



**US Army Corps  
of Engineers.**  
New York District

THIS IS AN UNRESTRICTED PROCUREMENT AISC CODE 234990

---

MAINTENANCE DREDGING AND DISPOSITION OF  
DREDGED MATERIAL FROM  
SEQUINE POINT SECTION OF THE RARITAN BAY REACH  
OF THE NEW YORK AND NEW JERSEY CHANNELS

Solicitations &

Specifications

IFB No. W912DS-04-B-0008



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
NEW YORK DISTRICT, CORPS OF ENGINEERS  
JACOB K. JAVITS FEDERAL BUILDING  
NEW YORK, N.Y. 10278-0090

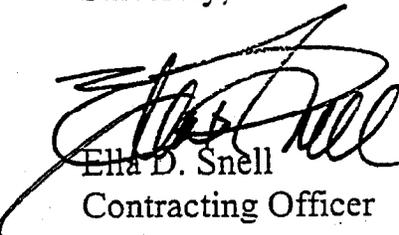
Contracts Branch  
Contracting Division

SUBJECT: Central Contractor Registration

TO ALL PROSPECTIVE CONTRACTORS:

Please be advised that it is now required to register with the CCR (Central Contractor Registration) in order to perform work for the Federal Government. For additional information, please refer to the instruction sheet on the back of this letter, which includes the appropriate websites and telephone numbers.

Sincerely,

A handwritten signature in black ink, appearing to read "Ella D. Snell", is written over the typed name and title.

Ella D. Snell  
Contracting Officer

# CENTRAL CONTRACTOR REGISTRATION

***HTTP://WWW.ACQ.OSD.MIL/EC***

1(800) 334-3414

The Central Contractor Registry (CCR) is the Government's new national storing house of commercial and financial information on current and would-be contractors.

CCR eliminates the requirement for current and future contractors to submit Standard Form 129 and provides a single location for registering to conduct business with the Federal Government. Access to the register is available via the World Wide Web. A registration workbook is available for downloading from this site. It is highly recommended you review it prior to processing CCR to ensure all required information is available. Contractors are required to have a DUNS (Data Universal Numbering System) assigned by Dunn & Bradstreet at no charge (call 1-800-333-0505).

The initial Web Site application capability is for the initial contractor registration only. The ability to change, update or cancel a registration and query contractor information via the Web is currently in effect. After submitting a registration, contractors may use the Web application to inquire as to the status of their registration. Typically, a registration will be activated within 48 hours after receiving a complete and accurate application via the Internet. To register via the Internet, go to <http://ccr.edi.disa.mil>. Registration of an applicant through fax or mail may take up to 30 days. The mailing addresses are as follows: For firms with Legal business names beginning with the letters A-K or a number use CCR Registration Assistance Center, 2000 South Loop 256, Suite 11, Palestine, Texas 75801, FAX NO: (903) 729-7988. For firms with Legal business names beginning with the letters L-Z or a number use CCR Registration Assistance Center, 1450 Scalp Avenue, Johnstown, PA. 15904 FAX NO: (814) 262-2326. For those Contractor's who chose to register by mail, a paper registration form can be used and sent or faxed to the appropriate above address who will also furnish the form. Once successfully registered in CCR, a notice will be sent via email, fax, or regular post with information that a Trading Partner Identification Number (TPIN) will soon follow. For CCR implementation and contract questions please contact Robert Cooper at (703) 681-7573.

Anyone may access CCR via the Web to inquire whether vendor is registered at the following site: <http://ccr.edi.disa.mil>.

Information or assistance is available from your local Electronic Commerce Resources Center or Electronic Commerce Information Center at 1-800-334-3414 (8am-8pm), Monday-Friday, except Federal Holidays.

Additionally, your local Procurement Technical Assistance Center (PTAC) employs highly skilled professionals to help businesses like ours earn Federal and State Government contracts; assist with your CCR enrollment. The PTAC can provide Government specifications, daily listings of bid opportunities, bid history and contract award results, training and assistance with Electronic Data Exchange (EDI).

To find the office nearest you, the national PTAC directory can be accessed at Website <http://www.fedmarket.com/tecassis.html>.

US ARMY ENGINEER DISTRICT, NEW YORK

**INVITATION FOR BID NO. W912DS-04-B-0008**

CHECK LIST FOR BIDDERS

ATTACHED IS IFB NO. W912DS-04-B-0008

Maintenance Dredging and Disposition of Dredged Material from Sequine Point Section of the Raritan Bay Reach of the New York and New Jersey Channels.

ALL INFORMATION REQUIRED BY THE TERMS OF THIS SOLICITATION MUST BE FURNISHED. MISTAKES OR OMISSIONS MAY RENDER YOUR BID INELIGIBLE FOR AWARD. IMPORTANT ITEMS FOR YOU TO CHECK ARE INCLUDED IN BUT NOT LIMITED TO THOSE LISTED BELOW. THIS INFORMATION IS FURNISHED ONLY TO ASSIST YOU IN SUBMITTING A PROPER BID.

HAVE YOU ACKNOWLEDGED ALL AMENDMENTS?

HAVE YOU COMPLETED THE "REPRESENTATIONS AND CERTIFICATIONS" (SECTION 00600) PORTION OF THE SOLICITATION?

IS YOUR DUNS NUMBER LISTED ON THE STANDARD FORM 1442?

IS YOUR BID PROPERLY SIGNED?

A BID BOND IS REQUIRED. HAS YOUR SURETY PROVIDED YOU WITH A BID BOND ON STANDARD FORM 24 OR A SIMILAR FORM CONTAINING THE SAME LANGUAGE AS A STANDARD FORM 24?

IS YOUR BID GUARANTEE IN THE PROPER AMOUNT?

IS YOUR BID GUARANTEE PROPERLY SIGNED BY BOTH THE BIDDER AND SURETY AND ARE ALL REQUIRED SEALS AFFIXED?

IS THE NAME IN WHICH YOU SUBMITTED THE BID THE SAME ON YOUR BID AS ON THE BID BOND?

IS YOUR BID BOND INCLUDED WITH YOUR BID? (A LATE BID GUARANTEE IS TREATED THE SAME AS A LATE BID)

HAVE YOU ENSURED THAT YOU HAVE NOT RESTRICTED YOUR BID BY ALTERING THE PROVISIONS OF THE SOLICITATION?

\_\_ WHEN REQUIRED, HAVE YOU ENTERED A UNIT PRICE FOR EACH BID ITEM? (THE SOLICITATION SPECIFICALLY STATES WHEN THIS IS NECESSARY.)

\_\_ ARE DECIMALS IN YOUR PRICES IN THE PROPER PLACE? ARE YOUR FIGURES LEGIBLE?

\_\_ IF YOU HAVE MADE ERASURES OR CORRECTIONS ON YOUR BID, ARE THEY INITIALED BY THE PERSON SIGNING THE BID?

\_\_ DOES THE ENVELOPE CONTAINING YOUR BID PROPERLY IDENTIFY THAT IT IS A SEALED BID AND DOES IT CONTAIN THE CORRECT SOLICITATION NUMBER AND BID OPENING TIME?

\_\_ WILL YOUR BID ARRIVE ON TIME? (SEE PARAGRAPH ENTITLED "LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS" IN THE INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS, SECTION 00100 OF THE SOLICITATION.)

**NOTE:** THERE ARE INCREASED SECURITY MEASURES AT JACOB K. JAVITS FEDERAL BUILDING, 26 FEDERAL PLAZA THAT MAY AFFECT THE TIME IT TAKES TO ENTER THE BUILDING. BIDDERS IS RESPONSIBLE TO ENSURE THAT ITS BID IS SUBMITTED TIMELY.

BIDDER IS RESPONSIBLE TO ENSURE BID IS SUBMITTED ON TIME.

IFB NO. DACW51-02-B-0002

NEW YORK DISTRICT  
CORPS OF ENGINEERS  
NEW YORK, NEW YORK 10278-0090  
INVITATION FOR BIDS  
FOR  
MAINTENANCE DREDGING AND DISPOSITION  
OF DREDGED MATERIAL FROM  
ARTHUR KILL REACH OF THE  
NEW YORK AND NEW JERSEY CHANNELS

1. Attached is INVITATION FOR BIDS (IFB) NO. DACW51-02-B-0002
2. BIDS MUST SET FORTH full, accurate, and complete information as requested by this Invitation for Bids, including attachments. The penalty for making false statements in bids is prescribed in Title 18, United States Code, Section 1001.
3. SUBMISSION OF BIDS: Complete details concerning proper submission of bids are contained in the INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS (Section 00100).
4. Note the REQUIREMENT FOR AFFIRMATIVE ACTION of the EQUAL OPPORTUNITY clause as it applies to the contract resulting from this solicitation. (See paragraph NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPURTUNITY in Section 00100 of this IFB.)
5. REPRESENTATIONS AND CERTIFICATIONS- SECTION 00600  
Bidders and Offerors are required to complete the REPRESENTATIONS AND CERTIFICATIONS and submit them with their bids.
6. THIS IS A CIVIL WORKS PROGRAM PROCUREMENT AND IS NOT FUNDED BY THE DEPARTMENT OF DEFENSE. BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAY 1993) IN ACCORDANCE WITH FAR 52.225-5 APPLIES.
7. THIS PROJECT IS NOT A SMALL BUSINESS SET-ASIDE.

COVER SHEET

W912DS-04-B-0008

MAINTENANCE DREDGING AND DISPOSITION OF DREDGED MATERIAL FROM  
SEQUINE POINT SECTION OF THE RARITAN BAY REACH OF THE  
NEW YORK AND NEW JERSEY CHANNELS

TABLE OF CONTENTS

SECTION NUMBER	TITLE
	CENTRAL CONTRACTOR REGISTRATION
	CHECKLIST FOR BIDDERS
	INSTRUCTIONS FOR BIDDERS
SECTION 00010	SOLICITATION, OFFER AND AWARD FORM
SECTION 00100	BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS
SECTION 00600	REPRESENTATIONS & CERTIFICATIONS
SECTION 00700	CONTRACT CLAUSES
SECTION 00800	SPECIAL CONTRACT REQUIREMENTS
SECTION 00900	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION 01200	TECHNICAL SPECIFICATIONS
SECTION 01351	SAFETY
SECTION 01355	ENVIRONMENTAL PROTECTION
SECTION 01451	INSPECTION AND ACCEPTANCE CONTRACTOR QUALITY CONTROL

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DS-04-B-0008	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 27-Apr-2004	PAGE OF PAGES 1 OF 35
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W16ROE-4104-7779	6. PROJECT NO.
-----------------	---	----------------

7. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278  TEL: 212-264-0238 FAX: 212-264-3013	CODE W912DS	8. ADDRESS OFFER TO <i>(If Other Than Item 7) CODE</i>  <b>See Item 7</b>  TEL: FAX:
--	----------------	---

9. FOR INFORMATION CALL:	A. NAME ALAN P LINK	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 212-264-0242
--------------------------	------------------------	--

**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 no., date):*

Maintenance Dredging and Disposition of Dredged Material From the Sequine Point Section of the Raritan Bay Reach of the New York and New Jersey Channels.

This is an unrestricted procurement.  
Estimated Value: \$5,000,000.00 to \$10,000,000.00.  
NAICS CODE: 237990. SIZE STANDARD: \$17.0 MILLION.  
Contract Specialist: ALAN P. LINK, (212) 264-6707  
Technical POC: SOON B. LEW, (212) 264-0199

11. The Contractor shall begin performance within 5 calendar days and complete it within 50 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. *(See \_\_\_\_\_.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND 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 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM *(hour)* local time 26 May 2004 *(date)*. If this is a sealed bid solicitation, offers must 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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)**

*(Construction, Alteration, or Repair)*

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>	15. TELEPHONE NO. <i>(Include area code)</i>
	16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
	<b>See Item 14</b>
CODE	FACILITY CODE

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

AMOUNTS	SEE SCHEDULE OF PRICES
---------	------------------------

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
---	----------------	-----------------

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	<b>ITEM</b>	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:	CODE
---------------------	------	------------------------------	------

*CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions 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 or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes 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 <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		
30B. SIGNATURE	30C. DATE	TEL:	EMAIL:
		31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MOBILIZATION AND DEMOBILIZATION FFP PURCHASE REQUEST NUMBER: W16ROE-4104-7779	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DREDGING FFP DREDGING, TRANSPORTATION, OFFLOADING, DEWATERING, PROCESSING, AND PLACEMENT. SEE SECTION 00800 FOR COMPLETE SPECIFICATIONS. PURCHASE REQUEST NUMBER: W16ROE-4104-7779	144,420	Cubic Yard		

NET AMT

FOB: Destination

**TOTAL BID FOR BOTH ITEMS, 0001 AND 0002: \$** \_\_\_\_\_

BIDDING INSTRUCTIONS

**OFFLOADING, PROCESSING, AND DISPOSAL SITES INFORMATION (TO BE PROVIDED BY BIDDERS):**

Name of Site(s) \_\_\_\_\_

Name of POC(s) \_\_\_\_\_

Address of Site(s) \_\_\_\_\_

Telephone Number(s) \_\_\_\_\_

## NOTES FOR PRICE SCHEDULE

1. Bidders are required to bid on all items on the Price Schedule or their bid will be rejected.
2. The low bidder for the purpose of award will be the conforming responsible bidder offering the lowest amount for the total bid price.(Items 0001 and 0002).
3. Any bid that is materially unbalanced may be rejected. An unbalanced bid is one, which is based on price significantly overstated for other work.
4. Bidders are reminded that they must bid on the issued plans and specifications as amended. Any deviations, conditions, or attachments made by the bidders thereto may render the bid non-responsive and be a cause for rejection.
5. The apparent low bidder shall submit the documents specified in Section 00800, Paragraph 1A (Contractor Identified Offloading, Processing, and Disposal Site Compliance). If the apparent low bidder does not submit the information required to be submitted within the time specified, the Contractor will be considered non-responsible, and its bid rejected.
6. Disposal Site Compliance: The Apparent Low Bidder must demonstrate to the Government **within 70 calendar days** from the date the apparent low bidder is notified of being the low bidder, that the CONTRACTOR's IDENTIFIED site(s) is operational and capable of offloading, processing, and disposing of the dredged material on that date for the estimated quantity as per the bid schedule, is in compliance with the New Jersey Department of Environmental Protection and/or with the State of New York Department of State Coastal Management (CZM) Program Policies or other host state compliance as appropriate for the offloading, processing, and disposal of dredged material.
7. Bidders will identify their offloading, processing, and disposal sites with their bid. Bidders will write on the blank lines provided on the Price Schedule the name(s) of the site(s), POC(s), address(es), and phone(s) of their site(s) included in that line item.

Note that the 90-day rule may apply to this contract if the sediment testing and permitting are delayed. The "90-day" rule references 29 CFR 1.6 (c)(3)(iv) as set forth in FAR 22.404-6(b)(6) provides that if a contract to which a general wage determination has been applied is not awarded within 90 days after bid opening, any modification to that wage determination published prior to the contract award shall be effective unless the agency obtains an extension of this 90-day period from the Administrator, US Department of Labor.

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	JAN 2004
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

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
SEE SECTION 00900 WAGE RATE DETERMINATION	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 **Staten Island, Richmond County, NYC, NY**

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, US Army Corps of Engineers, 26 Federal Plaza, Room 1814, New York, NY 10278-0090.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any \_\_\_\_\_ (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.219-2	Equal Low Bids	OCT 1995
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned 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 veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran 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).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

(1) Not less than 51 percent of which is owned 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; 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ( ) It has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

( ) is ( ) is not a historically black college or university;

( ) is ( ) is not a minority institution.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt I	Small Business Subcontracting Plan (Jan 2002) Alternate I	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages -Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001

52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JAN 2004
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **five (5)** 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 50 calendar days after the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,565.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

##### 52.211-18 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.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(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 40 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)

#### 52.236-4 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 hydrographic surveys and individual inspections.
  - (b) Weather conditions: SEE SECTION 00800, PAGE 9, PARAGRAPH 6a.
  - (c) Transportation facilities: SEE SECTION 00800, PAGE 10, PARAGRAPH 6d.
  - (d) ANY ADDITIONAL INFORMATION CAN BE FOUND IN SECTION 00800, PAGES 9-12, PARAGRAPH SIX.
- (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):

<http://farsite.hill.af.mil>

(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 (APR 1984)

- (b) 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.
- (c) 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 name of the regulation.

