wide, and will be dredged to the authorized depth of -44 feet MLLW. The Entrance Channel is 1,400 feet long, 330 feet wide, and will be dredged to the authorized depth of -40 feet MLLW. Channel A and the Turning Basin will not be dredged during this Order term.

Dredged Sediment Placement:

Dredged sediment will be placed at one of three sediment placement sites, Silver Strand Beach, Hueneme Beach and the Hueneme Nearshore Placement Site using a discharge pipeline.

Silver Strand Beach:

Silver Strand Beach is located in the city of Oxnard, between Channel Islands Harbor and Port Hueneme and is heavily used during the summer. Silver Strand beach is approximately 5,000 feet long and typically 200-300 feet wide. Construction of Channel Islands Harbor and Port Hueneme has altered the natural transport of littoral material to down coast beaches.

Beach replenishment is necessary to maintain the beaches for shoreline protection and recreational uses. On average, approximately 100,000 to 200,000 cy of material from the Channel Islands Harbor dredging program is deposited on Silver Strand Beach every two years.

Hueneme Beach Placement Site:

Hueneme Beach is located in the city of Port Hueneme, southeast of the Port Hueneme Harbor and is heavily used during the summer. The beach width varies from 0 to 800 feet wide. Construction of Port Hueneme Harbor has altered the natural transport of littoral material to downcoast beaches.

Beach replenishment is necessary to maintain the beaches for shoreline protection and recreational uses. Hueneme Beach Placement Site is approximately 3,000 feet long from the Port Hueneme East Jetty to Market Street.

Hueneme Nearshore Placement Site:

The Hueneme Nearshore Placement Site is located offshore of Hueneme Beach. The Hueneme Nearshore Placement Site is approximately 3,700 feet long, 1,000 feet wide, and ranges in depth from –10 feet to –30 feet MLLW with an average depth of –20 feet MLLW. Placement of dredge materials in the nearshore zone is a proven method of nourishing adjacent and down coast beaches. During the 2021 Port Hueneme Deepening project, approximately 140,000 CY were placed in the Hueneme Nearshore Placement Site. During the previous twelve years no material from the Channel Islands Harbor/Port Hueneme dredging programs were deposited in the Hueneme Nearshore Placement Site. This is due to the preference for beach placement by local officials.

In addition, sand will be removed from the Drift Sand Pile on the Surface Warfare Engineering Facility (SWEF) Beach at Naval Base Ventura County (NBVC) and placed within the SWEF Beach

pipeline corridor along Venice Road adjacent to Silver Strand Beach and at the entrance of Port Hueneme Harbor.

A security fence separates SWEF Beach from Silver Strand Beach. Wind-blown sand from Silver Strand Beach naturally accumulates in the Drift Sand Pile on NBVC, and spills onto Venice Road within NBVC.

Throughout the Order term, a cumulative total of approximately 10,000 cy of sand may be removed from the Drift Sand Pile on NBVC along Venice Road and placed within the SWEF Beach pipeline corridor to secure the discharge pipeline as needed using equipment such as an end loader.

Construction Equipment: Work can be accomplished by a variety of dredge types.

Hydraulic Pipeline Dredge: Typically, a floating dredge with an attached hydraulic cutterhead is used to dredge the sand. The sand slurry is pumped through a pipeline onto the receiver beach for beach placement. Following pipeline transport, the sand is uniformly spread over the beach using conventional earth moving equipment. Approximately 10,000 to 40,000 cy of sediment can be piped to the beach per day using a hydraulic dredge. Additional construction equipment typically required to support dredging activities are: conventional earth moving equipment and support vessels (i.e. an anchor tender, a pipe tender, tug vessels, and a crew boat).

Clamshell Dredge: This method consists of a crane mounted on a barge outfitted with a clamshell bucket and a scow. Dredged materials are placed into a scow for transport to the Nearshore Placement Site. Approximately 4,000 to 10,000 CY of sediment can be removed and transported to the Nearshore Placement Site per day using a clamshell dredge. Additional construction equipment typically required to support dredging activities are: support vessels (i.e. tug vessels and a crew boat).

Dredge Location	Dredge Type(s)	Placement Method	Placement Site Location(s)
Channel Islands Harbor Dredge Template (Areas A, B, C, D, E*, & G)	Hydraulic Pipeline Dredge	Beach Placement	Silver Strand Beach, Hueneme Beach
Channel Islands Harbor Area A	Clamshell Dredge	Nearshore Placement	Hueneme Nearshore Placement Site
Port Hueneme Harbor Dredge Template	Hydraulic Pipeline Dredge	Beach Placement	Silver Strand Beach, Hueneme Beach
Port Hueneme Harbor Dredge Template	Clamshell Dredge	Nearshore Placement	Hueneme Nearshore Placement Site

Dredging will occur outside of nesting and spawning seasons for the Western Snowy Plover (March 1 – September 15), California least tern (April 1- September 15) and the California Grunion (March 1 – August 31).

V. Project Location

Channel Islands Harbor and Port Hueneme Harbor in Ventura County.

	<u>Latitude</u>	<u>Longitude</u>
Channel Islands Harbor	34.157167	-119.226245
Port Hueneme Harbor	34.146690	-119.211096

Maps and Figures showing the Project location are found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Los Angeles Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the applicable water quality control plan (Basin Plan) for the region and other plans and policies which may be accessed online at: http://www.waterboards.ca.gov/plans_policies/. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

Receiving Waters: Channel Islands Harbor (Hydrologic Unit Code: 180701030201)

Designated Beneficial Uses: IND, NAV, REC-1, REC-2, COMM, MAR, WILD

Port Hueneme (Hydrologic Unit Code: 180701030201)

Designated Beneficial Uses: PROC, NAV, REC-1, REC-2, COMM, MAR, WILD

VII. Description of Direct Impacts to Waters of the State

Total Project dredge quantities for all impacts are summarized in Table 1. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition only.

Table 1: Total Project Dredge Quantity									
Aquatic Resource Type	Temporary Impact¹			Permanent Impact					
				Physical Loss of Area			Degradation of Ecological Condition Only		
	Acres	CY ²	LF	Acres	CY	LF	Acres	CY	LF
Ocean/bay/estuary	252.9	2.75 million biennially							

¹ Includes only temporary direct impacts to waters of the state and does not include upland areas of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

² Cubic Yards (CY); Linear Feet (LF)

VIII. Avoidance and Minimization

No alternatives analysis is required because the Project has no permanent impacts to aquatic resources and no impacts to rare, threatened or endangered species habitat in waters of the state, wetlands, eel grass beds, Outstanding National Resources Waters or Areas of Special Biological Significance.

IX. Compensatory Mitigation

No compensatory mitigation was required for permanent impacts because impacts from the maintenance dredging are temporary.

X. California Environmental Quality Act (CEQA)

The Los Angeles Water Board has determined that the Project is exempt from review under CEQA pursuant to California Water Code of Regulations, title 14, section 15061. Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations title 14, section 15304 minor alterations to land. Additionally, the Los Angeles Water Board concludes that no exceptions to the CEQA exemption apply to the activities approved by this Order.