(End of Clause)

#### 252.236-7001 CONTRACT DRAWINGS, MAPS, 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:

Title	File	Drawing No.
<b>(SEE SECTION 00800, PAGES 7-9, PARAGRAPH 5)</b>		

(End of clause)

#### 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) **60** percent of the lump sum price upon completion of the contractor's mobilization at the work site.
  - (2) The remaining **40** 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.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

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

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
-----	-----	-----
-----	-----	-----
-----	-----	-----
TOTAL	-----	-----

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

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

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

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

(End of clause)

## Section 00800 - Special Contract Requirements

## CLAUSES INCORPORATED BY REFERENCE

52.211-13	Time Extensions	SEP 2000
52.236-2	Differing Site Conditions	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE  
(MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

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

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

## 52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the

River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$2,500,000.00 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time

before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

#### WAGE RATE DETERMINATION

##### **General Decision No: NY320001 (Dredging, Statewide)**

Modification Number 0

Publication Date: 6/13/03

##### **General Decision No: NY320030 (Hopper Dredge)**

Modification Number 0

Publication Date: 6/13/03

#### **Labor Surplus Area:**

Richmond County - no

#### **Affirmative Action Requirements:**

##### Richmond County

Female: 6.9%

Minority: see below

<u>Trade</u>	<u>For Minorities</u>
Electricians	9.0% - 10.2%
Carpenters	27.6% - 32.0%
Steamfitters	12.2% - 13.5%
Metal Lathers	24.6% - 25.6%
Painters	22.8% - 26.0%
Operating Engineers	25.6% - 26.0%
Plumbers	12.0% - 14.5%
Iron Workers (Structural)	25.9% - 32.0%
Elevator Constructors	5.5% - 6.5%
Bricklayers	13.4% - 15.5%
Asbestos Workers	22.8% - 28.0%
Roofers	6.3% - 7.5%
Iron Workers (Ornamental)	22.4% - 23.0%
Cement Masons	23.0% - 27.0%
Glaziers	16.0% - 20.0%
Plasterers	15.8% - 18.0%
Teamsters	22.0% - 22.5%
Boilermakers	13.0% - 15.5%

All Other

16.4% - 17.5%

Note that the Davis -Bacon Act will not apply to work performed at a commercial disposal site. If other than a commercial site is anticipated, please advise.

+++++

**00900 ATT. B-1**

**General Decision Number: NY030001 06/13/2003**

General Decision Number: **NY030001** 06/13/2003 sg 3/23/04

Superseded General Decision No. NY020001

State: New York

Construction Type:

DREDGING

County(ies):

STATEWIDE

New York

All dredging, except self-propelled hopper dredges, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean.

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

STATEWIDE

ENGI0025D 10/01/2002

	Rates	Fringes
<b>DIPPER &amp; CLAMSHELL DREDGE:</b>		
Operator	28.07	6.45+a+b
Engineer	24.72	6.45+a+b
Maintenance Engineer	23.59	5.85+a+b
Welder	23.22	5.85+a+b
Mate	21.99	5.85+a+b
Boat Master	23.24	6.45+a+b
Boat Captain	22.15	5.85+a+b
Oiler	18.59	5.25+a+b
Deckhand; Tug Deckhand	18.13	5.25+a+b
Scowman	17.88	5.25+a+b
<b>DRAG BUCKET DREDGE:</b>		
Operator	25.09	6.45+a+b
Engineer	21.41	6.45+a+b
Maintenance Engineer	21.21	5.85+a+b
Mate	19.82	5.85+a+b
Deckhand	16.17	5.25+a+b
<b>HYDRAULIC DREDGES:</b>		
Leverman	27.56	6.45+a+b
Engineer; Derrick Operator	24.17	6.45+a+b
Chief Mate	23.82	6.45+a+b

Chief Welder	24.48	6.45+a+b
Maintenance Engineer	23.59	5.85+a+b
Electrician	23.43	6.45+a+b
Welder Dredge	23.21	5.85+a+b
Spider Barge Operator	23.01	5.85+a+b
Mate	21.99	5.85+a+b
Boat Master	23.23	6.45+a+b
Boat Captain	21.66	5.85+a+b
Steward	21.94	6.45+a+b
Oiler	18.59	5.25+a+b
Deckhand	17.90	5.25+a+b

**00900 ATT. B-2**

Tug Deckhand	18.13	5.25+a+b
Shoreman	17.90	5.25+a+b
Assistant Cook	18.00	5.25+a+b
Night Cook	18.00	5.25+a+b
Messman	17.49	5.25+a+b
Janitor/Porter	17.49	5.25+a+b
Fill Placer	23.82	6.45+a+b
Assistant Fill Placer	21.80	6.45+a+b
COMPANY LEAD DREDGEMAN:		
Lead Dredgeman	27.56	6.45+a+b
TUG BOATS over 1,000 H.P. (with master or captain having license endorsed for 200 miles off shore):		
Tug Master	24.68	6.45+a+b
Tug Captain	23.69	6.45+a+b
Tug Chief Engineer	22.95	5.85+a+b
Tug Engineer	22.48	5.85+a+b
Tug Deckhand	18.13	5.85+a+b
TUG BOATS over 1,000 H.P. (without master or captain having license endorsed for 200 miles off shore):		
Tug Master	23.23	6.45+a+b
Tug Captain	22.15	5.85+a+b
Tug Engineer	22.48	5.85+a+b
Tug Deckhand	18.13	5.25+a+b
DRILL BOATS:		
Engineer	23.54	6.45+a+b
Blaster	23.81	6.45+a+b
Driller	23.55	6.45+a+b
Welder	23.30	5.85+a+b
Machinist	23.30	5.85+a+b
Tug Master	20.48	6.45+a+b
Tug Captain	19.53	5.85+a+b
Oiler	20.46	5.25+a+b
Tug Deckhand	15.97	5.25+a+b
Core Driller	18.56	5.25+a+b
DIVERS:		
Diver	40.88	6.45+a+b
Standby Diver	27.20	6.45+a+b

Tender	31.46	6.45+a+b
Standby Tender	22.61	5.85+a+b
<b>DREDGING PIPELINE CABLE-LAYING:</b>		
Leverman	28.18	6.45+a+b
Control Tower Operator	24.90	6.45+a+b
Rigger	18.42	5.25+a+b
Line up Operator, End Prep	17.82	5.25+a+b
Diver	41.77	6.45+a+b
Diver Tender	25.93	6.45+a+b
<b>ENGINEER:</b>		
1st	24.90	6.45+a+b
2nd, 3rd & 4th	24.58	6.45+a+b
Electrician	24.48	6.45+a+b
Electro Hydro Tech.	20.14	5.85+a+b
Tug Master	26,15	6.45+a+b
Tug Captain	22.79	6.45+a+b

**00900 ATT. B-3**

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day
- b. VACATION: Seven percent (7%) of the straight time rate multiplied by the total hours worked.

-----  
**WELDERS** - Receive rate prescribed for craft performing operation to which welding is incidental.  
 =====

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

**WAGE DETERMINATION APPEALS PROCESS**

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

**00900 ATT. B-4**

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, D. C. 20210

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

END OF GENERAL DECISION

+++++

**General Decision Number: NY030030 06/13/2003 - Applies to Work Performed by Hopper Dredge Only**

General Decision Number: **NY030030** 06/13/2003 sg 3/23/04  
Superseded General Decision No. NY020030  
State: New York  
Construction Type:  
DREDGING  
County(ies):

BRONX QUEENS WESTCHESTER  
KINGS RICHMOND  
NASSAU SUFFOLK

# HOPPER DREDGE CONSTRUCTION PROJECTS

Modification Number Publication Date  
0 06/13/2003

COUNTY(ies):

BRONX QUEENS WESTCHESTER  
KINGS RICHMOND  
NASSAU SUFFOLK  
SUNY2021A 05/24/1993

Rates Fringes

SELF-PROPELLED HOPPER DREDGES:

Drag Tenders 8.21

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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

-----

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

## 00900 ATT. B-5

### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor

200 Constitution Avenue, N. W.  
Washington, D. C. 20210

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

+++++

**SECTION 00800  
SPECIAL CONTRACT REQUIREMENTS  
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
1.	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (1965 APRIL OCE)	1
2.	PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)	7
3.	SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR	7
4.	LIQUIDATED DAMAGES - CONSTRUCTION (Sept 2000)	7
5.	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (aug 2000)	7
6.	PHYSICAL CONDITIONS	9
7.	TIME EXTENSIONS (Sept 2000)	12
8.	LAYOUT OF WORK (APRIL 1984)	12
9.	DATUM AND BENCH MARKS	13
10.	ESTIMATED QUANTITIES	14
11.	VARIATION IN ESTIMATED QUANTITIES - DREDGING (JAN 1985)	14
12.	HEAD PROTECTION (HARD HATS)	15
13.	SIGNAL LIGHTS (FEB 1983)	15
14.	REVERSE SIGNAL ALARM	15
15.	FLOATING PIPELINES	16
16.	MISPLACED MATERIAL (JAN 1965)	16
17.	CONTINUITY OF WORK (APR 1965)	16
18.	FINAL EXAMINATION AND ACCEPTANCE (APR. 1965)	17
19.	SHOALING (APR 1965)	18
20.	INSPECTION (APR 1965)	18
21.	ACCOMMODATIONS FOR GOVERNMENT INSPECTORS	18
22.	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (1985 JAN OCE)	19
23.	FUEL USAGE	20
24.	OIL TRANSFER OPERATIONS	20
25.	WAGE RATES	20
26.	LABOR-ADDITIONAL REQUIREMENTS	20
27.	NOTICE TO MARINERS	20
28.	ENVIRONMENTAL LITIGATION (1974 NOV OCE)	21
29.	NOISE LEVEL CRITERIA	21
30.	CERF IMPLEMENTATION (83 Jun 1 OCE)	22
31.	THE SEAGOING BARGE ACT (46 USC 395 ET SEQ.)	23
32.	PERFORMANCE EVALUATION OF CONTRACTOR (APR 1984)	23
33.	PRICING OF ADJUSTMENTS (APR 1984)	23
34.	PRECONSTRUCTION CONFERENCE	23
35.	BID GUARANTEE	24
36.	QUANTITY SURVEYS	25
37.	SAFETY SIGN	26

38.	PROJECT SIGN .....	27
39.	EQUAL OPPORTUNITY PREAMWARD CLEARANCE OF SUBCONTRACTS .....	27
40.	SCHEDULING AND DETERMINATION OF PROGRESS .....	27
41.	SPECIAL PROHIBITION ON EMPLOYMENT .....	28
42.	SUPERINTENDENCE OF SUBCONTRACTS (JAN 1965) .....	29
43.	PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS .....	30
44.	SUBMISSION OF CLAIMS .....	32
45.	SAFETY REQUIREMENTS FOR OPERATIONS ADJACENT TO POWER LINES....	33
46.	CRANE AND DRAGLINE SAFETY REQUIREMENTS .....	33
47.	Operator Qualifications for Floating Cranes and Floating Derricks (Safety and Health Requirement, EM385-1-1, Section 16.C) .....	33
48.	ACCIDENT PREVENTION PLAN .....	34
49.	ALTERATIONS IN CONTRACT (APR 1984) .....	34
50.	CONTINUING CONTRACTS (1985 JAN HQ USACE) .....	34
51.	DREDGING AND DREDGE RELATED MARINE WORK .....	36

---

## SECTION 00800

### SPECIAL CONTRACT REQUIREMENTS

#### 1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (1965 APRIL OCE)

The Contractor will be required to commence work under this contract within five (5) calendar days after the date of receipt by him of the notice to proceed, to prosecute said work diligently and to complete the entire work ready for use not later than **fifty (50) calendar days** after the receipt by him of the notice to proceed. Should the total quantity of material exceed the limit established in the clause entitled "Variations in Estimated Quantities," additional time will be allowed at the rate of one (1) calendar day for each 4,000 cubic yards in excess of the established limit. The time stated for completion shall include final clean up. (EFARS 52.2/9110 (a))

The contractor is required to maintain a production rate of 4,000 cubic yards per calendar day.

The work is estimated to cost between \$5,000,000.00 and \$10,000,000.00.

The estimated volume to be dredged is 144,420 cubic yards, based on the March 2003 survey.

**The contractor will be solely responsible for coordinating, obtaining, and complying with all the offloading, transportation, dewatering, processing and disposal permits/requirements of the site(s) identified by the contractor. A New York State Water Quality Certificate and CZM concurrent will be obtained by the Government for the dredging aspect of the project.**

#### 1A. CONTRACTOR IDENTIFIED OFFLOADING, PROCESSING AND DISPOSAL SITE COMPLIANCE

The Apparent low bidder must demonstrate to the Government within 70 calendar days from the date the Apparent low bidder is notified of being the low bidder; that the contractor identified offloading, processing and disposal site(s) is operational, capable of processing and disposing of all the dredged material on that date for the in-situ quantity as per the Supplies/Services (Price) Schedule and is in compliance with the New Jersey Department of Environmental Protection and/or with the New York State Department of State Coastal Zone Management Program Policies or other host state compliance as appropriate for the offloading, processing and disposal of dredged material.

The contractor identified offloading, processing and disposal site(s) must have sufficient

capacity to receive all the dredged material from the project site. The apparent low bidder is required to perform all work to demonstrate that the contractor identified offloading, processing and disposal site(s) is permitted, operational, capable of processing and disposing of all the dredged material on that date for the in-situ quantity as per the Supply/Service (Price) Schedule and is in compliance with the New Jersey Department of Environmental Protection and/or with the New York State Department of State Coastal Zone Management Program Policies or other host state compliance as appropriate for the disposal of dredged material. Offloading, processing and disposal of the dredged material shall be in a fully permitted facility that has been permitted by the host state, with beneficial reuse wherever possible. Dredging, dewatering and/or other processing (if any), transfer, transportation and material disposal shall be performed in accordance with applicable laws and requirements of all associated permits, approvals and government authorities having jurisdiction.

### **1A.1. Information Submitted by the Apparent Low Bidder**

**The Apparent Low Bidder shall be officially notified by the contracting officer and instructed to submit the following information for the site(s):**

The Apparent Low bidder must submit five (5) copies of

- a) Name of the contractor identified offloading, processing and disposal site(s).
- b) Location (street address, city, state) of the contractor identified site(s)
- c) Point of Contact for the contractor identified site and telephone number
- d) Total capacity available at the contractor identified site(s) for offloading, processing and placement of Dredged Material for this contract.
- e) Detailed list of all permits and approvals that are required for the selected site to demonstrate that the site is legal to receive, operate, process and/or dispose of dredged material and their status. Permits and approvals that shall be provided by the Apparent Low Bidder to the Government include placement site permits as applicable and others as related to transportation, processing and placement of the dredged material, or any other aspects of the bidder's proposed disposition of the dredged material including any and all permits, authorizations, contracts, agreements, licenses, rights-of-entry.
- f) Copies of permits currently issued/approved at the time of submission.
- g) Identification of Regulatory Agency required to issue/approve items listed in e) above.
- h) Timeline for obtaining the required permits - Bar Chart for Obtaining Permits and Approvals - A bar chart indicating time(s) required for obtaining all permits/approvals required by the bidder for each item of work as described by the bidder. The schedule

will detail the major steps (such as time to prepare the permit request, the date it will be submitted to the regulatory agency, time for agency review, public coordination, etc).

- i) Evidence of Anticipated Daily Production Capability - Evidence of the anticipated daily production capability (CY /day) and the output rates for their proposed integrated system of dredging, offloading, transportation, processing, and placement for each contractor identified site(s).
- j) Offloading, processing and disposal Site Elements Information –
  - 1) State the capacity of each element of the system. This should include both the total capacity and uncommitted capacity of the disposal site(s), as well as the average daily production rate and workdays per week that the processing site will operate.
  - 2) Time frame for availability for each element of the system: hours of operation in each day; days of operation in each week; months of operation in each year.
  - 3) Location of each element of the system: Descriptions with reference maps; Distances between the elements, measured in miles.
- k) Offloading, Processing and Disposal Site(s) Construction Activity Schedule and Project Construction Schedule - A schedule showing the order in which the apparent low bidder proposes to perform the work and the dates on which the apparent low bidder contemplates starting and completing the salient features of work (including acquiring materials, plant and equipment...etc). The schedule shall indicate that the production rate of the facility is sufficient to ensure that the project will be completed within the contract's required completion date. The apparent low bidder shall consider its proposed integrated system of dredging, transportation, processing, and placement. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion by any given date during the period. The apparent low bidder must indicate on this schedule the salient features of work for the contractor identified offloading, processing and disposal site(s) that are needed to be completed within 70 calendar days from date the Apparent low bidder is notified of being the low bidder so that the site(s) is operational, capable of processing and disposing of all the dredged material for the in-situ quantity identified in the price schedule.

#### **1A.1.a Synopsis of proposed operation**

Narrative of **no more than seven (7) pages** detailing the operation to move the dredged material from the dredging site to its final resting place that the apparent low bidder has identified. The synopsis shall provide suitable detail to adequately track the material from dredging, through offloading, transportation and processing to its ultimate placement. The information identified in paragraph 1A.1 shall be attached to the synopsis. The synopsis shall include the following:

- 1) Provide a list of the names, locations, and point of contact, telephone number, offloading and loading facilities for each processing and/or disposal facility including site capacity.
- 2) Provide a detailed map indicating locations of offloading and loading facilities or area within the proposed property to be utilized, for each disposal location, with a description of the material handling process at each disposal location.
- 3) Provide hours of operation, transportation and operating procedures at offloading facilities.
- 4) Provide Facilities information: Access to offloading facilities, Acceptable scow size, Disposal Site O&M manual, demurrage time to unload scow or trucks, anticipated processing time and placement materials, and other facility restriction if any.
- 5) Provide a detailed description of the dredging procedure proposed to include the identification of dredges, buckets, scows, tugs and other salient equipments to be used for the project.
- 6) Submit a detailed description of the loading and transportation procedures to be utilized.

#### **1A.2 Information to be submitted by the Apparent Low Bidder within 70 calendar days**

The Apparent Low Bidder shall submit five (5) copies of the following information within **70 Calendar days** from the date the Apparent Low bidder is notified of being the low bidder.

a) Information submitted as directed by Contracting Officer notification - All the information provided previously must also be included in the final package, revised as necessary.

b) Evidence Demonstrating that the contractor identified offloading, processing and disposal site(s) is Permitted, Operational, Capable of Offloading, Processing and Disposing Dredged Material from the project site - The apparent low bidder must demonstrate to the Government **within 70 calendar days** from the date the Apparent low bidder is notified of being the low bidder that the contractor identified offloading, processing and disposal site(s) is permitted, operational, capable of processing and disposing of all the dredged material for the in-situ quantity as per the Price Schedule **by calendar day 70** from the date the Apparent low bidder is notified of being the low bidder and that the offloading, processing and/or disposal site(s) is in compliance with the New Jersey Department of Environmental Protection and/or with the New York State Department of State Coastal Zone Management Program Policies or other host state compliance as appropriate for the offloading, processing and disposal of dredged material. Any sampling and testing required for obtaining permits required for dredged material transportation, processing or placement will be at the cost of the Apparent Low Bidder. The Apparent Low Bidder must provide to the Government proof that the material to be taken from the project site

to the Apparent Low Bidder's upland site(s) meets any regulatory testing requirements.

c) Copies of Required Permits - The Apparent low bidder shall provide copies of all required permits and approvals for dewatering and/or other processing (if any), the transfer, transportation and final disposal of all dredged materials, and shall submit evidence of such permits and approvals to the Government. Documentation of compliance with any other legal or regulatory requirement must be provided to the Government including Water Quality Certificates (WQC) in accordance with Section 401 of the Clean Water Act, Coastal Zone Management (CZM) consistency determinations, and State agreement pursuant to Section 307 of the Coastal Zone Management Act of 1972 as amended, for activities conducted in a state, which has a federally approved Coastal Zone Management program. WQC and CZM permits related to the dredging (as opposed to dredged material transport, disposal and placement) will be provided by the New York District U.S. Army Corps of Engineers **Section 00900-D**.

d) The Apparent Low Bidder must provide:

- 1) Proof of the contractor identified Offloading, Processing and/or Disposal Site(s) being licensed for acceptance of dredged material by all appropriate regulatory entities (permits for the site previously provided should be also included in this submission).
- 2) Proof of Offloading, Processing and Disposal Site(s) Owner's approval granting the apparent low bidder the right to offload, process and/or dispose dredged material at that site.
- 3) Proof of Disposal Site(s) uncommitted capacity adequate for the project.
- 4) Certification of the offloading, processing and/or disposal Site's availability corresponding to the current project schedule.
- 5) Proof of approval by the appropriate regulatory agencies that the dredged material for this contract is compatible for processing and/or disposal at the proposed processing and/or Disposal Site(s).
- 6) Demonstrate minimum required offloading, processing and disposal Site(s) production capability to ensure that the project will be completed within the contract requirement. The Apparent low bidder shall provide the estimated daily production rates for processing and disposal for each contractor identified disposal site(s).
- 7) Proof of apparent low bidder's experience in the proposed offloading, processing and disposal Site(s) operations, or, provide supplemental information demonstrating ability to execute the proposed disposal method, if no direct experience is applicable.

e) Transportation Capabilities - The Apparent Low Bidder must provide the following:

- 1) Provide proof and certification that sufficient transportation capabilities are available to ensure that the project will be completed within the contract requirement. Provide proof that the proposed transportation equipment has current permits, licenses, registrations, or other required certifications.
- 2) Provide proof of the apparent low bidder's experience in the proposed dredged material transportation or provide supplemental information demonstrating the ability to execute the proposed transportation method, if no direct experience is applicable.

f) Processing Capabilities - The Apparent Low Bidder must provide the following:

- 1) Provide detailed description of the proposed processing technology, including but not limited to, the following stages, if applicable:
  - a. Dewatering, addressing retention time, any limitations on return of effluent, limitations on location for effluent release, proposed method for effluent disposal, if applicable. Debris removal, addressing the methods of removal and disposal.
  - b. Material treatment, specifying the method of treatment, additives used during the processing, mechanical processing used, decontamination methods incorporated, stabilization methods incorporated, and chemical treatment (if any).
  - c. Interim storage, if required, identifying the method of storage, required and available storage capacity, and the time frame it will be used, if applicable.
  - d. Rehandling of material (if any) used in the processing of dredged material affecting the project.
- 2) Provide any permits and/or licenses applicable to the proposed process, if any.
- 3) Provide any patented or proprietary permissions applicable to the proposed process, if any.
- 4) Provide proof of processing plant availability for use by the apparent low bidder.
- 5) Certify processing plant's availability corresponding to the current project schedule.
- 6) Provide proof of Apparent Low Bidder's experience in the proposed processing method or, provide supplemental information demonstrating ability to execute the proposed processing method, if no direct experience is applicable.

## **2. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization and equipment, work equivalent to at least forty (40) 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 performance of the work, the Contractor requests a reduction and the Contracting Officer and/or his Representative determines that the reduction would be to the advantage of the Government. (FAR 52.236-01)

## **3. SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR**

The Contractor shall furnish the Contracting Officer and/or his Representative, within ten (10) days after award, items of work he will perform with his own forces and the estimated cost of those items. The percentage of work that must be performed by the Contractor is stated in paragraph 2, entitled: "PERFORMANCE OF WORK BY THE CONTRACTOR."

## **4. LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)**

- a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,565.00** for each calendar day of delay until the work is completed or accepted.
- b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

## **5. CONTRACT DRAWINGS, MAPS 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 or Contracting Officer's Representative 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 which 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 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 following contract drawings and maps, all of which form a part of these specifications and are available in the office of the District Engineer, U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, N.Y. 10278-0090:

CONTRACT DRAWING	DESCRIPTION
File Number 1251 (Sheets 1 – 4)	Maintenance Dredging and Disposition of Dredged Material from Sequine Point Section of the Raritan Bay Reach of the New York and New Jersey Channels
1	Index
2	Location, Bench Mark, Typical Cross Section and Channel Coordinates
3	Sounding
4	Sounding

(f.) The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer or Contracting Officer's Representative of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements unless dimensions are specified. Large-scale drawings shall in general govern over small-scale drawings. Information and data provided in contract specifications

shall govern over similar information and data specified in contract drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have thereby been avoided (DOD FAR Suppl. 52.236-7002).

## 6. PHYSICAL CONDITIONS

The information and data furnished or referred to below are not intended as representations or warranties but are furnished for information only. It is expressly understood that the Government will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn by the Contractor.

- a. WEATHER CONDITIONS. The site of the work is exposed to direct offshore wind, ocean wave and swell action and the Contractor's operations are likely to be affected by ordinary storms.
  - (1) Fog. An examination of the records of the U.S. Weather Bureau at John F. Kennedy International Airport, NY, discloses an average of 31 days per year on which dense fog (visibility of 1/4 mile or less) occurs in the New York Harbor area. The maximum number of days in which dense fog occurred in any year was 45 in 1959. The maximum number of days in which dense fog occurred in any month was 4 days in June.
  - (2) Winds. Wind conditions in the New York Harbor areas, based on the records of the U.S. Weather Bureau at John F. Kennedy International Airport, NY are given below:

Month	Average Wind Speed (MPH)	Maximum 3 Hour Wind Velocity (MPH)	Maximum Consecutive Hours in Which Wind Velocity Exceeded	
			30 MPH	35 MPH
JAN	13	52	9	3
FEB	14	41	18	6
MAR	14	40	12	6
APR	13	44	6	6
MAY	12	35	3	0
JUN	11	29	0	0
JUL	11	28	0	0
AUG	10	31	0	0
SEP	11	31	3	0

OCT	11	37	3	3
NOV	12	40	12	6
DEC	13	44	18	15

Weather conditions exceeding in severity the conditions described above or average wind speeds over 35 miles per hour will be considered unusually severe weather if delays are caused thereby to operations under the contract.

- b. ICE. Icing within the project vicinity is not anticipated. However, in the event that icing does occur, this will be considered to be unusually severe weather.
- c. TIDES. The mean range of tides, mean range of spring tides, and irregular fluctuations due to wind and atmospheric pressure near the project site is listed below:

At Perth Amboy

Mean Range            5.1 ft  
Mean Range-Spring   6.1 ft

Irregular fluctuations due to wind and atmospheric pressure have varied from about 12.0 ft. above mean low water to about 3.6 feet below mean low water.

- d. TRANSPORTATION FACILITIES. A controlling depth of at least 35 feet at mean low water is accessible to the project site by water. First class highways serve the project vicinity.
- e. BRIDGE AND UTILITY CROSSINGS. A search of the regulatory files within New York District Corps of Engineers has not revealed any authorized pipelines or cables, which cross the Sequine Point Section of the Raritan Bay Reach of the New York and New Jersey Channels.

The Contractor shall take all necessary precautions to prevent damage to these structures. The Contractor is required to coordinate with the owners, if such action is necessary, to mark the structures or move the cables in order to avoid interference with dredging operations.

- f. CHANNEL TRAFFIC. Vessel traffic in the Sequine Point Section, Raritan Bay Reach of the New York and New Jersey Channels project vicinity is heavy. Traffic consists of seagoing bulk and general cargo freighters, tankers, container ships, auto carriers and miscellaneous small craft. Vessel traffic may cause some delay to the dredging required in these specifications.

- g. OBSTRUCTION OF CHANNEL. The Government **will not** undertake to keep the area free from vessels or other obstructions except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army in accordance with the provisions of section 7 of the Rivers and Harbors Act in such manner as to obstruct navigation as little as possible, and in case the contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters or on shore.
- h. NAVIGATION AIDS. The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aids to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the appropriate Coast Guard Office, with a copy to the Contracting Officer and/or his Representative, not less than 15 days prior to the need for movement. The Contractor shall notify the appropriate Coast Guard Office of the approximate time of completion of dredging.
- i. LOCATION. The site of the work to be performed under these specifications is the Sequine Point Section of the Raritan Bay Reach of the New York and New Jersey Channels located just south of Sequine Point, Staten Island, New York.
- j. LAYING OF SUBMERGED PIPELINES AND OBSTRUCTIONS OF CHANNEL. Should it become necessary in the performance of this contract to close a channel to lay submerged pipeline across a navigable channel, the Contractor shall notify the Contracting Officer or Contracting Officer's Representative in writing to be received in the District office at least ten working days prior to the desired closure date. This notification shall furnish the following:
- (1) Location (Channel Centerline Stationing) and depth (above the top of the pipeline) at which the submerged line will be placed;
  - (2) The desired length of time the channel is to be closed for installation of the pipeline;
  - (3) The date and hour placement or removal will commence;
  - (4) The date and hour of anticipated completion; and
  - (5) The name and telephone number of the person to be contacted for information and response to any emergency condition.

The Coast Guard has indicated that the requirements of navigation may make it necessary to establish times other than those requested. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS PLANS WITH THE COAST GUARD SUFFICIENTLY IN ADVANCE OF THE PLANNED CLOSING TO PREVENT DELAY TO THE DREDGING OPERATIONS AND COMPLY WITH THE COAST GUARD REQUIREMENTS.

- k. BRIDGE-TO-BRIDGE RADIO-TELEPHONE EQUIPMENT. In order that radio-telephone communication may be made with passing vessels, all dredges engaged in work under the contract shall be equipped with and operate bridge-to-bridge radio-telephone equipment on VHF Channel 13 (156.65 MHz with low power output having a communication range of approximately ten (10) miles). The Federal Communication Commission has approved the frequency.

#### **7. TIME EXTENSIONS (SEPT 2000)**

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in 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.

#### **8. LAYOUT OF WORK (APRIL 1984)**

The Government will provide the basic horizontal control data (coordinated triangulation stations) in the area. The Contractor shall compute and establish in the field all range points required for the proper discharge of his functions. The Contractor shall be responsible for the accuracy of the range points and its computations. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, range markers, tide staffs and labor as may be required in laying out any part of the work. The Contractor will be held responsible for the execution of the work to such lines and grades as required or indicated by the Contracting Officer or his representative. It shall be the responsibility of the Contractor to maintain and preserve all established stakes, markers...etc.

**Contractor shall contact the New York District Survey Section at (212) 264-0180 or at (212) 264-0181 for any future reference to horizontal control data.**

## 9. DATUM AND BENCH MARKS

The plane of reference of mean low water as used in these specifications is that determined by the following benchmark and tide gauges:

PID: KV0709

Designation: SIMPSON 2

Elevation: 7.98' NGVD 1929

Please note USACE is holding superseded values for historic purposes.

THE STATION IS LOCATED ON THE COAST GUARD STATION ON SANDY HOOK WHICH IS WITHIN OLD FORT HANCOCK (NOW A NATIONAL PARK) . TO REACH THE STATION FROM THE MAIN GATE OF THE COAST GUARD STATION PROCEED WEST ON CANFIELD RD FOR 01.0 MI (1.6 KM) TO THE INTERSECTION WITH HARTSHORE DRIVE. TURN RIGHT ON HARTSHORE DR. AND PROCEED NORTH FOR 0.05 MI (0.08 KM) TO THE STATION ON THE LEFT BETWEEN SOME PINE TREES AND THE SE EDGE OF THE PARKING LOT. THE STATION IS LOCATED 227 FT (69.2 M) NORTH OF THE CENTER OF CANFIELD RD., 79 FT (24.1 M) EAST OF THE NE CORNER OF THE COAST GUARD HEADQUARTERS BUILDING, 9 FT (2.7 M) WEST OF THE CURB OF HARTSHORE DRIVE AND APPROXIMATELY INLINE WITH THE MAIN ENTRANCE OF THE HEADQUARTERS BUILDING, AND 2.5 FT (0.8 M) SE OF A WITNESS POST.

MARKER: DS = TRIANGULATION STATION DISK

SETTING: 7 = SET IN TOP OF CONCRETE MONUMENT

STAMPING: SIMPSON 2 1972

MARK LOGO: NGS

PROJECTION: RECESSED 8 CENTIMETERS

MAGNETIC: N = NO MAGNETIC MATERIAL

The contractor may contact the New York District Survey Section at (212) 264-0180/0181 for assistance in establishing the location of the bench marks and the tide gages.

## 10. ESTIMATED QUANTITIES

The total estimated quantities of material necessary to be removed from the specified limits to complete the work described in this specifications are computed from the volume computations of the condition survey performed in the project area in March 2003.

These volumes were computed as follows:

Channel to Grade 44,245

Channel Overdepth 65,360

Slope to Grade	22,415
Slope Overdepth	12,400
Total Available	144,420 CY

Estimated Contract Quantity: 144,420 CY

The Government will survey the project prior to starting work.

Above estimated quantities were computed from the data shown on the contract drawings. The quantities that may be removed and paid for will be computed by the Triangulated Irregular Network (TIN) method or average end area method as indicated in the Technical Specifications, Section 01200, paragraph 12 entitled “MEASUREMENT AND PAYMENT.”