XI. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

XII. Fees Received

This is a federal project and not subject to fees.

XIII. Findings

1. This Order is adopted pursuant to section 401 of the Clean Water Act and the California Porter-Cologne Water Quality Control Act (Cal. Water Code § § 13000, et seq.). Discharges to waters of the state are prohibited except when in accordance with Water Code section 13264. Notwithstanding any determinations made by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, dischargers must comply with the entirety of this Order because the Order also serves as waste discharge requirements in accordance with State Water Board Water Quality General Order No. 2003-0017-DWQ.
2. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
3. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law.
4. In response to a suspected violation of any condition of this Order, the Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports

shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.

5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project.
6. This Order does not provide coverage under the Construction General Permit. As applicable, dischargers shall maintain compliance with conditions described in, and required by, the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-009-DWQ; NPDES No. CAS000002 as amended by Order No. 2010-0014-DWQ, Order No. 2012-0006-DWQ, and any amendments thereto) (General Construction Permit). Enrollment in the Construction General Permit may be required for construction activity resulting in a land disturbance of one acre or more, or less than one acre but part of a larger common plan of development or sale. For projects with ground disturbing activities that require enrollment in the Construction General Permit, dischargers shall maintain compliance with conditions described in, and required by the Permit. For ground disturbing activities that do not require enrollment in Order No. 2009-0009-DWQ, project plans included with the application shall include appropriate erosion and sediment control measures as described in the *Best Management Practices* Section (Stormwater subsection) below.
7. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a "take" will result from any act authorized under this Order held by the discharger, the discharger must obtain authorization for the take prior to any construction or operation of the portion of the Project that may result in a take. The discharger is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.
8. This Order includes monitoring and reporting requirements pursuant to Water Code section 13267. The burden of preparing these reports, including costs, are reasonable to the need and benefits of obtaining the reports. The reports confirm that the best management practices required under this Order are sufficient to protect beneficial uses and water quality objectives. The reports related to accidental discharges also ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible. The anticipated costs are minimal as the reporting obligations require only visual monitoring, in-field measurements, and notification reporting.

XIV. Conditions

The Los Angeles Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions. This Order provides reasonable assurance that the Project authorized under this Order will comply with state and federally approved water quality requirements, provided that the following conditions are adhered to.

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Table 1.

B. Reporting and Notification Requirements

Requirements for the content of these reporting and notification types are detailed in Attachment C, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment C, which must be signed by the Permittee or an authorized representative.

1. Project Reporting

- a. Annual Reporting:** The Permittee shall submit an Annual Report each year on the anniversary of Project effective date. Annual Reporting requirements are detailed in Attachment C. Annual reporting shall continue until a Notice of Project Complete Letter is issued to the Permittee.

2. Project Status Notifications

- a. Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities.
- b. Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete,³ and no further Project activities will occur. This request shall be submitted to Los Angeles Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, Los Angeles Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period and associated annual fees.

3. Conditional Notifications and Reports: The following notifications and reports are required as appropriate.**a. Accidental Discharges of Hazardous Materials⁴**

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Wat. Code, § 13271):

³ Completion of post-construction monitoring shall be determined by Los Angeles Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria.

⁴ "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Saf. Code, § 25501.)

- i. As soon as (A) the Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
 - first call – 911 (to notify local response agency)
 - then call – Office of Emergency Services (OES) State Warning Center at: (800) 852-7550 or (916) 845-8911Lastly, follow the required OES procedures as set forth in the [Office of Emergency Services' Accidental Discharge Notification Web Page](https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/hazardous-materials/spill-release-reporting/) (<https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/hazardous-materials/spill-release-reporting/>)
 - ii. Following notification to OES, the Permittee shall notify the Los Angeles Water Board, as soon as practicable (ideally within 24 hours). Notification may be via telephone, e-mail, or delivered written notice.
 - iii. Within five (5) working days of notification to the Los Angeles Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.
- b. Violation of Compliance with Water Quality Standards:** The Permittee shall notify the Los Angeles Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, or delivered written notice.
- i. Examples of noncompliance events include: lack of any reporting in a timely manner, lack of storm water treatment following a rain event, discharges causing a visible plume in a water of the state, water contact with uncured concrete, and exceedances of limits for the analytes for *In-Water Work or Diversions* listed below.
 - ii. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.
- c. In-Water Work or Diversion**
- i. During stream diversion or in-water work, water quality monitoring shall be conducted. Requirements for water quality monitoring are below.
 - ii. The Permittee shall notify the Los Angeles Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be via telephone, e-mail, or delivered written notice.
- d. Modifications to Project:** Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Los Angeles Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Los Angeles Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order.
- e. Transfer of Property Ownership:** This Order is not transferable in its entirety or in part to any person or organization except after receiving certification for the Project from the Los Angeles Water Board. In addition:

- i. The Permittee must notify the Los Angeles Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Los Angeles Water Board at least 30 days prior to the transfer of ownership.
- ii. Until such time as a new Order has been issued, the Permittee shall continue to be responsible for all requirements set forth in this Order.

C. Water Quality Monitoring

1. **General:** If surface water is present, continuous visual surface water monitoring shall be conducted to detect accidental discharge of construction related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).
2. **Accidental Discharges/Noncompliance:** Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Los Angeles Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

During planned work in water, any discharge(s) to waters of the state shall conform to the following water quality standards:

- a. Oil and Grease. Waters shall not contain oils, greases, waxes or other materials in concentrations that result in a visible film or coating on the surface of the water or on objects in the water, that cause nuisance, or that otherwise adversely affect beneficial uses.
- b. Dissolved Oxygen. At a minimum, the mean annual dissolved oxygen concentration of all waters shall be greater than 7 mg/L, and no single determination shall be less than 5.0 mg/L, except when natural conditions cause lesser concentrations.
- c. pH. The pH of bays or estuaries shall not be depressed below 6.5 or raised above 8.5 as a result of waste discharges. Ambient pH levels shall not be changed more than 0.2 units from natural conditions as a result of waste discharge.
- d. Turbidity. Where natural turbidity is between 0 and 50 Nephelometric Turbidity Units (NTU), increases shall not exceed 20%. Where natural turbidity is greater than 50 NTU, increases shall not exceed 10%.

Sampling shall be conducted in accordance with Table 2 sampling parameters.⁵

⁵ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Los Angeles Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same

(footnote continued on next page)

Table 2: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Oil and Grease	N/A	Visual	Continuous
Dissolved Oxygen	mg/L & % saturation	Grab or CTD	Daily for the first week, weekly, thereafter
pH	Standard Units	Grab or CTD	Daily for the first week, weekly, thereafter
Turbidity	NTU or % light transmittance	Grab or CTD	Daily for the first week, weekly, thereafter
Temperature	°F (or as °C)	Grab or CTD	Daily for the first week, weekly, thereafter

Baseline sampling may be conducted at one location within the project boundary for each phase. All other sampling shall take place within and outside of the project boundary at a minimum of two locations (4 locations total). Results of the analyses shall be submitted to this Regional Board by the 15th day of each subsequent sampling month. A map or drawing indicating the locations of sampling points shall be included with each submittal. A summary of results shall discuss the analysis and compliance. Every measurement not meeting the compliance limits shall be accompanied by an explanation, the actions taken to correct the degradation to waters, and addressed in *Violation of Compliance with Water Quality Standards* report described above.