**11. VARIATION IN ESTIMATED QUANTITIES - DREDGING (JAN 1985)**

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of material within the required dredging prism varies more than fifteen percent (15%) above or below the stated estimated quantity within the required dredging prism, an equitable adjustment in the contract unit price will be made upon the demand of either party. The equitable adjustment will be based upon any increase or decrease in costs due solely to the variations above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. An adjustment in the contract unit price will also apply to that part of the actual quantity of allowable overdepth material above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. (EFARS 52.2/9110(1))

**12. HEAD PROTECTION (HARD HATS)THE ENTIRE WORK SITE UNDER THIS CONTRACT IS DESIGNATED AS A HARD HAT AREA.**

The Contractor shall post the area in accordance with the requirements of paragraph 07.C.03, EM 325-1-1, and shall ensure that all prime and subcontractor personnel, vendors, and visitors utilize hard hats while within the project area. (DO 385-1-3 4 Nov. 77)

**13. SIGNAL LIGHTS (FEB 1983)**

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no light signals can be displayed. Vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Commandant,

U.S. Coast Guard with respect to vessels on the high seas (33 CAR 81 App. A-72 COLREGS, Part C), vessels in inland waters (33-CFR 93.18 - 93.31a), and vessels in western rivers (33 CFR 95.5.51 - 95.70)), as applicable. (DAEN-PRP Ind dtd. 12 Sep. 83)

#### **14. REVERSE SIGNAL ALARM**

- a. All construction equipment, except light service trucks, panels, pickup trucks, station wagons, crawler-type cranes, power shovels and draglines, whether moving alone or in combination shall be equipped with reverse signal alarms. The alarm shall be mounted on the rear of the equipment and shall be protected or constructed as to withstand severe wear and tear, adverse weather and unfavorable environmental working conditions and shall be certified by the manufacturer to fully meet the following performance standards.
- b. The alarm shall produce a relatively pure tone which shall peak within the American National Stds. Inst. standard octave pass band of 600 to 2400 cycles per second and shall produce a 0.2 to 0.5 second audible warning within the initial three (3) feet of backward movement of the vehicle on which it is mounted and at regular intervals, not to exceed three (3) seconds throughout the backward movement. The alarm shall automatically stop when backward movement ceases. The sound intensity of the alarm shall range from and not exceed 90-100 db (decibels) at a horizontal distance of five feet from the alarm.
- c. Actuation of the alarm shall be automatic by direct connections to any part of the equipment that moves or acts in a manner distinctive only to the rearward movement of the vehicle with no manual controls of any kind between the source of actuation and the alarm. Where application of this requirement to specific types of the equipment has impractical application, other means of actuation may be used upon written approval of the Contracting Officer and/or his Representative or his representative.
- d. The use of the alarm shall be in the addition to prescribed requirements for signalmen.

#### **15. FLOATING PIPELINES**

Floating pipelines, used as access ways, shall be equipped with walkways and guardrails. In accordance with EM 385-1-1, the walkway shall be securely anchored to the pipeline and a guardrail equivalent in strength to a wood rail 2 in. x 4 in. shall be provided on at least one side of the walkway and shall be secured to uprights at intervals of not more than 8 feet and of not less than 36 inches, nor more than 42 inches in height above the walkway. Floating pipelines not equipped with walkways shall be barricaded to positively prevent personal access.

## **16. MISPLACED MATERIAL (JAN 1965)**

Should the Contractor during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer and/or his Representative may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer and/or his Representative or inspector, and when required shall mark or buoy such obstruction until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer and/or his Representative, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the Rivers and Harbors Act of March 3, 1899 (33 USC. 410 et seq.) (DOD FARS SUPPL. 52.236-7006).

## **17. CONTINUITY OF WORK (APR 1965)**

No payment will be made for work done in any area designated by the Contracting Officer and/or his Representative until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock; nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer or Contracting Officer's Representative. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed. (EFARS 52.2/9110(C))

## **18. FINAL EXAMINATION AND ACCEPTANCE (APR. 1965)**

- a. As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections), as in the opinion of the Contracting Officer and/or his Representative, will not be subject to damage by further operation under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer and/or his Representative. Should any shoals, lumps, or other lack of contract depth be disclosed by

this examination, the Contractor will be required to remove same by dredging at the contract rate for dredging or by other method approved by the contracting officer, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer and/or his Representative. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be required to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping operations, this work will be charged against the Contractor. The rate for each day in which the Government plant is engaged in such sounding or sweeping operations and/or is en route to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be \$1,850 except on Saturday, Sunday and Holidays when the rate shall be \$2,125.

- b. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.
- c. The entire area area within the contract limits will be surveyed for final examination and acceptance.

## **19. SHOALING (APR 1965)**

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, re-dredging at the contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer and/or his Representative.

## **20. INSPECTION (APR 1965)**

The inspectors will assess whether the gauges, ranges, location marks and limit marks are maintained in proper order; but the presence of the inspector shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

- a. To furnish, on the request of the Contracting Officer and/or his Representative or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the clause entitled: "Final Examination and Acceptance."
- b. To furnish, on the request of the Contracting Officer or the Contracting Officer's Representative or any inspector, suitable transportation from all points on shore designated by the Contracting Officer and/or his Representative to and from the various pieces of plant and to and from the placement area. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer or Contracting Officer Representative, and the cost thereof will be deducted from any amounts due or to become due to the Contractor.

## **21. ACCOMMODATIONS FOR GOVERNMENT INSPECTORS**

The Contractor shall furnish regularly to Government inspectors onboard the dredge or other craft upon which they are employed a suitable separate room for an office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer and/or his Representative; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, and a chair for each inspector, and washing conveniences. In addition, the Contractor shall provide a suitable sleeping area for use by the Government inspector when weather or sea conditions preclude safe transfer to shore. The entire cost to the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the Contracting Officer and/or his Representative will secure the facilities referred to above, and the cost thereof will be deducted from payments to the Contractor.

## **22. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (1985 JAN OCE)**

- a. Allowable costs for construction of marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the contractor's accounting records. When both ownership and operating costs cannot be determined from the contractor's accounting records, equipment costs shall be based upon the applicable provision of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region I.

Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

- b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated leases are allowable. Costs for major repairs and overhaul are unallowable.
- c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the contracting officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current. (EFARS 52.2/9108(f))

## **23. FUEL USAGE**

The Contractor shall furnish the Contracting Officer and/or his Representative a report, to be received on or before the last day of the calendar month, listing the totals of fuels consumed by the dredging plant, supporting vessels, and other construction equipments. The report shall list the quantities of different fuels separately. The report shall cover the period from the 25th of the preceding month to the 25th of the current month.

## **24. OIL TRANSFER OPERATIONS**

The Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, state, municipal laws, codes and regulations (See Attachment F of Section 00900 for regulation on "Oil and Hazardous Material Transfer Operations" - 33 CFR 156). Particular attention is invited to 33 CFR Subchapter O, Pollution. The Contractor shall incorporate in the accident prevention program (Section 01351, paragraph 3), submitted in compliance with Section 00700, contract clause "ACCIDENT PREVENTION," sufficient information to demonstrate that all fuel transfers will be made in compliance with 33 CFR 156 and any other applicable laws, codes and regulations. (NAP-1/81)

## **25. WAGE RATES**

The attached schedule of wage rates contains rates applicable to all work under this contract (see Section 00900, Attachment B).

## **26. LABOR-ADDITIONAL REQUIREMENTS**

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

## **27. NOTICE TO MARINERS**

The Contractor shall, prior to commencement of work, notify the 3rd Coast Guard District, Aids to Navigation Officer, of his proposed operations including location and duration of operations and request that the information be published in the "Notice to Mariners." This notification must be in sufficient time so that it appears in the Notice at least 15 days prior to the commencement of the dredging operation.

## **28. ENVIRONMENTAL LITIGATION (1974 NOV OCE)**

- a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer and/or his Representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer and/or his Representative in the administration of this contract under the terms of Section I, contract clause entitled "SUSPENSION OF WORK." The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.
- b. The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (EFARS 52.2/9109 (j))

## **29. NOISE LEVEL CRITERIA**

Maximum sound pressure levels measured at the booster pumps, engine generators and vehicles including muffler and exhaust components, shall not exceed decibel values prescribed by Federal, State and local codes and regulations. The foregoing applies with the pumps under normal operating conditions at not less than 50% full rated load. Test will be performed at no additional cost to the Government by the Contractor, or the pump engine and generator manufacturer or by an approved testing agency having proven capability in noise measurements and using approved measurement equipment and acceptable measurement procedures. Test data will be submitted to the Contracting Officer for approval 5 days after the commencement of dredging operations. Should the sound pressure (noise) level test data indicate a need for sound reduction, the Contractor will provide necessary enclosures, baffles or any other appropriate means around booster pumps and engine generators including muffler and exhaust components, so as to attain noise levels which do not exceed those prescribed by aforementioned regulations. Details of the proposed enclosure or baffling arrangement shall be submitted to the Contracting Officer for approval. Such details will be accomplished by calculations, which indicate anticipated compliance of sound pressure (noise) levels with codes and regulations noted herein before. All this is especially enforceable where these booster and engine generators locations are in bathing areas.

### **30. CERF IMPLEMENTATION (83 JUN 1 OCE)**

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 shall be 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 and/or his Representative is notified of the decision to activate the dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF contract shall also be subject to the following condition:

- 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 ninety (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 one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.
- c. The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer and/or his Representative will notify the contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.
- d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer and/or his Representative. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredges(s).
- e. If during the time period specified in a, b, or c, above, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual agreement. (EFARS 52.2/9112)

### **31. THE SEAGOING BARGE ACT (46 USC 395 ET SEQ.)**

The Seagoing Barge Act applies to this project. In the event the low bidder contemplates using plant that requires U.S. Coast Guard certification to comply with this Act, the low bidder shall within five (5) calendar days after bid opening submit a copy of said certificate to the Contracting Officer and/or his Representative. Failure to produce the certificate within the required time shall subject the bidder to a determination of none responsibility.

### **32. PERFORMANCE EVALUATION OF CONTRACTOR (APR 1984)**

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

- b. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be maintained as part of the official record. Performance Evaluation Reports will be available to all DOD contracting offices for their future use in determining Contractor responsibility, in compliance with FAR 36.201 (c). (DEAN-PRP Ltr dtd 30 Apr 84)

### **33. PRICING OF ADJUSTMENTS (APR 1984)**

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and the DOD FAR Supplement in effect on the date of this contract (DOD FAR SUPP 52.243.7001) costs shall be in accordance with Part 31 of the Federal Acquisition Regulation.

### **34. PRECONSTRUCTION CONFERENCE**

A preconstruction conference will be arranged by the Contracting Officer and/or his Representative after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

The contractor shall bring to this conference the following items in either completed or draft form:

- a. The Contractor's order of work for dredging and performing other work, including disposal area plan.
- b. Accident Prevention Plan (advance copies required, see Section 01351) including the Hazard Analysis as per Section 01351.
- c. Quality Control Plan (see Section 01451).
- d. Letter appointing Superintendent.
- e. List of subcontractors

### **35. BID GUARANTEE**

- a. The offeror (bidder) shall furnish a separate bid bond, or United States bonds, Treasury notes or other public debt obligation of the United States, in the proper amount, by the time set for opening of bids. Failure to do so may be cause for rejection of the bid. The Contracting Officer and/or his Representative will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- b. If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer and/or his Representative may terminate the contract for default.
- c. Unless otherwise specified in the bid, the bidder will (1) allow the number of days as indicated in paragraph 13D of Standard Form 1442 for acceptance of its bid and (2) give bond within 5 days after receipt of the forms by the bidder.
- d. In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid. The bid bond, or bonds or notes of the United States, is available to offset the difference.

### **36. QUANTITY SURVEYS**

- 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 survey for any periods for which progress payments are requested and shall make the computations based on these surveys. These 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 and/or his Representative, 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 and/or his Representative. (FAR 52.236-16)
- d. Contractor's participation in surveys: In accordance with agency policy guidance, the preferred methods of performance of all hydrographic quantity surveys shall be (in descending order):
  - (1) The Government will perform quantity surveys by using qualified in-house crews, if available.
  - (2) The Government will provide quantity surveys by contracting directly with qualified independent hydrographic survey contractors.
  - (3) The Government will permit, only in exceptional circumstances, the use of dredging contractor's surveys if the Contracting Officer and/or his Representative determine that such surveys are adequate and reasonable for payment purposes.

If it is determined by the Contracting Officer that it is impractical for Government personnel to perform the original and final surveys and the Government wishes the Contractor's surveys to be used, the following will be required from the Contractor:

- (a) Acceptance of all monumentation and transponder locations.
- (b) Witness by a Corps of Engineers representative of all calibration procedures such as vertical and horizontal control.
- (c) Corps of Engineers observation of raw data collection.
- (d) Submittal of both unedited as well as edited versions of survey maps.

(e) Subsequent acceptance of edited survey map after determination by Corps survey personnel that editing was conducted in accordance with U.S. Army Corps of Engineers specifications and guidelines. (FAR 52.236-16 - ALTERNATE I, APR 1984)

- e. The Contractor is obligated to participate in all stages of data collection during the performance of Before and After Dredge Surveys. Any disagreements with the data collection process shall immediately be brought to the attention of the Contracting Officer or his representative who will determine the necessary corrective measures, if any. Failure to be present during the survey data collection disqualifies the Contractor from any such related claims.

### **37. SAFETY SIGN**

The Contractor shall construct a safety sign at a location directed by the Contracting Officer and/or his Representative. The sign shall be 6 feet by 4 feet and shall conform to the requirements as specified in Section 00900, Attachment E, Project Identification and Safety Signs. The Corps of Engineers castle logo (an 8.5" x 11" red decal) to be used on the sign will be Government furnished. The Contractor will be given this logo at the time of the preconstruction conference.

The decal shall receive a thin coat of clear spar varnish after application. The sign shall be erected as soon as possible and within 5 calendar days after the date of the receipt of the Notice to Proceed. The data required by the sign shall be corrected daily. No separate payment will be made for erecting and maintaining the safety sign and all costs in connection therewith will be considered the obligation of the contractor. Upon completion of the project, the Contractor shall remove the sign from the work site.

### **38. PROJECT SIGN**

The Contractor shall furnish and erect a project sign at a location directed by the Contracting Officer or Contracting Officer's Representative. The project sign shall conform with all requirements as specified in Section 00900, Attachment E, Project Identification and Safety Signs. The Corps of Engineers' castle logo and other logos (8.5" x 11") to be used on the sign will be Government furnished. The Contractor will be given these logos at the time of the preconstruction conference.

The decal(s) shall receive a thin coat of clear spar varnish after application. The Contractor shall maintain the sign in good condition throughout the construction period. No separate payment will be made for erecting and maintaining the project sign, and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the sign from the work site.

### **39. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS**

Notwithstanding the clause of this contract entitled "Subcontracts," the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer and/or his Representative a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

### **40. SCHEDULING AND DETERMINATION OF PROGRESS**

In accordance with the contract provisions, the Contractor shall, within five (5) days after receipt of Notice to Proceed by him or as otherwise determined by the Contracting Officer and/or his Representative, submit for approval a practicable progress schedule. The progress schedule shall be in the form of a chart graphically indicating the sequence proposed to accomplish each work feature of operation (Eng. Form 2454 or an acceptable equivalent -e.g., computer-generated from a commercially-available project management software package). The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of the receipt of the Notice to Proceed and indicating calendar days to completion. Each activity in construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified chart for approval by

the Contracting Officer and/or his Representative. The terms of Section 00700, Contract Clause entitled: SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met. Neither on the chart nor on the periodic charts which the Contractor is required to prepare and submit, as described in paragraph, SCHEDULES FOR CONSTRUCTION CONTRACTS of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer and/or his Representative of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Section 00700, Contract Clause entitled: "PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS." The making of such an allowance will be contingent upon a determination by the Contracting Officer and/or his Representative that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

When the contractor submits his progress schedule, he will include in the submission a progress curve reflecting the intended schedule for completing the work. The progress curve (S-Curve) will be plotted to reflect Cumulative Progress (Percent) based on placement along the y-axis and Time along the x-axis. The progress curve will be furnished at the same time the progress schedule is submitted for approval and updated monthly by the Contractor.

#### **41. SPECIAL PROHIBITION ON EMPLOYMENT**

- a. Definitions: "Arising out of a contract with the Department of Defense," as used in this clause, means any act in connection with (1) attempting to obtain, (2) obtaining, or (3) performing a contract or subcontract of any agency, department or component of the Department of Defense.
- b. "Convictions of fraud or any other felony," as used in this clause, 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.
- c. Section 941, Title IX, Pub. L. 99-500 (10 U.S.C. 2408) prohibits a person who is convicted of fraud or any other felony arising out of a contract with the Department of Defense from working in a management or supervisory capacity on any defense contract, or serving on the board of directors of any defense contractor, for a period, as determined

by the Secretary of Defense, of not less than one (1) year from the date of conviction. Defense contractors are subject to a criminal penalty of not more than \$500,000 if they are convicted of knowingly employing a person under a prohibition or allowing such person to serve on their board of directors.

- d. The Contractor agrees not to knowingly employ any person, convicted of fraud or any other felony arising out of a contract with the Department of Defense contract or subcontract or allow such person to serve on its board of directors from the date the Contractor learns of the conviction until one (1) year has expired from the date of conviction. However, if the person has also been debarred pursuant to FAR subpart 9.4, the above prohibition shall extend for the period of debarment, but in no event shall the prohibition be less than (1) year from the date of conviction.
- e. If the Contractor knowingly employs a convicted person in a management or supervisory capacity on any defense contract or subcontract or knowingly allows such person to serve on its board of directors within the prohibited period, the Government may consider, in addition to the criminal penalties contained in Section 941 of Pub. L. 99-500, other available remedies, such as suspension or debarment and may direct the cancellation of this contract at no cost to the Government, or terminate this contract for default.
- f. The Contractor agrees to include the substance of this clause, including this paragraph (e), appropriately modified to reflect the identity and relationship of the parties, in all subcontracts exceeding \$25,000.