D. Standard Conditions

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, chapter 28, Article 6 commencing with sections 3867-3869, inclusive. Additionally, the Los Angeles Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Los Angeles Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Wat. Code, § 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. § 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.
2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant

(footnote continued from previous page)

time each day to get a complete representation of variations in the receiving water. Measurements with a conductivity, temperature and depth (CTD) tool shall be taken throughout the water column, at a minimum of 2-meter increments, an average of surface to mid-depth readings shall be reported. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.

E. General Compliance

1. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Los Angeles Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
2. Authorization under this Order is granted based on the application information submitted, including engineering plans, specifications, and technical reports. Water Code section 13264 prohibits any discharge that is not specifically authorized in this Order.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment B of this Order.
2. The Permittee shall grant Los Angeles Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 1. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
 2. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
 3. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
 4. Sample or monitor for the purposes of assuring Order compliance.
3. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
4. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
5. This Order shall expire six (6) years from date of this Order. The Applicant shall submit a complete application at least 90 days prior to termination of this Order if renewal is requested.

G. Best Management Practices**1. Dredging**

- a. Should turbidity or any of the other parameters exceed objectives, prescribed actions shall be taken, (i.e. slowing dredge cycle times, relocating operations to areas less susceptible to the current drift at the time of dredging or placement operations, and/or temporarily halting dredging/placement activities).
- b. All dredging and fill activities shall remain within the boundaries specified in the plans. There shall be no dumping of fill or material outside of the project area or within any adjacent aquatic community.

2. Site Management

- a. A spill prevention plan, employee training, and staging materials on site to clean up accidental spills shall be maintained at the work site.
- b. The Contractor shall remove all trash, debris, and excess construction material from the dredge operations and from the dredged material placement stie at the end of each workday and shall dispose of all materials at an approved disposal site. All debris shall be disposed of as solid waste.
- c. The contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters and to minimize interference with, disturbance to, and damage of fish and wildlife.

3. Hazardous Materials

- a. The Corps shall require its contractor to not discharge petroleum products or other hazardous materials to surface water.
- b. The Corps shall require its contractor to not cause visible oil, or grease, in the work area.
- c. The Corps shall require its contractor to develop and maintain onsite a Project-specific spill prevention, containment and cleanup plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project.

4. Wildlife and Special Status Species

- a. Prior to each biennial dredge cycle an eelgrass and Caulerpa survey shall be performed in accordance with the California Eelgrass Mitigation Policy (CEMP) and the Caulerpa Control Protocol.
- b. No dredging activities shall be conducted in the sand trap area (adjacent to Hollywood Beach) during the shorebird/seabird nesting season (March 1 - September 30).

5. Stormwater

- a. The project shall comply with the local regulations associated with the Los Angeles Water Board's Municipal Stormwater Permit issued to Los Angeles and Ventura County

and co-permittees under NPDES No. CAS004004 and Waste Discharge Requirements Order No. R4-2021-0105 or subsequent order.

- b. If not enrolled in the General Construction Permit, the Permittee shall develop and implement a site-specific Storm Water Pollution Prevention Plan (SWPPP) and a Rain Event Action Plan (REAP) as described in the General Construction Permit.

H. On-site Mitigation for Temporary Impacts

1. The Permittee shall restore all areas of temporary impacts to waters of the state.

XV. Water Quality Certification

I hereby issue the Order for the Channel Islands/Port Hueneme Harbors Maintenance Dredging Project, 4WQC24016 certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Wat. Code, § 13000 et seq.).

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

Jenny Newman
Digitally signed by Jenny Newman
Date: 2024.04.29 10:31:12 -07'00'

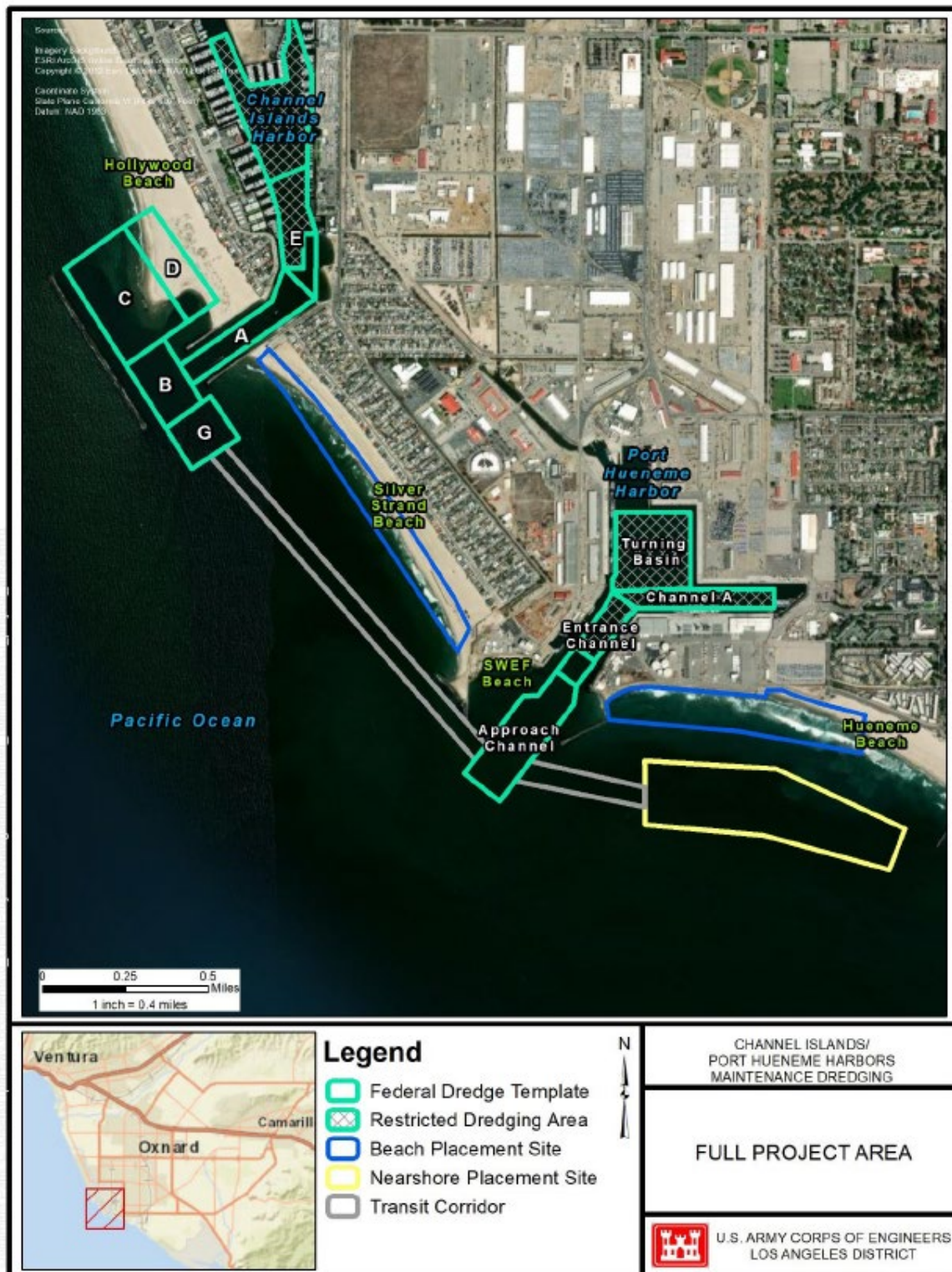
April 29, 2024

for Susana Arredondo
Executive Officer
Los Angeles Water Quality Control Board

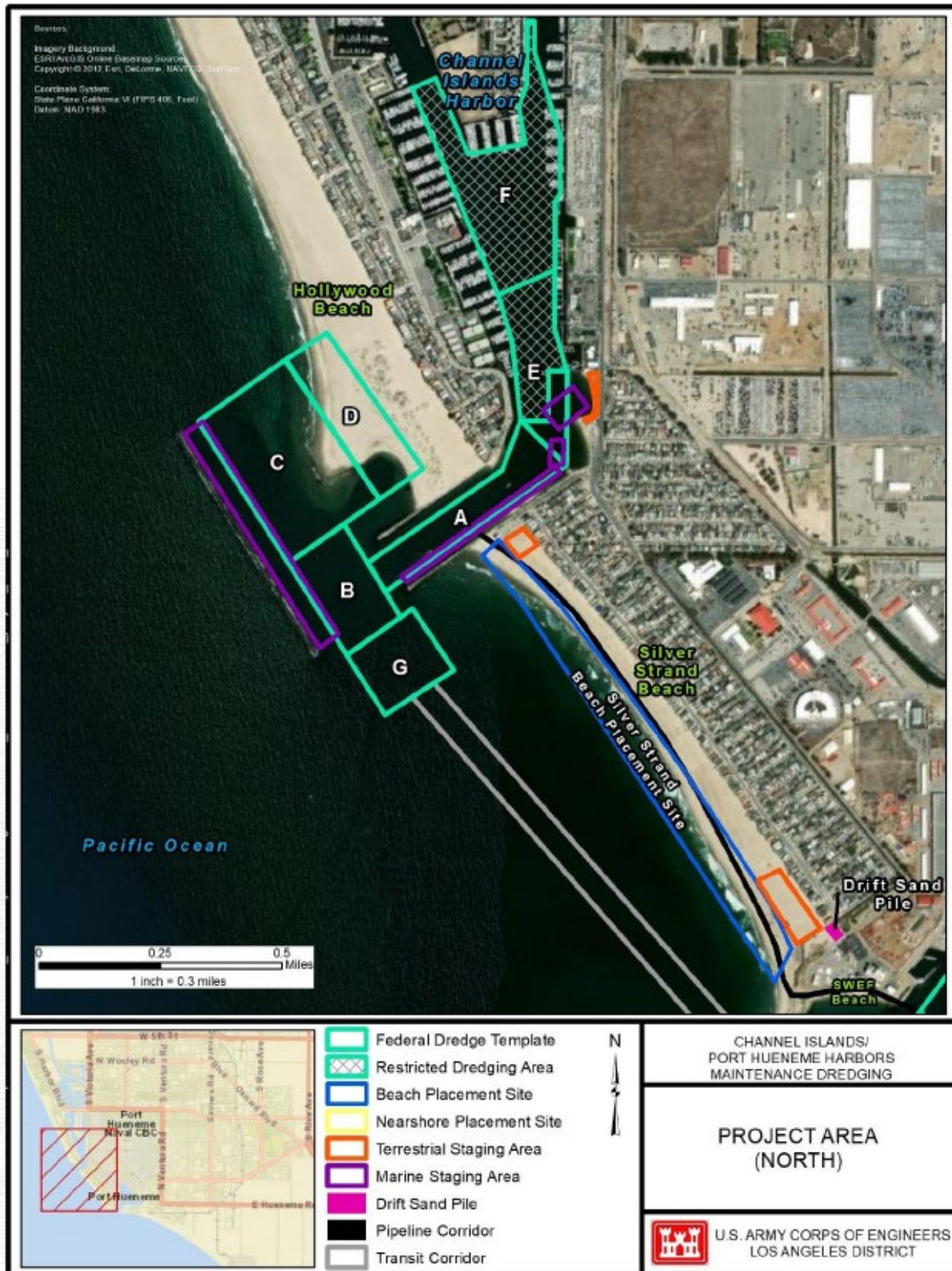
Date



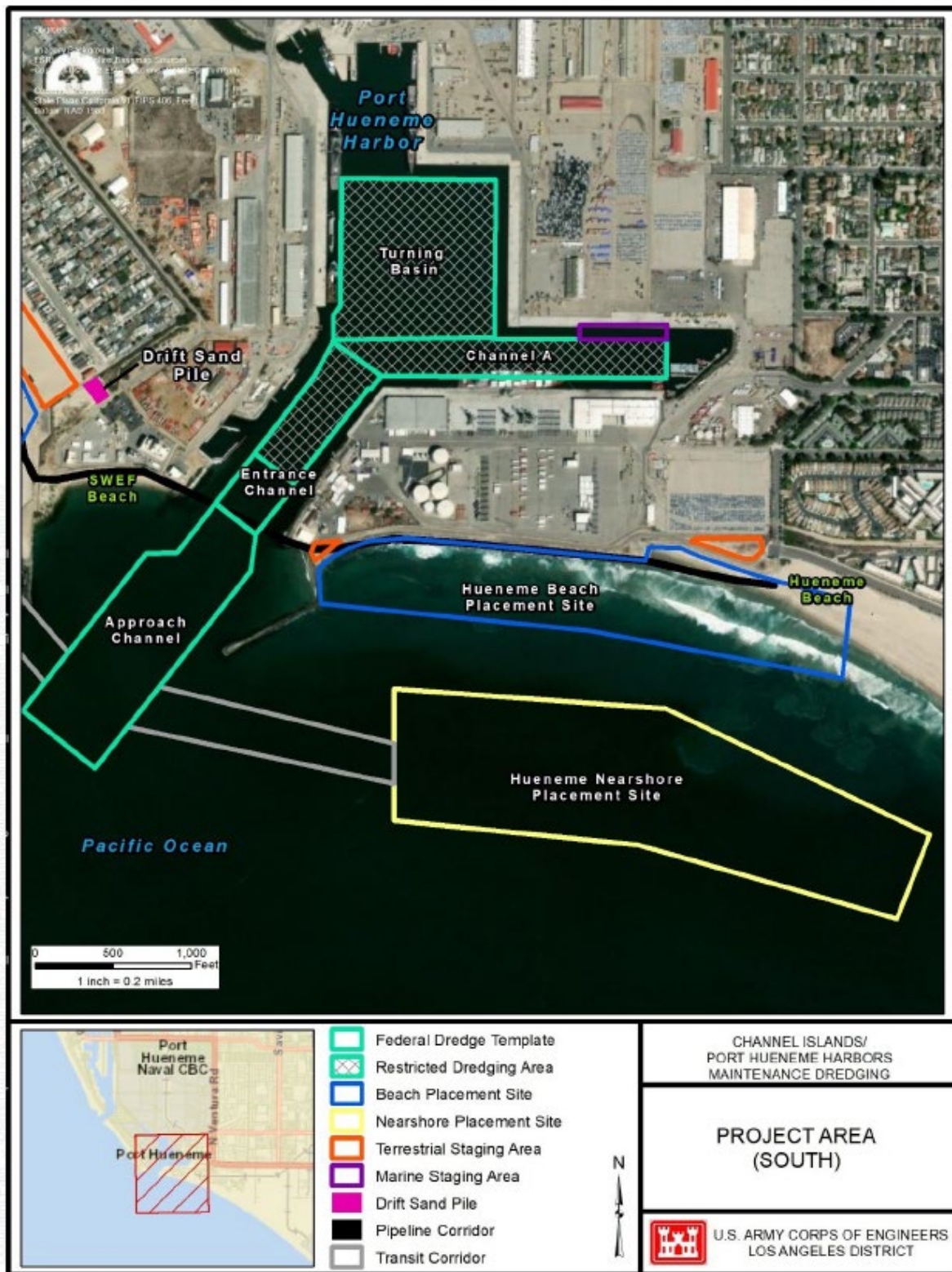
Figure 1: Vicinity Map



February 2024



February 2024



Attachment B
Signatory Requirements

SIGNATORY REQUIREMENTS

*All Documents Submitted In Compliance With This Order
Shall Meet The Following Signatory Requirements:*

1. All applications, reports, or information submitted to the Los Angeles Water Quality Control Board (Los Angeles Water Board) must be signed and certified as follows:
 - a) For a corporation, by a responsible corporate officer of at least the level of vice-president.
 - b) For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 - c) For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
2. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:
 - a) The authorization is made in writing by a person described in items 1.a through 1.c above.
 - b) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c) The written authorization is submitted to the Los Angeles Water Board Staff Contact prior to submitting any documents listed in item 1 above.
3. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Copies of this Form

Include a copy of the Project specific Cover Sheet below with your report: please retain a copy for your records.

Report Submittal Instructions

1. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting.
 - **Part A (Annual Report):** This report will be submitted annually from the anniversary of Project effective date until a Notice of Project Complete Letter is issued.
 - **Part B (Project Status Notifications):** Used to notify the Los Angeles Water Board of the status of the Project schedule that may affect Project billing.
 - **Part C (Conditional Notifications and Reports):** Required on a case by case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
2. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.
3. **Electronic Report Submittal Instructions:**
 - Submit signed Report and Notification Cover Sheet and required information via email to: RB4-401Certification@Waterboards.ca.gov
 - Include in the subject line of the email: Subject: ATTN: Emily Duncan; File No: 24-016, Reg. Measure ID: 455868 Report

Definition of Reporting Terms

1. **Active Discharge Period:** The active discharge period begins with the effective date of this Order and includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.
2. **Post-Discharge Monitoring Period:** The post-discharge monitoring period begins when all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction have taken place. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.
3. **Request for Notice of Project Complete Letter:** This request by the Permittee to the Los Angeles Water Board staff pertains to projects that have completed construction and/or any post-construction monitoring and achieved performance standards, and no further Project activities are planned. Los

Angeles Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

4. **Effective Date:** Date of Order issuance.

Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

1. **Map Format Information:**

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles must depict the boundaries of all project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD38) in the California Teale Albers projection in feet.
- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5 minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

2. **Photo-Documentation:** Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