#### **42. SUPERINTENDENCE OF SUBCONTRACTS (JAN 1965)**

- a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clauses entitled: "Superintendence by the Contractor."
  - (1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.
  - (2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

- b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DOD FAR Supplement 52.236-7008)

### **43. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS**

In addition to the requirements contained in the Contract Clause entitled “Payments Under Fixed-Price Construction Contracts” and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

- a. At the time of submission of the progress chart, the contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the contractor and any payment made to him. The Contracting Officer can determine it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.
- b. The contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in paragraph “c”. For purposes of payment a “proper invoice” is defined as the following:
  - (1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.
  - (2) A properly completed ENG Form 93 and 93a (where required).
  - (3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

The following certification executed by a responsible official of the organization authorized to bind the firm. A “responsible official” would be either a corporate officer, partner, or owner, in the case of a sole proprietorship:

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) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and
- (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.
- (4) All required prime and subcontractor payrolls have been submitted.

---

(Name)

---

(Title)

---

(Date)

- c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be notified at the preconstruction conference. In addition, the contractor shall at the same time submit one copy of the detailed breakdown and the ENG Form 93 and 93a Form to the Project Engineer.
- d. The Government representative shall return any request for payment, which is deemed defective within 7 days of receipt and shall specify the defects. Telephone calls with

MFR or E-mail notification of the Contractor about the defective invoice shall be considered sufficient notice to the Contractor. If the defect concerns a disagreement as to the amount of work performed and or the amount of the payment being submitted, the Government and the contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the contractor shall submit a new breakdown and ENG Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

- e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause entitled: "Payments Under Fixed-Price Construction Contracts" and process the payment accordingly. In this event, "a proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.
- f. The Government shall pay the contractor in accordance with the following time frames:
  - (1) Progress Payments. From the date a "Proper invoice" is received, in accordance with subparagraphs "b" and "d" of this clause, the Government will issue a check within 14 calendar days.
  - (2) Reduction in Retaining Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.
  - (3) Final Payment. A final payment request shall not be considered valid until the contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the project by the Contracting Officer.

#### **44. SUBMISSION OF CLAIMS**

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

- a. Claims referencing or mentioning the Contract Disputes Act of 1978.
- b. Requests for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contract Disputes Act of 1978.

No other Government representative is authorized to accept such requests. A copy shall also be

provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide The Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

#### **45. SAFETY REQUIREMENTS FOR OPERATIONS ADJACENT TO POWER LINES.**

When it is necessary to transport or operate machinery or equipment under or adjacent to overhead power lines, the requirements of paragraph 11.E - OPERATING ADJACENT TO OVERHEAD LINES, in the Corps of Engineers Manual, EM 385-1-1, dated 3 November 2003, entitled "Safety & Health Requirements Manual" and referred to in the Accident Prevention Provision of General Provisions, shall govern.

#### **46. CRANE AND DRAGLINE SAFETY REQUIREMENTS**

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the Corps of Engineers Manual, EM 385-1-1, dated 3 November 2003, all cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms which will prevent the booms from falling free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping.

All crane operators must meet the EM 385-1-1 qualification requirements.

#### **47. OPERATOR QUALIFICATIONS FOR FLOATING CRANES AND FLOATING DERRICKS (SAFETY AND HEALTH REQUIREMENT, EM385-1-1, SECTION 16.C)**

All floating cranes and floating derricks may be only operated by qualified operators. Operators shall be designated as qualified by a source which qualifies crane and derrick operators (e.g. an independent testing and qualifying company, a union, a governmental agency, a qualified consultant (can be an in-house resource)). Qualification shall be written (or oral) and practical operating examination unless the operator is licensed by a state or city licensing agency for the particular type of crane or derrick. Proof of qualification of crane and derrick operators shall be provided to the Contracting Officer's representative prior to the start of work.

#### **48. ACCIDENT PREVENTION PLAN**

The Contractor is required to submit to the Contracting Officer or Contracting Officer Representative an accident prevention plan at the preconstruction conference. The accident

prevention plan must be in accordance with all federal safety standards as specified in EM 385-1-1, dated 3 November, 2003, entitled "Safety & Health Requirements Manual". Guidelines For Preparation Of The Accident Prevention Plan are located in Section 0900, Attachment H.

#### **49. ALTERATIONS IN CONTRACT (APR 1984)**

Portions of the contract are altered as follows:

a. Add the following sentence to paragraph "a" of Section 00700, Contract Clause: Insurance – Work on a Government Installation: "Insurance Coverage shall be as specified in 28.307 of the Federal Acquisition Regulation".

b. The following clause is incorporated as part of the contract: "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 in accordance with FAR subpart "9.4" (DEAN-PRP EFAR Acquisition Letter 85-1 dated 11 Sept 85)

#### **50. CONTINUING CONTRACTS (1985 JAN HQ USACE)**

a. This is a continuing contract, as authorized by Section 10 of the Rivers and Harbors Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservation of funds from future appropriations. The responsibilities of the Government are limited by this clause notwithstanding any contract provisions of the "Payments to Contractor" clause or any other clause of this contract.

b. (1) The sum of \$2,500,000 has been reserved for this contract and will be obligated as needed to the Contractor for payments during the 2004 fiscal year. It is expected that Congress will make appropriations for the 2005 fiscal year from which additional funds will be reserved for this contract.

(2) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under terms of this contract except as specifically provided in paragraphs (d) and (e) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due to a failure to reserve sufficient additional funds therefore.

c. (1) The Government may at any time reserve additional funds for payments under the contract if there are available funds for such a purpose. The Contracting Officer will promptly notify the Contractor of any change order to the contract.

(2) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 days or more than 60 days prior to the estimated date of exhaustion.

d. (1) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed for the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 83 STAT 97, for the Renegotiation Board, as in effect on the first day of the delay in such payment.

(2) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(3) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds of the reasonable anticipation of exhaustion of funds.

e. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having terminated. Such a termination shall be considered a termination for the convenience of the Government.

f. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due to the Contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

## **51. DREDGING AND DREDGE RELATED MARINE WORK**

The Contractor shall comply with the provisions of EM 385-1-1. If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA)/ United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of an Accident Prevention Plan (APP),

- (1) make available for review, upon request, the Contractor's current Safety Management System (SMS) documentation,
- (2) submit to the Contracting Officer the current valid Company Certificate of Compliance for its SMS,
- (3) submit the current dredge(s) Certificate of Compliance based on third party audit, and submit for review and acceptance, site-specific addenda to the SMS as specified in the solicitation."

SECTION 00900

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

TABLE OF CONTENTS

<u>ATTACHMENT</u>	<u>TITLE</u>
A	REFERENCE MAP AND DRAWINGS
B	WAGE RATES
C	DAILY CONSTRUCTION QUALITY CONTROL REPORT
D	PERMITS:  NEW YORK STATE WATER QUALITY CERTIFICATE (TO BE PROVIDED) NEW JERSEY STATE WATER QUALITY CERTIFICATION (TO BE PROVIDED)
E	PROJECT IDENTIFICATION AND SAFETY SIGNS
F	33 CFR 156, OIL AND HAZARDOUS MATERIAL TRANSFER OPERATIONS
G	SUBMITTAL REGISTER (ENG. FORM 4288)
H	GUIDELINES FOR PREPARING THE ACCIDENT PREVENTION PLAN
I	DAILY REPORT OF OPERATIONS (ENG. FORM 4267)
J	USACE TRANSPORTATION AND PLACEMENT LOG

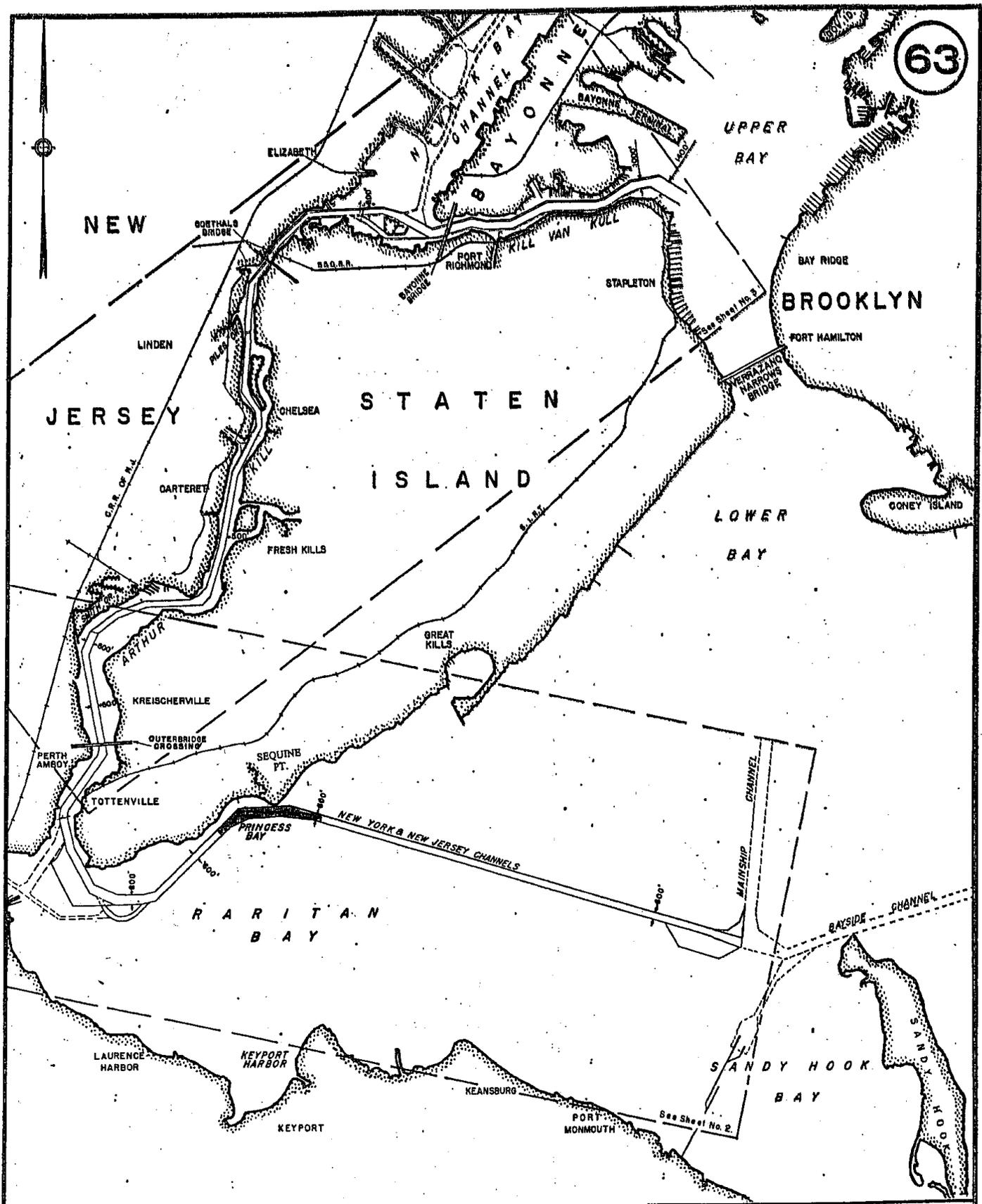
SECTION 00900

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

TABLE OF CONTENTS

<u>ATTACHMENT</u>	<u>TITLE</u>
A	REFERENCE MAP AND DRAWINGS
B	WAGE RATES
C	DAILY CONSTRUCTION QUALITY CONTROL REPORT
D	PERMITS:  NEW YORK STATE WATER QUALITY CERTIFICATE (TO BE PROVIDED) NEW JERSEY STATE WATER QUALITY CERTIFICATION (TO BE PROVIDED)
E	PROJECT IDENTIFICATION AND SAFETY SIGNS
F	33 CFR 156, OIL AND HAZARDOUS MATERIAL TRANSFER OPERATIONS
G	SUBMITTAL REGISTER (ENG. FORM 4288)
H	GUIDELINES FOR PREPARING THE ACCIDENT PREVENTION PLAN
I	DAILY REPORT OF OPERATIONS (ENG. FORM 4267)
J	USACE TRANSPORTATION AND PLACEMENT LOG

63



Project Map

**N. Y. AND N. J. CHANNELS**  
**GENERAL MAP**  
 30 SEPTEMBER 1986  
 SCALE OF FEET  
 8000 0 8000  
 DEPARTMENT OF THE ARMY  
 NEW YORK DISTRICT, CORPS OF ENGINEERS  
 NEW YORK, NEW YORK

00900 ATT. A

**General Decision No: NY320001 ( Dredging, Statewide)**

Modification Number 0  
Publication Date: 6/13/03

**General Decision No: NY320030 ( Hopper Dredge)**

Modification Number 0  
Publication Date: 6/13/03

**Labor Surplus Area:**

Richmond County - no

**Affirmative Action Requirements:**

Richmond County

Female: 6.9%

Minority: see below

<u>Trade</u>	<u>For Minorities</u>
Electricians	9.0% - 10.2%
Carpenters	27.6% - 32.0%
Steamfitters	12.2% - 13.5%
Metal Lathers	24.6% - 25.6%
Painters	22.8% - 26.0%
Operating Engineers	25.6% - 26.0%
Plumbers	12.0% - 14.5%
Iron Workers (Structural)	25.9% - 32.0%
Elevator Constructors	5.5% - 6.5%
Bricklayers	13.4% - 15.5%
Asbestos Workers	22.8% - 28.0%
Roofers	6.3% - 7.5%
Iron Workers (Ornamental)	22.4% - 23.0%
Cement Masons	23.0% - 27.0%
Glaziers	16.0% - 20.0%
Plasterers	15.8% - 18.0%
Teamsters	22.0% - 22.5%
Boilermakers	13.0% - 15.5%
All Other	16.4% - 17.5%

Note that the Davis-Bacon Act will not apply to work performed at a commercial disposal site. If other than a commercial site is anticipated, please advise.

+++++

**General Decision Number: NY030001 06/13/2003**

General Decision Number: NY030001 06/13/2003 sg 3/23/04

Superseded General Decision No. NY020001

State: New York

Construction Type:

DREDGING

County(ies):

STATEWIDE

New York

All dredging, except self-propelled hopper dredges, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean.

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

STATEWIDE

ENGI0025D 10/01/2002

	Rates	Fringes
<b>DIPPER &amp; CLAMSHELL DREDGE:</b>		
Operator	28.07	6.45+a+b
Engineer	24.72	6.45+a+b
Maintenance Engineer	23.59	5.85+a+b
Welder	23.22	5.85+a+b
Mate	21.99	5.85+a+b
Boat Master	23.24	6.45+a+b
Boat Captain	22.15	5.85+a+b
Oiler	18.59	5.25+a+b
Deckhand; Tug Deckhand	18.13	5.25+a+b
Scowman	17.88	5.25+a+b
<b>DRAG BUCKET DREDGE:</b>		
Operator	25.09	6.45+a+b
Engineer	21.41	6.45+a+b
Maintenance Engineer	21.21	5.85+a+b
Mate	19.82	5.85+a+b
Deckhand	16.17	5.25+a+b
<b>HYDRAULIC DREDGES:</b>		
Leverman	27.56	6.45+a+b
Engineer; Derrick Operator	24.17	6.45+a+b
Chief Mate	23.82	6.45+a+b
Chief Welder	24.48	6.45+a+b
Maintenance Engineer	23.59	5.85+a+b
Electrician	23.43	6.45+a+b
Welder Dredge	23.21	5.85+a+b
Spider Barge Operator	23.01	5.85+a+b
Mate	21.99	5.85+a+b
Boat Master	23.23	6.45+a+b
Boat Captain	21.66	5.85+a+b
Steward	21.94	6.45+a+b
Oiler	18.59	5.25+a+b
Deckhand	17.90	5.25+a+b

Tug Deckhand	18.13	5.25+a+b
Shoreman	17.90	5.25+a+b
Assistant Cook	18.00	5.25+a+b
Night Cook	18.00	5.25+a+b
Messman	17.49	5.25+a+b
Janitor/Porter	17.49	5.25+a+b
Fill Placer	23.82	6.45+a+b
Assistant Fill Placer	21.80	6.45+a+b
COMPANY LEAD DREDGEMAN:		
Lead Dredgeman	27.56	6.45+a+b
TUG BOATS over 1,000 H.P. (with master or captain having license endorsed for 200 miles off shore):		
Tug Master	24.68	6.45+a+b
Tug Captain	23.69	6.45+a+b
Tug Chief Engineer	22.95	5.85+a+b
Tug Engineer	22.48	5.85+a+b
Tug Deckhand	18.13	5.85+a+b
TUG BOATS over 1,000 H.P. (without master or captain having license endorsed for 200 miles off shore):		
Tug Master	23.23	6.45+a+b
Tug Captain	22.15	5.85+a+b
Tug Engineer	22.48	5.85+a+b
Tug Deckhand	18.13	5.25+a+b
DRILL BOATS:		
Engineer	23.54	6.45+a+b
Blaster	23.81	6.45+a+b
Driller	23.55	6.45+a+b
Welder	23.30	5.85+a+b
Machinist	23.30	5.85+a+b
Tug Master	20.48	6.45+a+b
Tug Captain	19.53	5.85+a+b
Oiler	20.46	5.25+a+b
Tug Deckhand	15.97	5.25+a+b
Core Driller	18.56	5.25+a+b
DIVERS:		
Diver	40.88	6.45+a+b
Standby Diver	27.20	6.45+a+b
Tender	31.46	6.45+a+b
Standby Tender	22.61	5.85+a+b
DREDGING PIPELINE CABLE-LAYING:		
Leverman	28.18	6.45+a+b
Control Tower Operator	24.90	6.45+a+b
Rigger	18.42	5.25+a+b
Line up Operator, End Prep	17.82	5.25+a+b
Diver	41.77	6.45+a+b
Diver Tender	25.93	6.45+a+b
ENGINEER:		
1st	24.90	6.45+a+b
2nd, 3rd & 4th	24.58	6.45+a+b
Electrician	24.48	6.45+a+b
Electro Hydro Tech.	20.14	5.85+a+b
Tug Master	26.15	6.45+a+b
Tug Captain	22.79	6.45+a+b

PREMIUMS: Additional 20% for hazardous material work  
FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day
- b. VACATION: Seven percent (7%) of the straight time rate multiplied by the total hours worked.