REPORT AND NOTIFICATION COVER SHEET

Project: Channel Islands/Port Hueneme Harbors Maintenance Dredging Project

Permittee: Army Corps of Engineers, Jodi L. Clifford

Reg. Meas. ID: 455868

Place ID: 893514

File No: 24-016

Report Type Submitted

Part A – Project Reporting

Report Type ☐ Annual Report

Part B - Project Status Notifications

Report Type ☐ Commencement of Construction

☐ Request for Notice of Project Complete Letter

Part C - Conditional Notifications and Reports

Report Type ☐ Accidental Discharge of Hazardous Material Report

Report Type ☐ Violation of Compliance with Water Quality Standards Report

Report Type ☐ In-Water Work/Diversions Water Quality Monitoring Report

Report Type ☐ Modifications to Project Report

Report Type ☐ Transfer of Property Ownership Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name ¹

Affiliation and Job Title

Signature

Date

¹STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee's Signature

Date

***This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.**

Part A – Project Reporting

Report Type	Annual Report
Report Purpose	Notify the Los Angeles Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
When to Submit	Annual reports shall be submitted each year on the anniversary of Project effective date. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.
Report Contents	<p>The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.</p> <p><u>During the Active Discharge Period</u></p> <ul style="list-style-type: none"> • Topic 1: Construction Summary • Topic 2: Mitigation for Temporary Impacts Status • Topic 3: Compensatory Mitigation for Permanent Impacts Status <p><u>During the Post-Discharge Monitoring Period</u></p> <ul style="list-style-type: none"> • Topic 2: Mitigation for Temporary Impacts Status • Topic 3: Compensatory Mitigation for Permanent Impacts Status
Annual Report Topics (1-3)	
Annual Report Topic 1	Construction Summary
When to Submit	With the annual report during the Active Discharge Period.
Report Contents	<ol style="list-style-type: none"> 1. Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay. 2. Color photos, pre-project and current. 3. Map showing general Project progress. 4. If applicable: <ol style="list-style-type: none"> a. Summary of any conditional reports sent during the year such as “Accidental Discharge of Hazardous Material Report” or “Violation of Compliance with Water Quality Standards Report” b. Copies of revised permits from other agencies c. Compilation of all water quality monitoring results for the year in a spreadsheet format.
Annual Report Topic 2	Mitigation for Temporary Impacts Status
When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents	<p>*If not applicable report N/A.</p> <ol style="list-style-type: none"> 1. Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state. 2. If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of mitigation success.
Annual Report Topic 3	Compensatory Mitigation for Permanent Impacts Status
When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
Report Contents	<p>*If not applicable report N/A.</p> <p>Part A. Permittee Responsible</p> <ol style="list-style-type: none"> 1. Planned date of initiation of compensatory mitigation site installation. 2. If installation is in progress, a map of what has been completed to date. 3. If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan. <p>Part B. Mitigation Bank or In-Lieu Fee</p> <ol style="list-style-type: none"> 1. Status or proof of purchase of credit types and quantities. 2. Include the name of bank/ILF Program and contact information. 3. If ILF, location of project and type if known.

Part B – Project Status Notifications

Report Type	Notice of Completion of an Eelgrass surveyr
Report Purpose	Notify Los Angeles Water Board staff of the completion of an Eelgrass survey.
When to Submit	Construction shall not begin before approval of the survey by the Los Angeles Regional Water Board.
Report Contents	<ol style="list-style-type: none"> 1. An eelgrass survey conducted following the California Eelgrass Mitigation Policy (CEMP) instructions. 2. As stated in CEMP, a survey must be conducted during the active growth period for eelgrass (typically March through October for southern California) no more than 60 days prior to construction activities.

Report Type	Commencement of Construction
Report Purpose	Notify Los Angeles Water Board staff prior to the start of construction.
When to Submit	Must be received at least seven (7) days prior to start of initial ground disturbance activities.
Report Contents	<ol style="list-style-type: none"> 3. Date of commencement of construction. 4. Anticipated date when discharges to waters of the state will occur.

	5. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.
--	---

Report Type	Request for Notice of Project Complete Letter
Report Purpose	Notify Los Angeles Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.
When to Submit	Must be received by Los Angeles Water Board staff within thirty (30) days following completion of all Project activities.
Report Contents	<p>Part A: Project Construction</p> <ol style="list-style-type: none"> 1. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized. <p>Part B: Mitigation for Temporary Impacts</p> <ol style="list-style-type: none"> 1. A report establishing that areas of temporary impacts to waters of the state, and upland areas of temporary disturbance which could result in a discharge to waters of the state, have been successfully restored and all identified success criteria have been met. Pre- and post-photo documentation of all restoration sites. <p>Part C: Permittee Responsible Compensatory Mitigation</p> <ol style="list-style-type: none"> 2. A report establishing that the performance standards outlined in the compensatory mitigation plan have been met. 3. Status on the implementation of the long-term maintenance and management plan and funding of endowment. 4. Pre- and post-photo documentation of all compensatory mitigation sites. 5. Final maps of all compensatory mitigation areas (including buffers). <p>Part D: Post-Construction Storm Water BMPs</p> <ol style="list-style-type: none"> 6. Date of storm water permit Notice of Termination(s), if applicable. 7. Report status and functionality of all post-construction BMPs.

Part C – Conditional Notifications and Reports

Report Type	Accidental Discharge of Hazardous Material Report
Report Purpose	Notifies Los Angeles Water Board staff that an accidental discharge of hazardous material has occurred.
When to Submit	Within five (5) working days following the date of an accidental discharge. Continue reporting as required by Los Angeles Water Board staff.
Report Contents	<ol style="list-style-type: none"> 1. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent,

	<p>and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted.</p> <ol style="list-style-type: none"> 2. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites. 3. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.
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Report Type	Violation of Compliance with Water Quality Standards Report
Report Purpose	Notifies Los Angeles Water Board staff that a violation of compliance with water quality standards has occurred.
When to Submit	The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Los Angeles Water Board staff.
Report Contents	The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Los Angeles Water Board staff.

Report Type	In-Water Work and Diversions Water Quality Monitoring Report
Report Purpose	Notifies Los Angeles Water Board staff of the completion of in-water work.
When to Submit	Within three (3) working days following the completion of in-water work. Continue reporting in accordance with the approved water quality monitoring plan.
Report Contents	As required by the approved water quality monitoring plan.

Report Type	Modifications to Project Report
Report Purpose	Notifies Los Angeles Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
When to Submit	Prior to any alteration or modification of Project activities.
Report Contents	A description and location of any alterations of Project activities. Identify any Project modifications that will interfere with the Permittee's compliance with the Order. Any alteration may require an Amendment, to be determined by Los Angeles Water Board staff.

Report Type	Transfer of Property Ownership Report
Report Purpose	Notifies Los Angeles Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
When to Submit	At least 10 working days prior to the transfer of ownership.

Report Contents	<ol style="list-style-type: none">1. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:<ol style="list-style-type: none">a. the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; andb. responsibility for compliance with any long-term BMP¹ maintenance plan requirements in this Order.2. A statement that the Permittee has informed the purchaser to submit a written request to the Los Angeles Water Board to be named as the permittee in a revised order.
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¹ Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.

Compliance with Code of Federal Regulations, title 40, section 121.7, subdivision (d).

The purpose of this attachment is to comply with Title 40, Code of Federal Regulations (CFR) Part 121.7(d)(1), which requires an explanation of why a condition is necessary to assure that the authorized discharge will comply with water quality requirements, and a citation to federal, state, or tribal law that authorizes the condition.

This Attachment uses the same organizational structure as the *Conditions* Section, and the statements below correspond with the conditions set forth in the *Conditions* Section. The Sections preceding the *Conditions* Section are not “conditions” as used in 40 CFR section 121.7.(A).

The following three sources of authority are applicable to almost all conditions. Because these authorities are relevant to so many conditions, they are described in greater detail here and then cross-referenced below.

The state’s Statement of Policy with respect to Maintaining High Quality of Waters in California (“Antidegradation Policy”, State Board Resolution No. 68-16), requires that any “activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters will be required to meet waste discharge requirements which will result in the best practicable treatment or control of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the state will be maintained.” All Regional Board Water Quality Control Plans incorporate the state’s Antidegradation Policy by reference. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 CFR Part 131.12), which requires “[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected.” According to U.S. EPA, for dischargers of dredged or fill material comply with the federal Antidegradation Policy by complying with U.S. EPA’s section 404(b)(1) Guidelines. The State Water Board adopted a modified version of U.S. EPA’s section 404(b)(1) Guidelines in the Dredge or Fill Procedures (also referred as State Supplemental Guidelines).

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures) were adopted on April 2, 2019 and went into effect on May 28, 2020. The Dredge or Fill Procedures were adopted pursuant to the State Water Board’s authority under Water Code section 13140 (state policy for water quality control) and 13170 (water quality control plan), and accordingly have regulatory effect. Consistent with Government Code, section 11353, a clear and concise summary of the Dredge or Fill Procedures is available in California Code of Regulations, section 3013. Per the Dredge or Fill Procedures, the permitting authority may only approve a project if the demonstrations set forth in Section IV.B.1 have been made. The information required by Section IV.A is necessary to ensure compliance with Section IV.B.1.

In addition, the conditions within the Order are generally required pursuant to the Los Angeles Water Board’s Water Quality Control Plan for the Coastal Watersheds of Los Angeles and Ventura Counties (Basin Plan). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan

includes water quality objectives for chemical constituents, oil and grease, pH, dissolved oxygen, temperature, toxicity, pesticides, solid, suspended or settleable materials, floating material, turbidity, exotic vegetation, color, and taste and odor which ensure protection of beneficial uses.

Furthermore, the conditions within the Order are also required, where applicable, pursuant to statewide water quality control plans and policies which were adopted and are periodically revised pursuant to Water Code section 13240, including, but not limited to, the following:

- California Ocean Plan (Ocean Plan),
- California Thermal Plan (Thermal Plan),
- Enclosed Bays and Estuaries Plan,
- Inland Surface Waters, Enclosed Bays, and Estuaries (ISWEBE) Plan,
- Plan for California's Nonpoint Source (NPS) Pollution Control Program,
- Water Quality Control Policy for the Enclosed Bays and Estuaries of California,
- Policy for the Implementation and Enforcement of the Nonpoint Source (NPS) Pollution Control Program,
- State of California Executive Order W-59-93 (Wetlands "No Net Loss" Policy), and

Furthermore, California Code of Regulations, title 23, Chapter 28 also sets forth regulations pertaining to water quality certifications. Section 3856 sets forth information that must be included in water quality certification requests, includes a description of steps that have or will be taken to avoid, minimize, and compensate for impacts to waters of the state.