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

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

-----  
In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

+++++

**General Decision Number: NY030030 06/13/2003 - Applies to Work Performed by Hopper Dredge Only**

General Decision Number: **NY030030** 06/13/2003 sg 3/23/04  
Superseded General Decision No. NY020030  
State: New York  
Construction Type:  
DREDGING  
County(ies):  
BRONX QUEENS WESTCHESTER  
KINGS RICHMOND  
NASSAU SUFFOLK

**HOPPER DREDGE CONSTRUCTION PROJECTS**

Modification Number Publication Date  
0 06/13/2003

COUNTY(ies):  
BRONX QUEENS WESTCHESTER  
KINGS RICHMOND  
NASSAU SUFFOLK  
SUNY2021A 05/24/1993

	Rates.	Fringes
SELF-PROPELLED HOPPER DREDGES:		
Drag Tenders	8.21	

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

END OF GENERAL DECISION

+++++

# Sample

## CONTRACTOR'S DAILY CONSTRUCTION QUALITY CONTROL REPORT

CONTRACTOR'S NAME

(address)

DATE: REPORT NO:

Contract No. \_\_\_\_\_

Description and Location of Work:

WEATHER: (clear) (Partly Cloudy) / (Cloudy) \_\_\_\_\_ Temperature: Max \_\_\_ Min \_\_\_

CONTRACTOR/SUBCONTRACTORS AND AREA OF RESPONSIBILITY	
a.	_____
b.	_____
c.	_____
d.	_____

Equipment Data: (Indicate items of construction equipment, other than hand tools, at the job site, and whether or not used.)

1. Work Performed Today: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractor by letter in Table above.)

2. Results of Surveillance: (Include satisfactory work completed, or deficiencies with action to be taken.)

3. Tests Required by Plans and/or specifications performed and Results of Tests:

4. Verbal Instructions Received: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc... With action to be taken.)
  
  5. Job Safety: (Include deficiencies and corrective action taken.)
  
  6. Indicate Equipment and materials Items arrivals at job site. Indicate the compliance or non-compliance of these items with approved shop drawings; the contract plans and specifications; and if storage of the item is required prior to the time of installation; indicate how this storage was provided and whether or not it is adequate.
  
  7. Remarks: (cover any conflicts in plans, specifications, or instructions.)
- 
8. CONTRACTOR'S VERIFICATION: the above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

CONTRACTOR QUALITY CONTROL INSPECTOR

PERMITS:

NEW YORK STATE WATER QUALITY CERTIFICATE

(TO BE PROVIDED)

1967-1968

The use of signs to identify Corps managed or supervised design, construction, and rehabilitation projects—both for military and civil works is an important part of efforts to keep the public informed of Corps work. For this purpose, a construction project sign package has been adopted. This package consists of two signs; one for project identification and the other to show on-the-job safety performance of the contractor.

These two signs are to be displayed side by side and mounted for reading by passing viewers. Exact placement location will be designated by the contracting officer.

The panel sizes and graphic formats have been standardized for visual consistency throughout all Corps operations.

Panels are fabricated using HDO plywood with dimensional lumber uprights and bracing. The sign faces are non-reflective vinyl.

All legends are to be die-cut or computer-cut in the sizes and typefaces specified and applied to the white panel background following the graphic formats shown on pages 16.2-3. The Communications Red panel on the left side of the construction project sign with Corps signature (reverse version) is screen printed onto the white background.

A display of these two signs is shown on the following two pages. Mounting and fabrication details are provided on page 16.4.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Below are two samples of the construction project identification sign showing how this panel is adaptable for use to identify either military (top), or civil works projects (bottom). The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large

4' x 4' section of the panel on the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the white background.

page. Mounting and fabrication details are provided on page 16.4.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

This sign is to be placed with the Safety Performance Sign shown on the following

**Legend Group 1:** One- to two-line description of Corps relationship to project.  
Color: White  
Typeface: 1.25" Helvetica Regular  
Maximum line length: 19"

**Legend Group 2:** Division or District Name (optional). Placed below 10.5" Reverse Signature (6" Castle).  
Color: White  
Typeface: 1.25" Helvetica Regular

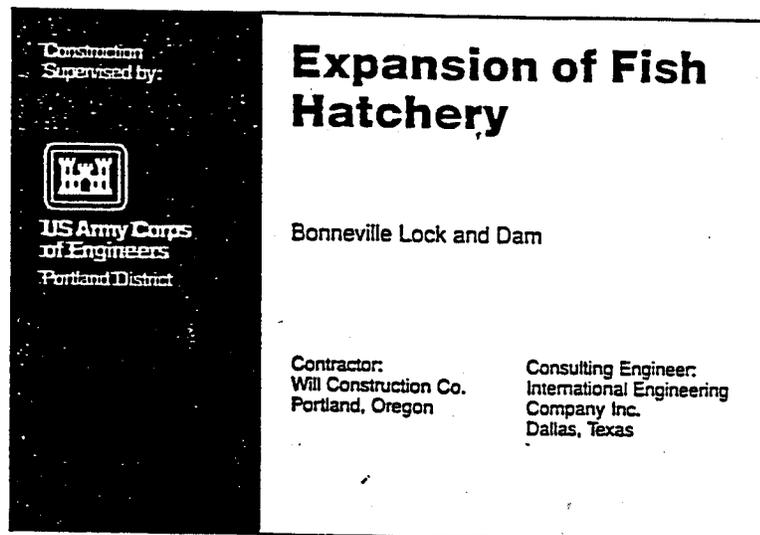
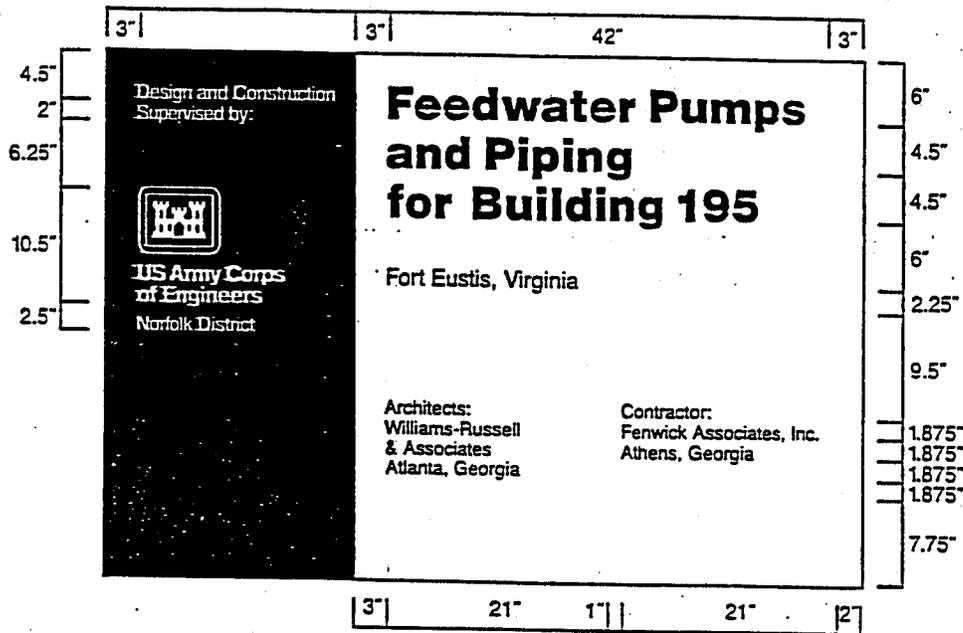
**Legend Group 3:** One- to three-line project title legend describes the work being done under this contract.  
Color: Black  
Typeface: 3" Helvetica Bold  
Maximum line length: 42"

**Legend Group 4:** One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).  
Color: Black  
Typeface: 1.5" Helvetica Regular  
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

**Legend Groups 5a-b:** One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.  
Color: Black  
Typeface: 1.25" Helvetica Regular  
Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4" x 6"	4" x 4"	HDO-3	48"	WH-RD/BK

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign specified on page 16.2.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title

with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for

daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

**Legend Group 1:** Standard two-line title "Safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347  
Typeface: 3" Helvetica Bold  
Color: Black

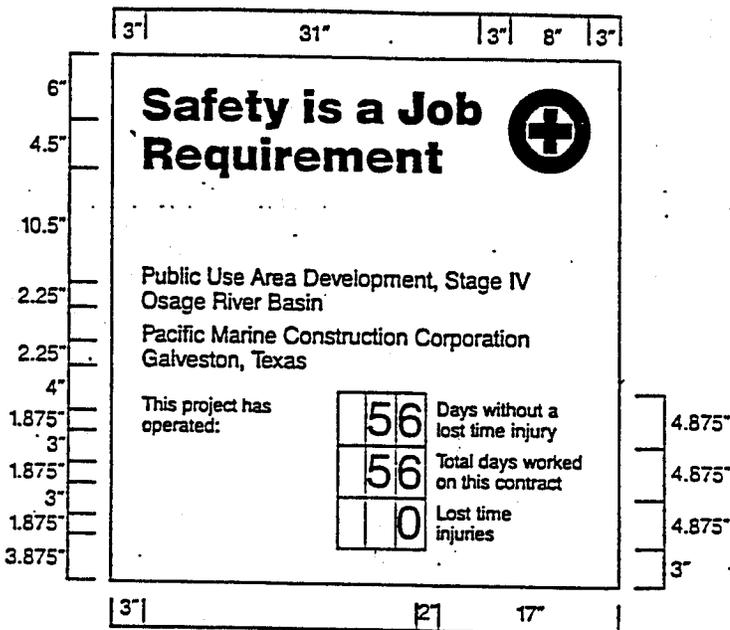
**Legend Group 2:** One- to two-line project title legend describes the work being done under this contract and name of host project.  
Color: Black  
Typeface: 1.5" Helvetica Regular  
Maximum line length: 42"

**Legend Group 3:** One- to two-line identification: name of prime contractor and city, state address.  
Color: Black  
Typeface: 1.5" Helvetica Regular  
Maximum line length: 42"

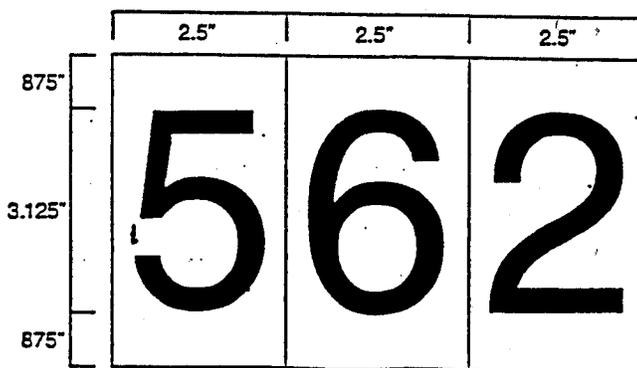
**Legend Group 4:** Standard safety record captions as shown.  
Color: Black  
Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background.  
Color: Black  
Typeface: 3" Helvetica Regular  
Plate size: 2.5" x .5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4" x 4"	4" x 4"	HDO-3	48"	WH/BK-GR



All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on

pages 16.2-3. Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

For additional information on the proper method to prepare sign panel graphics, contact the District sign coordinator.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16.2-3.

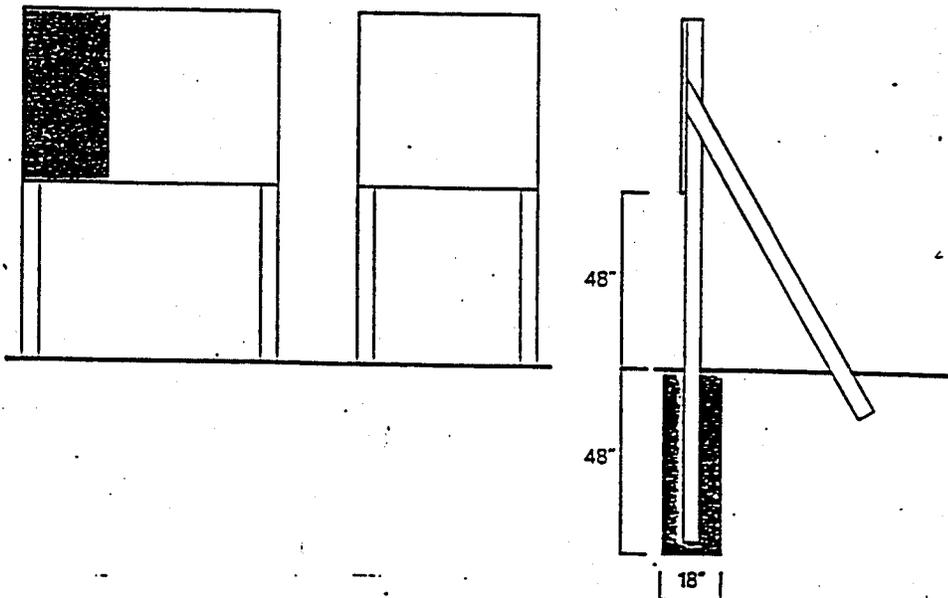
The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5").

Drill and insert six (6) .375" T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

Apply graphic panel to prepared HDO plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4" x 4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4" hole. Local soil conditions and/or wind loading may require bolting additional 2" x 4" struts on inside face of uprights to reinforce installation as shown.



Construction Project Sign  
Legend Group 1: Corps Relationship

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Legend Group 2: Division/District Name

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Legend Group 3: Project Title

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Legend Group 4: Facility Name

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Legend Group 5a: Contractor/A&E

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

Legend Group 5b: Contractor/A&E

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

Safety Performance Sign  
Legend Group 1: Project Title

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Legend Group 2: Contractor/A&E

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

[Code of Federal Regulations]  
[Title 33, Volume 2, Parts 120 to 199]  
[Revised as of July 1, 2000]  
From the U.S. Government Printing Office via GPO Access  
[CITE: 33CFR154.105]

[Page 295-296]

## NAVIGABLE WATERS

### CHAPTER I--COAST GUARD, DEPARTMENT OF TRANSPORTATION (CONTINUED)

#### PART 154--FACILITIES TRANSFERRING OIL OR HAZARDOUS MATERIAL IN BULK-- Table of Contents

##### Subpart A--General

##### Sec. 154.105 Definitions.

As used in this part:

Barrel means a quantity of liquid equal to 42 U.S. gallons.

Boundary Line means any of the lines described in 46 CFR part 7.

Captain of the Port (COTP) means the U.S. Coast Guard officer commanding a Captain of the Port Zone described in Part 3 of this chapter, or that person's authorized representative.

Caretaker Status denotes a facility where all piping, hoses, loading arms, storage tanks, and related equipment in the marine transfer area are completely free of oil or hazardous materials, where these components have been certified as being gas free, where piping, hoses, and loading arms terminating near any body of water have been blanked, and where the facility operator has notified the COTP that the facility will be in caretaker status.

Commandant means the Commandant of the Coast Guard or an authorized representative.