Conditions

Authorization

Authorization under this Order is granted based on the application information submitted. Water Code section 13264 prohibits any discharge that is not specifically authorized in this Order.

Reporting and Notification Requirements

The reports confirm that the best management practices required under this Order are sufficient to protect beneficial uses and water quality objectives. The reports related to accidental discharges also ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges are taken as soon as possible. These monitoring and reporting conditions are authorized because the Water Boards have the authority to investigate the quality of any waters of the state within its region under Water Code sections 13383 and 13267. The burden of preparing these reports, including costs, bears a reasonably relationship to the benefits to be obtained from the reports. Specifically, the reports are necessary to demonstrate protection of beneficial uses and compliance with the requirements of the Order and relevant laws (including the Clean Water Act and other authorities). The anticipated costs are minimal as the reporting obligations require only visual monitoring, in-field measurements, and notification reporting.

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions regarding transfers are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Confirmation is also necessary to confirm whether liability for long-term best management practices maintenance is accepted by another entity. If not, the original discharger remains responsible for compliance with this Order. Water Code section 13264 prohibits any discharge that is not specifically authorized in this Order.

Water Quality Monitoring

General

This monitoring condition is authorized because the Water Boards have the authority to investigate the quality of any waters of the state within its region under Water Code sections 13383 and 13267. The burden of monitoring, including costs, bears a reasonable relationship to the need for the monitoring, and the benefits to be obtained from the monitoring. The anticipated costs are minimal as only visual monitoring and in-field measurements are required. Specifically, the reports are necessary to demonstrate protection of beneficial uses and compliance with the requirements of the Order and relevant laws (including the Clean Water Act and other authorities

Accidental Discharges/Noncompliance

See explanation for the *Reporting and Notification Requirements* Section

In-Water Work or Diversions

Consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work, including temporary dewatering or diversions. These conditions are required to assure that 1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained. A water quality monitoring plan is necessary to conform to water quality standards for oil and grease, dissolved oxygen, pH, turbidity, and temperature. The Regional Water Board's Basin Plan and/or applicable statewide plans and policies contains provisions related to all these constituents.

These monitoring and reporting conditions are authorized because the Water Boards have the authority to investigate the quality of any waters of the state within its region under Water Code sections 13383 and 13267. The burden of preparing these reports, including costs, bears a reasonable relationship to the need for, and benefits of, the reports. The anticipated costs are minimal as the sampling requirements are either visual or only require a grab sample on a daily and/or weekly basis. Specifically, the reports are necessary to demonstrate protection of beneficial uses and compliance with the requirements of the Order and relevant laws (including the Clean Water Act and other authorities

Post-Construction

The reports confirm that the best management practices required under this order are sufficient to protect beneficial uses and water quality objectives. The reports related to accidental

discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges are taken as soon as possible. These monitoring and reporting conditions are authorized because the Water Boards have the authority to investigate the quality of any waters of the state within its region under Water Code sections 13383 and 13267. The burden of preparing these reports, including costs, bears a reasonable relationship to the need for, and benefits of, the reports. The anticipated costs are minimal as the reporting obligations require only visual monitoring, in-field measurements, and notification reporting.

Standard Conditions

“This Order is subject to modification or revocation ...”

“This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility ...”

“This Order is conditioned upon total payment of any fee ...”

These Conditions are standard conditions that “shall be included as conditions of all water quality certification actions.” (Cal. Code of Regs., section 3860.)

General Compliance

“Permitted actions must not cause a violation of any applicable water quality standards ...”

By the plain language of section 401 of the Clean Water Act, permitted actions may not cause a violation of applicable water quality standards. This condition related to compliance with water quality objectives and designated beneficial uses is required pursuant to the Los Angeles Water Board's Basin Plan and/or other applicable statewide plans and policies. The Basin Plan's water quality standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses include the designated beneficial uses (Basin Plan, Chapter 2, Tables 2-1, 2-1a, 2-3, 2-3a, 2-4, and 2-4a; Ocean Plan, Page 4), and water quality objectives for chemical constituents (Basin Plan, page 3-29), color (Basin Plan, page 3-32), exotic vegetation (Basin Plan, page 3-32), floating material (Basin Plan, page 3-33), oil and grease (Basin Plan, page 3-34), dissolved oxygen (Basin Plan, page 3-39), pesticides (Basin Plan, page 3-40), pH (Basin Plan, page 3-40), solid, suspended and settleable material (Basin Plan, page 3-44), taste and odor (Basin Plan, page 3-44), temperature (Basin Plan, page 3-44), toxicity (Basin Plan, page 3-45), and turbidity (Basin Plan, page 3-46), and in ocean waters for physical (Ocean Plan, page 7), chemical (Ocean Plan, page 7), and biological characteristics (Ocean Plan, page 8).

“The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports...”

Authorization under this Order is granted based on the application information submitted, including engineering plans, specifications, and technical reports. Water Code section 13264 prohibits any discharge that is not specifically authorized in this Order.

Administrative

“Signatory requirements for all document submittals...”

Conditions related to signatory requirements are also authorized by Water Code sections 13383 and 13267, which requires any person discharging waste that could affects the quality of waters to provide to the Water Boards, under penalty of perjury, any technical or monitoring program reports as required by the Water Boards. The signatory requirements are consistent with 40 C.F.R. section 122.22.

“The Permittee shall grant Los Angeles Water Board staff ...”

Conditions related to site access requirements are authorized pursuant to the Water Boards' authority to investigate the quality of any waters of the state within its region under Water Code sections 13383 and 13267. Water Code section 13267(c) provides that “the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with.”

“A copy of this Order shall be provided to any consultants, contractors, and subcontractors ...”

“A copy of this Order must be available at the Project site(s) during construction...”

These conditions require site personnel (agents of the applicant) and agencies to be familiar with the content of the Order and mandate availability of the document at the project site. These conditions are required to assure that any authorized discharge will comply with the terms and conditions of the Order and is inherently tied to the signature requirements required by Water Code section 13267.

Best Management Practices

All the conditions related to best management practices are consistent with the Water Board's authority to establish, “[w]ater quality conditions that could reasonably be achieved through the coordinated control of all factors which affect water quality in the area” pursuant to Water Code section 13241(c). Water Code section 13264 prohibits any discharge that is not specifically authorized in this Order. The activities authorized under this Order have the potential to result in a discharge that exceeds water quality objectives, which is prohibited by the Clean Water Act, Antidegradation Policy and Water Code section 13263. As required by Water Code section 13369, all Water Quality Control Plans incentivize the use of best management practices to prevent prohibited discharges into waters of the state.