Contiguous Zone means the entire zone established by the United States under Article 24 of the Convention on the Territorial Sea and the

Contiguous Zone, but not extending beyond 12 miles from the baseline from which the breadth of the territorial sea is measured.

District Commander means the officer of the Coast Guard designated by the Commandant to command a Coast Guard District, as described in Part 3 of this chapter or an authorized representative.

Facility means either an onshore or offshore facility, except for an offshore facility operating under the jurisdiction of the Secretary of the Department of Interior, and includes, but is not limited to, structure, equipment, and appurtenances thereto, used or capable of being used to transfer oil or hazardous materials to or from a vessel or public vessel. Also included are facilities that tank clean or strip and any floating structure that is used to support an integral part of the facility's operation. A facility includes federal, state, municipal, and private facilities.

Facility operator means the person who owns, operates, or is responsible for the operation of the facility.

Hazardous material means a liquid material or substance, other than oil or liquefied gases, listed under 46 CFR 153.40 (a), (b), (c), or (e).

Marine transfer area means that part of a waterfront facility handling oil or hazardous materials in bulk between the vessel, or where the vessel moors, and the first manifold or shutoff valve on the pipeline encountered after the pipeline enters the secondary containment required under 40 CFR 112.7 or 49 CFR 195.264 inland of the terminal manifold or loading arm, or, in the absence of secondary containment, to the valve or manifold adjacent to the bulk storage tank, including the entire pier or wharf to which a vessel transferring oil or hazardous materials is moored.

MARPOL 73/78 means the International Convention for the Prevention of Pollution from Ships, 1973 (done at London, November 2, 1973) as modified by the Protocol of 1978 relating to the International Convention for the Prevention of Pollution from Ships, 1973 (done at London, February 17, 1978).

Mobile facility means any facility that can readily change location, such as a tank truck or tank car, other than a vessel or public vessel.

Monitoring device means any fixed or portable sensing device used to monitor for a discharge of oil or hazardous material onto the water, within or around a facility, and designed to notify operating personnel of a discharge of oil or hazardous material.

Officer in Charge, Marine Inspection (OCMI) means the U.S. Coast Guard officer commanding a Marine Inspection Zone described in Part 3 of this chapter, or an authorized representative.

Offshore facility means any facility of any kind located in, on, or under, any of the navigable waters of the United States, and any facility of any kind which is subject to the jurisdiction of the United States and is located in, on, or under any other waters, other than a vessel or a public vessel.

Oil means oil of any kind or in any form, including but not limited to, petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil.

Onshore facility means any facility (including, but not limited to, motor vehicles and rolling stock) of any kind located in, on, or under any land within the United States other than submerged land.

Person in charge means an individual designated as a person in charge of transfer operations under Sec. 154.710 (for facilities) or Sec. 155.700 (for vessels) of this chapter.

STCW means the International Convention on Standards of Training, Certification, and Watchkeeping for Seafarers, 1978.

Self-propelled tank vessel means a self-propelled tank vessel other than a tankship.

Tank barge means a non-self-propelled tank vessel.

Tankship means a self-propelled tank vessel constructed or adapted primarily to carry oil or hazardous material in bulk in the cargo

spaces.

Tank vessel means a vessel that is constructed or adapted to carry, or that carries, oil or hazardous material in bulk as cargo or cargo residue, and that--

- (a) Is a vessel of the United States;
- (b) Operates on the navigable waters of the United States; or
- (c) Transfers oil or hazardous material in a port or place subject to the jurisdiction of the United States.

Transfer means any movement of oil or hazardous material to, from, or within a vessel by means of pumping, gravitation, or displacement. A transfer is considered to begin when the person in charge on the transferring vessel or facility and the person in charge on the receiving facility or vessel first meet to begin completing the declaration of inspection as required by Sec. 156.150 of this chapter.

A

transfer is considered to be complete when all the connections for the transfer have been uncoupled and secured with blanks or other closure devices and both of the persons in charge have completed the declaration

of inspection to include the date and time the transfer was complete.

Vessel operator means a person who owns, operates, or is responsible for the operation of a vessel.

[CGD 75-124, 45 FR 7169, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36252, Sept. 4, 1990; CGD 79-116, 60 FR 17141, Apr. 4, 1995; CGD 93-056, 61 FR 41458, Aug. 8, 1996; 62 FR 3610, Jan. 24, 1997; CGD 79-116, 62 FR 25125, May 8, 1997]

[Code of Federal Regulations]

[Title 33, Volume 2, Parts 120 to 199]

[Revised as of July 1, 2000]

From the U.S. Government Printing Office via GPO Access

[CITE: 33CFR156]

[Page 435-442]

## NAVIGABLE WATERS

### CHAPTER I--COAST GUARD, DEPARTMENT OF TRANSPORTATION (CONTINUED)

#### PART 156--OIL AND HAZARDOUS MATERIAL TRANSFER OPERATIONS--Table of Contents

##### Subpart A--Oil and Hazardous Material Transfer Operations

###### Sec. 156.100 Applicability.

This **subpart** applies to the transfer of oil or hazardous material on the navigable waters or contiguous zone of the United States to, from, or within each vessel with a capacity of 250 barrels or more; except that, this **subpart** does not apply to transfer operations within a public vessel.

[CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.105 Definitions.

Except as specifically stated in a section, the definitions in Sec. 154.105 of this chapter apply to this **subpart**.

[CGD 90-071a, 59 FR 53291, Oct. 21, 1994]

Sec. 156.107 Alternatives.

(a) The COTP may consider and approve alternative procedures, methods, or equipment standards to be used by a vessel or facility operator in lieu of any requirements in this part if:

(1) Compliance with the requirement is economically or physically impractical;

(2) The vessel or facility operator submits a written request for the alternative at least 30 days before operations under the alternative

are proposed, unless the COTP authorizes a shorter time; and

(3) The alternative provides an equivalent level of safety and protection from pollution by oil or hazardous material, which is documented in the request.

(b) The COTP takes final approval or disapproval action on any alternative requested, in writing, within 30 days of receipt of the request.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.110 Exemptions.

(a) The Assistant Commandant for Marine Safety and Environmental Protection, acting for the Commandant, may grant an exemption or partial exemption from compliance with any requirement in this part, and the District Commander may grant an exemption or partial exemption from compliance with any operating condition or requirement in **subpart C** of this part, if:

(1) The vessel or facility operator submits an application for exemption via the COTP at least 30 days before operations under the exemption are proposed, unless the COTP authorizes a shorter time; and

(2) It is determined, from the application, that:

(i) Compliance with a specific requirement is economically or physically impractical;

(ii) No alternative procedures, methods, or equipment standards exist that would provide an equivalent level of safety and protection from pollution by oil or hazardous material; and

(iii) The likelihood of oil or hazardous material being discharged as a result of the exemption is minimal.

(b) If requested, the applicant must submit any appropriate information, including an environmental and economic assessment of the effects of and reasons for the exemption and proposed procedures, methods or equipment standards.

(c) The exemption may specify the procedures, methods, or equipment standards that will apply.

(d) An exemption is granted or denied in writing. The decision of the Assistant Commandant for Marine Safety and Environmental Protection is a final agency action.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 88-052, 53 FR 25122, July 1, 1988; CGD 86-034, 55 FR 36255, Sept. 4, 1990; CGD 93-081, 60 FR 45017, Aug. 29, 1995; CGD 96-026, 61 FR 33666, June 28, 1996; CGD 93-056, 61 FR 41461, Aug. 8, 1996; CGD 97-023, 62 FR 33364, June 19, 1997]

Sec. 156.111 Incorporation by reference.

(a) Certain material is incorporated by reference into this part with the approval of the Director of the Federal Register under 5 U.S.C.

552(a) and 1 CFR part 51. To enforce any edition other than that specified in paragraph (b) of this section, the Coast Guard must publish notice of the change in the Federal Register; and the material must be available to the public. All approved material is available for inspection at the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC, and at the U.S. Coast Guard, Office of Compliance (G-MOC), 2100 Second Street, SW, Washington, DC 20593-0001 and is available from the sources indicated in paragraph (b) of this section.

(b) The material approved for incorporation by reference in this part and the sections affected are as follows:

Oil Companies International Marine Forum (OCIMF)

15th Floor, 96 Victoria Street, London SW1E 5JW, England.  
Ship to Ship Transfer Guide (Petroleum), Second Edition, 1988--  
156.330.

International Chamber of Shipping

12 Carthusian Street, London EC1M 6EB, England.  
Guide to Helicopter/Ship Operations, Third Edition, 1989--156.330.

[CGD 93-081, 60 FR 45017, Aug. 29, 1995, as amended by CGD 96-026, 61 FR 33666, June 28, 1996]

Sec. 156.112 Suspension order.

The COTP or OCMI may issue a suspension order to suspend transfer operations to the vessel or facility operator when the COTP or OCMI finds there is a condition requiring action to prevent the discharge or threat of discharge of oil or hazardous material, or when the COTP or OCMI is unable to verify compliance with the regulations through an inspection. A suspension order:

- (a) May be effective immediately;
- (b) Is issued in writing unless it is effective immediately and then it may be issued orally and followed up in writing;

(c) Includes a statement of each condition requiring correction to-

(1) Prevent the discharge of oil or hazardous material; or

(2) Comply with Sec. 154.735 of this chapter; and

(d) Is withdrawn when the COTP, OCMI, or District Commander, as applicable, determines that the condition requiring action to prevent the discharge or threat of discharge of oil or hazardous material has been corrected or no longer exists.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.113 Compliance with suspension order.

(a) No vessel or facility operator to whom a suspension order has been issued may conduct transfer operations from the time the order is effective until that order is withdrawn by the applicable COTP, OCMI, or by the District Commander.

(b) The vessel or facility operator may request reconsideration of the suspension order either orally or in writing to the COTP or OCMI who issued it. The request may contain supporting documentation and evidence that the vessel or facility operator wishes to have considered.

(c) Any person not satisfied with a ruling made under the procedure contained in paragraph (b) of this section may appeal that ruling in writing, except as allowed under paragraph (e) of this section, to the Coast Guard District Commander of the district in which the suspension order was issued. The appeal may contain supporting documentation and evidence that the appellant wishes to have considered. The appeal does not stay the effect of the suspension order while the COTP or OCMI ruling is being reviewed. The District Commander issues a ruling after reviewing the appeal.

(d) The ruling by the District Commander is final agency action.

(e) If the delay in presenting a written appeal under paragraph (c) of this section would have a significant adverse impact on the appellant, the appeal may initially be presented orally. If an initial presentation of the appeal is made orally, the appellant must submit the appeal in writing within five days of the oral presentation to the District Commander to whom the oral appeal was made, containing, at a minimum the basis for the appeal and a summary of the material presented orally.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.115 Person in charge: Limitations.

(a) No person may serve as the person in charge of transfer operations on more than one vessel at a time during transfers between vessels or between two or more vessels and a facility unless authorized by the COTP.

(b) No person may serve as the person in charge of both a vessel and

a facility during transfer operations unless authorized by the COTP.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.118 Advance notice of transfer.

(a) The COTP may require a facility operator to notify the COTP of the time and place of each transfer operation at least 4 hours before it

begins for facilities that:

- (1) Are mobile;
- (2) Are in a remote location;
- (3) Have a prior history of oil or hazardous material spills; or
- (4) Conduct infrequent transfer operations.

(b) In the case of a vessel to vessel transfer, the COTP may require a vessel operator of a lightering or fueling vessel to notify the COTP of the time and place of each transfer operation, as specified by the COTP, at least 4 hours before it begins.

(c) No person may conduct such transfer operations until advance notice has been given as specified by the COTP.

Note: The notification may be accomplished by submitting a written schedule, periodically updated to be current.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.120 Requirements for transfer.

A transfer is considered to begin when the person in charge on the transferring vessel or facility and the person in charge on the receiving facility or vessel first meet to begin completing the declaration of inspection, as required by Sec. 156.150 of this part. No person shall conduct an oil or hazardous material transfer operation unless:

(a) The vessel's moorings are strong enough to hold during all expected conditions of surge, current, and weather and are long enough to allow adjustment for changes in draft, drift, and tide during the transfer operation;

(b) Transfer hoses and loading arms are long enough to allow the vessel to move to the limits of its moorings without placing strain on the hose, loading arm, or transfer piping system;

(c) Each hose is supported to prevent kinking or other damage to the hose and strain on its coupling.

(d) Each part of the transfer system is aligned to allow the flow of oil or hazardous material;

(e) Each part of the transfer system not necessary for the transfer operation is securely blanked or shut off;

(f) The end of each hose and loading arm that is not connected for the transfer of oil or hazardous material is blanked off using the closure devices required by Secs. 154.520 and 155.805 of this chapter;

(g) The transfer system is attached to a fixed connection on the vessel and the facility except that when a vessel is receiving fuel, an automatic back pressure shutoff nozzle may be used;

(h) Each overboard discharge or sea suction valve that is connected to the vessel's transfer or cargo tank system is sealed or lashed in the closed position; except when used to receive or discharge ballast in compliance with 33 CFR Part 157;

(i) Each transfer hose has no unrepaired loose covers, kinks, bulges, soft spots, or any other defect which would permit the discharge of oil or hazardous material through the hose material and no gouges, cuts, or slashes that penetrate the first layer of hose reinforcement ("reinforcement" means the strength members of the hose, consisting of fabric, cord and/or metal);

(j) Each hose or loading arm in use meets Secs. 154.500 and 154.510 of this chapter, respectively;

(k) Each connection meets Sec. 156.130;

(l) Any monitoring devices required by Sec. 154.525 of this chapter are installed and operating properly;

(m) The discharge containment equipment required by Sec. 154.545 of this chapter is readily accessible or deployed as applicable;

(n) The discharge containment required by Secs. 154.530, 155.310, and 155.320 of this chapter, as applicable, is in place and periodically drained to provide the required capacity;

(o) Each drain and scupper is closed by the mechanical means required by Sec. 155.310;

(p) All connections in the transfer system are leak free except that a component in the transfer system, such as the packing glands of a pump, may leak at a rate that does not exceed the capacity of the discharge containment provided during the transfer operation;

(q) The communications required by Secs. 154.560 and 155.785 of this chapter are operable for the transfer operation;

(r) The emergency means of shutdown required by Secs. 154.550 and 155.780 of this chapter, as applicable, is in position and operable;

(s) There is a person in charge on the transferring vessel or facility and the receiving vessel or facility except as otherwise authorized under Sec. 156.115;

(t) Each person in charge required by paragraph (s) of this section:

(1) Is at the site of the transfer operation and immediately available to the transfer personnel;

(2) Has in his or her possession a copy of the facility operations manual or vessel transfer procedures, as appropriate; and

(3) Conducts the transfer operation in accordance with the facility operations manual or vessel transfer procedures, as appropriate;

(u) The personnel required, under the facility operations manual and the vessel transfer procedures, to conduct the transfer operation:

(1) Are on duty; and

(2) Conduct the transfer operation in accordance with the facility operations manual or vessel transfer procedures, as appropriate;

(v) At least one person is at the site of the transfer operation who fluently speaks the language or languages spoken by both persons in charge;

(w) The person in charge of the transfer on the transferring vessel or facility and the person in charge of it on the receiving vessel or facility have held a conference, to ensure that each person in charge understands--

- (1) The identity of the product to be transferred;
- (2) The sequence of transfer operations;
- (3) The transfer rate;
- (4) The name or title and location of each person participating in the transfer operation;
- (5) Details of the transferring and receiving systems including procedures to ensure that the transfer pressure does not exceed the maximum allowable working pressure (MAWP) for each hose assembly, loading arm and/or transfer pipe system;
- (6) Critical stages of the transfer operation;
- (7) Federal, state, and local rules that apply to the transfer of oil or hazardous material;
- (8) Emergency procedures;
- (9) Discharge containment procedures;
- (10) Discharge reporting procedures;
- (11) Watch or shift arrangement;
- (12) Transfer shutdown procedures; and,
- (13) If the persons use radios, a predetermined frequency for communications during the transfer, agreed upon by both.

(x) The person in charge of transfer operations on the transferring vessel or facility and the person in charge of transfer operations on the receiving vessel or facility agree to begin the transfer operation;

(y) Between sunset and sunrise the lighting required by Secs. 154.570 and 155.790 of this chapter is provided; and

(z) For transfer operations between tank barges from sunset to sunrise, lighting is provided as described in Sec. 155.790 of this chapter.