Dredging

Dischargers of dredged or fill material comply with the federal Antidegradation Policy by complying with U.S. EPA's section 404(b)(1) Guidelines. The State Water Boards adopted a modified version of U.S. EPA's section 404(b)(1) Guidelines in the Dredge or Fill Procedures

(State Supplemental Guidelines). In addition, this condition is required to assure that dredging operations will comply with water quality objectives established for surface waters, including solid, suspended and settleable material, toxicity and turbidity (Basin Plan, page 3-44, 3-45, 3-46), and in ocean waters physical (Ocean Plan, page 7), chemical (Ocean Plan, page 7), and biological characteristics (Ocean Plan, page 8), Ocean Plan, Thermal Plan, Enclosed Bays and Estuaries Plan, ISWEBE Plan, NPS Pollution Control Plan, Water Quality Control Policy for the Enclosed Bays and Estuaries of California, Policy for the Implementation and Enforcement of the NPS Pollution Control Program, Wetlands "No Net Loss" Policy.

Site Management

This condition is necessary to prevent violation of state discharge prohibitions that protect water quality objectives. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the floating material and toxicity and floating material water quality objectives (Basin Plan, pages 3-33 & 3-45), and in ocean waters the physical (Ocean Plan, page 7), chemical (Ocean Plan, page 7), and biological characteristics objectives (Ocean Plan, page 8). Water Code section 13264 prohibits any discharge that is not specifically authorized in this Order. Failure to appropriately manage site conditions has the potential to result in a discharge that exceeds water quality objectives, which is prohibited by the Clean Water Act, Antidegradation Policy and Water Code section 13263, Ocean Plan, Thermal Plan, Enclosed Bays and Estuaries Plan, ISWEBE Plan, NPS Pollution Control Plan, Water Quality Control Policy for the Enclosed Bays and Estuaries of California, Policy for the Implementation and Enforcement of the NPS Pollution Control Program, Wetlands "No Net Loss" Policy.

Hazardous Materials

These conditions are required pursuant to the Los Angeles Basin Plan (toxicity objective, page 3-40), and the Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California (SIP), which prohibit the discharge of substances in concentrations toxic to human, plant, animal, or aquatic life. Toxic compounds can impair the beneficial uses of cold freshwater habitat, estuarine habitat, marine habitat, preservation of rare and endangered species, fish migration, fish spawning, warm freshwater habitat, and wildlife habitat. Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with any water quality objectives adopted or approved under sections 13170 or 13245 of the Water Code.

Conditions related to concrete/cement are required pursuant to the Los Angeles Basin Plan, which require discharges to waters do not adversely raise or lower pH levels (Basin Plan, page 3-40). Water Code section 13264 prohibits any discharge that is not specifically authorized in this Order. The release of hazardous materials has the potential to result in a discharge that exceeds water quality objectives, which is prohibited by the Clean Water Act, the Antidegradation Policy, the Los Angeles Basin Plan, the Dredge or Fill Procedures and Water Code section 13263, Ocean Plan, Thermal Plan, Enclosed Bays and Estuaries Plan, ISWEBE Plan, NPS Pollution Control Plan, Water Quality Control Policy for the Enclosed Bays and Estuaries of California, Policy for the Implementation and Enforcement of the NPS Pollution Control Program, Wetlands "No Net Loss" Policy.

Wildlife and Special Status Species

a) Prior to each biennial dredge cycle an eelgrass and Caulerpa survey shall be performed in accordance with the California Eelgrass Mitigation Policy (CEMP).

b) No dredging activities shall be conducted in the sand trap area (adjacent to Hollywood Beach) during the shorebird/seabird nesting season (March 1 - September 30).

Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et seq.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Los Angeles Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

Stormwater

Conditions related to stormwater management are required to comply with the Los Angeles Region's Basin Plan and the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 20090009-DWQ; NPDES No. CAS000002 as amended by Order No. 2010-0014-DWQ, Order No. 2012-0006-DWQ, Order WQ 2022-0057-DWQ and any amendments thereto) (General Construction Permit). Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges to avoid or minimize such degradation. Implementation of control measures and best management practices (BMPs) described in the condition will assure compliance with water quality objectives including floating material, temperature, suspended and settleable material, and turbidity. (Basin Plan, pages 3-33, 3-44, 3-44, 3-46) Water Code section 13264 prohibits any discharge that is not specifically authorized in this Order. Rain events have the potential to result in a discharge that exceeds water quality objectives, which is prohibited by the Clean Water Act, the Antidegradation Policy, the Los Angeles Basin Plan, the Dredge or Fill Procedures and Water Code section 13263, Ocean Plan, Thermal Plan, Enclosed Bays and Estuaries Plan, ISWEBE Plan, NPS Pollution Control Plan, Water Quality Control Policy for the Enclosed Bays and Estuaries of California, Policy for the Implementation and Enforcement of the NPS Pollution Control Program, Wetlands "No Net Loss" Policy.

On-site Mitigation for Temporary Impacts

Conditions in this section related to restoration and/or mitigation of temporary impacts are required by the Dredge or Fill Procedures, which requires "in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions." (Dredge or Fill Procedures section IV. A.2(d) & B.4.)

Additional authorities applying to this condition include:

- Clean Water Act Section 401 (a discharge shall comply with water quality standards, which are established in Water Quality Control Plans)
- California Water Code section 13263 (discharges must implement water quality control plans and water quality objectives)
- California Code of Regulations, Title 23, section 3859 (conditions shall be added to ensure compliance with water quality standards and other appropriate requirements)
- 40 CFR 230.10 (a) (no discharge permitted if there is a practicable alternative with less impacts)
- 40 CFR 230.10 (b) (discharges may not cause or contribute to violations of water quality standards)
- 40 CFR 230.10 (c) (discharges may not cause degradation)
- 40 CFR 230.12 (conditions shall be included to minimize adverse effects to aquatic ecosystems)
- 40 CFR 230.70 (minimize effects of discharge through various actions)
- 40 CFR 230.71 (minimize effects of discharge through treatment of or limitations on the material)
- 40 CFR 230.72 (effects of discharge may be controlled by containment areas and other best management practices)
- 40 CFR 230.73 (minimize effects of discharged by controlling dispersion)
- 40 CFR 230.74 (minimize effects through use of appropriate equipment and techniques)
- 40 CFR 230.75 (minimize adverse effects on plant and animal populations)
- 40 CFR 230.76 (minimize adverse effects on human use, including timing of discharge)
- 40 CFR 230.77 (control runoff, maintain desired water quality, consider ecological changes)
- 40 CFR 230.91 (take all appropriate and practicable steps to avoid and minimize adverse impacts to waters of the United States)
- 40 CFR Part 230, Subpart J (sections 230.92 *et seq.*) (compensatory mitigation for losses of aquatic resources)
- The National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) (require identifying alternatives to avoid and minimize effects (40 CFR 1500.2 and California Code of Regulations, Title 144, section 15021))
- Dredge or Fill Procedures section IV. A.2(c) (water quality monitoring plan to monitor compliance with water quality objectives)
- Dredge or Fill Procedures, Subpart H (actions to minimize adverse effects)