(aa) A transfer operation which includes collection of vapor emitted from a vessel's cargo tanks through a venting system not located on the vessel must have the following verified by the person in charge:

- (1) Each manual valve in the vapor collection system is correctly positioned to allow the collection of cargo vapor;
- (2) A vapor collection hose or arm is connected to the vessel's vapor connection;
- (3) The electrical insulating device required by Sec. 154.810(g) of this chapter or 46 CFR 39.40-3(c) is fitted between the facility vapor connection and the vessel vapor connection;
- (4) The initial loading rate and the maximum transfer rate are determined;
- (5) The maximum and minimum operating pressures at the facility vapor connection are determined;
- (6) The tank barge overfill control system, if installed, is connected to the facility, tested, and operating properly;
- (7) The following have been performed not more than 24 hours prior to the start of the transfer operation:

(i) Each alarm and automatic shutdown system required by **subpart E** of part 154 of this chapter and 46 CFR part 39 has been tested and found

to be operating properly, and

(ii) Analyzers required by Sec. 154.820(a), Sec. 154.824 (d) and (e)

of this chapter or 46 CFR 39.40-3(a) have been checked for calibration

by use of a span gas;

(8) Each vapor recovery hose has no unrepaired loose covers, kinks, bulges, soft spots, or any other defect which would permit the discharge

of vapor through the hose material, and no external gouges, cuts, or slashes that penetrate the first layer of hose reinforcement; and

(9) The oxygen content of the vessel's cargo tanks, if inerted, is at or below 8 percent by volume.

[[Page 440]]

(bb) If the transfer operation involves loading oil, as defined in Sec. 151.05 of this chapter, into a cargo tank, the overfill device required by Sec. 155.480 of this chapter is installed and operating properly.

(cc) Smoking is not permitted in the facilities marine transfer area

except in designated smoking areas.

(dd) Welding, hot work operations and smoking are prohibited on vessels during the transfer of flammable or combustible materials, except that smoking may be permitted in accommodation areas designated by the master.

(Approved by the Office of Management and Budget under control number 2115-0506)

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 88-102, 55 FR 25445, June 21, 1990; CGD 86-034, 55 FR 36255, Sept. 4, 1990; CGD 90-071a, 59 FR 53291, Oct. 21, 1994; CGD 93-056, 61 FR 41461, Aug. 8, 1996; CGD 79-116, 62 FR 25127, May 8, 1997]

Sec. 156.125 Discharge cleanup.

(a) Each person conducting the transfer operation shall stop the transfer operation whenever oil or hazardous material from any source is

discharged:

(1) In the transfer operation work area; or

(2) Into the water or upon the adjoining shoreline in the transfer area.

(b) Except as permitted under paragraph (c) of this section, no person may resume the transfer operation after it has been stopped under

paragraph (a) of this section, unless:

(1) Oil or hazardous material discharged in the transfer operation work area is cleaned up; and

(2) Oil or hazardous material discharged into the water or upon the adjoining shoreline is cleaned up, or is contained and being cleaned up.

(c) The COTP may authorize resuming the transfer operation if it is deemed appropriate.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.130 Connection.

(a) Each person who makes a connection for transfer operations shall:

(1) Use suitable material in joints and couplings to ensure a leak-free seal;

(2) Use a bolt in at least every other hole, and in no case less than four bolts, in each temporary bolted connection that uses a flange that meets American National Standards Institute (ANSI) standard flange requirements under Sec. 154.500(d)(2) of this chapter;

(3) Use a bolt in each hole in each temporary bolted connection that

uses a flange other than one that meets ANSI standards;

(4) Use a bolt in each hole of each permanently connected flange;

(5) Use bolts of the correct size in each bolted connection; and

(6) Tighten each bolt and nut uniformly to distribute the load and sufficiently to ensure a leak free seal.

(b) A person who makes a connection for transfer operations must not use any bolt that shows signs of strain or is elongated or deteriorated.

(c) Except as provided in paragraph (d) of this section, no person may use a connection for transfer operations unless it is:

(1) A bolted or full threaded connection; or

(2) A quick-connect coupling acceptable to the Commandant.

(d) No person may transfer oil or hazardous material to a vessel that has a fill pipe for which containment cannot practically be provided unless an automatic back pressure shutoff nozzle is used.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36256, Sept. 4, 1990]

#### Sec. 156.150 Declaration of inspection.

(a) No person may transfer oil or hazardous material to or from a vessel unless each person in charge, designated under Secs. 154.710 and 155.700 of this chapter, has filled out and signed the declaration of inspection form described in paragraph (c) of this section.

(b) No person in charge may sign the declaration of inspection unless he or she has determined by inspection, and indicated by initialling in the appropriate space on the declaration of inspection form, that the facility or vessel, as appropriate, meets Sec. 156.120.

(c) The declaration of inspection may be in any form but must contain at least:

(1) The name or other identification of the transferring vessel or facility and the receiving vessel or facility;

(2) The address of the facility or location of the transfer operation if not at a facility;

(3) The date and time the transfer operation is started;

(4) A list of the requirements in Sec. 156.120 with spaces on the form following each requirement for the person in charge of the vessel or facility to indicate by initialling that the requirement is met for the transfer operation; and

(5) A space for the date, time of signing, signature, and title of each person in charge during transfer operations on the transferring vessel or facility and a space for the date, time of signing, signature,

and title of each person in charge during transfer operations on the

receiving facility or vessel certifying that all tests and inspections have been completed and that they are both ready to begin transferring product; and

(6) The date and time the transfer operation is completed.

(d) The form for the declaration of inspection may incorporate the declaration-of-inspection requirements under 46 CFR 35.35-30.

(e) The vessel and facility persons in charge shall each have a signed copy of the declaration of inspection available for inspection by the COTP during the transfer operation.

(f) The operators of each vessel and facility engaged in the transfer operation shall retain a signed copy of the declaration of inspection on board the vessel or at the facility for at least 1 month from the date of signature.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36256, Sept. 4, 1990; CGD 93-056, 61 FR 41461, Aug. 8, 1996]

#### Sec. 156.160 Supervision by person in charge.

(a) No person may connect or disconnect a hose, top off a tank, or engage in any other critical procedures during the transfer operation unless the person in charge, required by Sec. 156.120(s), supervises that procedure.

(b) No person may start the flow of oil or hazardous material to or from a vessel unless instructed to do so by either person in charge.

(c) No person may transfer oil or hazardous material to or from a vessel unless each person in charge is in the immediate vicinity and immediately available to the transfer personnel.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36256, Sept. 4, 1990]

#### Sec. 156.170 Equipment tests and inspections.

(a) Except as provided in paragraph (d) of this section, no person may use any equipment listed in paragraph (c) of this section for transfer operations unless the vessel or facility operator, as appropriate, tests and inspects the equipment in accordance with paragraphs (b), (c) and (f) of this section and the equipment is in the condition specified in paragraph (c) of this section.

(b) During any test or inspection required by this section, the entire external surface of the hose must be accessible.

(c) For the purpose of paragraph (a) of this section:

(1) Each nonmetallic transfer hose must:

(i) Have no unrepaired loose covers, kinks, bulges, soft spots or any other defect which would permit the discharge of oil or hazardous material through the hose material, and no gouges, cuts or slashes that penetrate the first layer of hose reinforcement as defined in Sec. 156.120(i).

(ii) Have no external deterioration and, to the extent internal inspection is possible with both ends of the hose open, no internal deterioration;

(iii) Not burst, bulge, leak, or abnormally distort under static liquid pressure at least 1½ times the maximum allowable working pressure; and

(iv) Hoses not meeting the requirements of paragraph (c)(1)(i) of

this section may be acceptable after a static liquid pressure test is successfully completed in the presence of the COTP. The test medium is not required to be water.

(2) Each transfer system relief valve must open at or below the pressure at which it is set to open;

(3) Each pressure gauge must show pressure within 10 percent of the actual pressure;

(4) Each loading arm and each transfer pipe system, including each metallic hose, must not leak under static liquid pressure at least 1\1/2\ times the maximum allowable working pressure; and

(5) Each item of remote operating or indicating equipment, such as a remotely operated valve, tank level alarm, or emergency shutdown device, must perform its intended function.

(d) No person may use any hose in underwater service for transfer operations unless the operator of the vessel or facility has tested and inspected it in accordance with paragraph (c) (1) or (c) (4) of this section, as applicable.

(e) The test fluid used for the testing required by this section is limited to liquids that are compatible with the hose tube as recommended by the hose manufacturer.

(f) The frequency of the tests and inspections required by this section must be:

(1) For facilities, annually or not less than 30 days prior to the first transfer conducted past one year from the date of the last tests and inspections;

(2) For a facility in caretaker status, not less than 30 days prior to the first transfer after the facility is removed from caretaker status; and

(3) For vessels, annually or as part of the biennial and mid-period inspections.

(g) If a facility or vessel collects vapor emitted from a vessel cargo tank with a vapor control system, the system must not be used unless the following tests and inspections are satisfactorily completed:

(1) Each vapor hose, vapor collection arm, pressure or vacuum relief valve, and pressure sensor is tested and inspected in accordance with paragraphs (b), (c), and (f) of this section;

(2) Each remote operating or indicating device is tested for proper operation in accordance with paragraph (f) of this section;

(3) Each detonation arrester required by Sec. 154.820, Sec. 154.826(a), and Sec. 154.828(a) of this chapter or 46 CFR 39.40-3(d), and each flame arrester required by Sec. 154.826(a), Sec. 154.828(a) and (c) of this chapter has been inspected internally within the last year, or sooner if operational experience has shown that frequent clogging or rapid deterioration is likely; and

(4) Each hydrocarbon and oxygen analyzer required by Sec. 154.820(a) and Sec. 154.824 (d) and (e) of this chapter or 46 CFR 39.40-3(a) is calibrated:

(i) Within the previous two weeks, or

(ii) Within 24 hours prior to operation when the vapor control system is operated less frequently than once a week.

(h) Upon the request of the owner or operator, the COTP may approve

alternative methods of compliance to the testing requirements of paragraph (c) of this section if the COTP determines that the alternative methods provide an equal level of protection.

(Approved by the Office of Management and Budget under control number 2115-0096)

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 88-102, 55 FR 25445, June 21, 1990; CGD 86-034, 55 FR 36256, Sept. 4, 1990; CGD 93-056, 61 FR 41461, Aug. 8, 1996]

[Code of Federal Regulations]  
[Title 33, Volume 2, Parts 125 to 199]  
[Revised as of July 1, 1999]  
From the U.S. Government Printing Office via GPO Access  
[CITE: 33CFR156]

[Page 437-440]

#### NAVIGABLE WATERS

##### CHAPTER I--COAST GUARD, DEPARTMENT OF TRANSPORTATION (CONTINUED)

##### PART 156--OIL AND HAZARDOUS MATERIAL TRANSFER OPERATIONS--Table of Contents

##### **Subpart B--Special Requirements for Lightering of Oil and Hazardous Material Cargoes**

Source: CGD 78-180, 49 FR 11172, Mar. 26, 1984, unless otherwise noted.

##### Sec. 156.200 Applicability.

This **subpart** applies to each vessel to be lightered and each service vessel engaged in a lightering operation in the marine environment beyond the baseline from which the territorial sea is measured when the oil or hazardous material lightered is destined for a port or place subject to the jurisdiction of the U.S. This **subpart** does not apply to lightering operations involving public vessels, or to the dedicated response vessels and vessels of opportunity in accordance with the National Contingency Plan (40 CFR parts 9 and 300) when conducting response activities. These rules are in addition to the rules of **subpart A** of this part, as well as the rules in the applicable sections of parts 151, 153, 155, 156, and 157 of this chapter.

[CGD 93-081, 60 FR 45017, Aug. 29, 1995]

##### Sec. 156.205 Definitions.

(a) In addition to the terms defined in this section, the

definitions in

Sec. 154.105 of this chapter apply to this **subpart** and to **subpart C**.

(b) As used in this **subpart** and **subpart C**:

Lightering or Lightering operation means the transfer of a cargo of oil or a hazardous material in bulk from one vessel to another, including all phases of the operation from the beginning of the mooring operation to the departure of the service vessel from the vessel to be lightered, except when that cargo is intended only for use as fuel or lubricant aboard the receiving vessel.

Marine environment means--

- (1) The navigable waters of the United States;
- (2) The waters of an area over which the United States asserts exclusive fishery management authority; and
- (3) The waters superadjacent to the Outer Continental Shelf of the United States.

Service vessel means the vessel which receives a cargo of oil or a hazardous material from another vessel in a lightering operation.

Vessel to be lightered means the vessel which transports a cargo of oil or a hazardous material to a place within the marine environment for

transfer of that cargo to another vessel for further transport to a port

or place subject to the jurisdiction of the United States. The term "vessel to be lightered" does not include drilling rigs, or offshore supply vessels transferring cargo intended for use as fuel or lubricant aboard the receiving vessel.

Work includes any administrative duties associated with the vessel whether performed on board the vessel or onshore.

[CGD 78-180, 49 FR 11172, Mar. 26, 1984, as amended by CGD 86-034, 55 FR 36256, Sept. 4, 1990; CGD 90-052, 58 FR 48436, Sept. 15, 1993; CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.210 General.

(a) No vessel may transfer oil or hazardous materials in a port or place subject to the jurisdiction of the United States, if the cargo has

been lightered from another vessel, unless:

- (1) The regulations in this **subpart** have been complied with;
- (2) Both the vessel to be lightered and service vessel have, on board, at the time of transfer, a valid Certificate of Inspection, Certificate of Compliance, or a Tank Vessel Examination Letter, as would have been required under 46 U.S.C. 3710 or 3711, had the transfer taken place in a port or place subject to the jurisdiction of the United States; and

(3) The delivering and receiving vessels have on board at the time of transfer, evidence that each vessel is operating in compliance with section 311(j) of the Federal Water Pollution Control Act (33 U.S.C. 1321(j)) and applicable regulations issued under the authority of section 311(j) in the form of a Declaration of Inspection as required by Sec. 156.150 and a vessel response plan if required under part 155 of this chapter.

Note: Under 46 U.S.C. 3715, the delivering and receiving vessels

must have on board at the time of transfer, a Certificate of Financial Responsibility that would be required if the transfer had taken place in

a location subject to the jurisdiction of the U.S. Regulations concerning Certificates of Financial Responsibility for vessels using the navigable waters of the U.S. are in part 130 of this chapter.

(4) The vessel to be lightered has on board, at the time of transfer, an International Oil Pollution Prevention (IOPP) Certificate or equivalent documentation of compliance with Annex I of the International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 relating thereto (MARPOL 73/78), as would be required by Part 151 of this chapter for vessels in navigable waters of the United States. The IOPP Certificate or documentation of compliance shall be that prescribed by Secs. 151.19 and 151.21 of this chapter, and shall be effective under the same timetable as specified in Sec. 151.19.

(b) Lightering operations involving hazardous materials, other than oil, may be conducted only with the specific approval of the Commandant.

A request to lighter hazardous materials, other than oil, must be submitted to Commandant (G-M) prior to the planned beginning of lightering operations. The request must include the information described in Sec. 156.215(a) to the extent known, for the initial transfer, and the estimated frequency of subsequent lightering operations. After the entry into force of Annex II to

[[Page 439]]

MARPOL 73/78, vessels lightering hazardous materials shall carry an International Pollution Prevention Certificate for the Carriage of Noxious Liquid Substances in Bulk (1973), if required by Annex II to MARPOL 73/78, or equivalent documentation of compliance with the annex.

(c) In an emergency, the COTP, upon request, may authorize a deviation from any rule in this part if the COTP determines that its application will endanger persons, property, or the environment.

(d) On vessels conducting lightering operations in a designated lightering zone, a licensed individual or seaman may not work, except in an emergency or a drill, more than 15 hours in any 24-hour period, or more than 36 hours in any 72-hour period, including the 24-hour and 72-hour periods prior to commencing lightering operations.

[CGD 78-180, 49 FR 11172, Mar. 29, 1984, as amended by CGD 88-052, 53 FR 25122, July 1, 1988; CGD 90-052, 58 FR 48436, Sept. 15, 1993; CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.215 Pre-arrival notices.

(a) The master, owner or agent of each vessel to be lightered must give at least 24 hours advance notice to the Captain of the Port nearest the lightering location or zone, prior to arrival in the lightering location or zone. This advance notice must include:

(1) The vessel's name, call sign or official number, and registry:

(2) The cargo type (if oil) or shipping name (if hazardous material) and approximate amount on board;

(3) The number of transfers expected and the amount of cargo expected to be transferred during each transfer;

(4) The lightering location or zone to be used;

(5) The estimated time of arrival in the lightering location or zone;

(6) The estimated duration of transfer operations; and

(7) The name and destination of service vessel(s).

(b) In the event the estimated time of arrival in the lightering location or zone changes by more than six hours, the Master, owner or agent of each vessel to be lightered must advise the Captain of the Port of this change as soon as possible.

(c) Where lightering is conducted as a result of collision, grounding, tank rupture or any similar emergency, immediate notice must be given to the Captain of the Port.

(d) In addition to the other requirements in this section, the master, owner, or agent of a vessel that requires a Tank Vessel Examination (TVE) or other special Coast Guard inspection in order to lighter in a designated lightering zone must request the TVE or other inspection from the cognizant Captain of the Port at least 72 hours prior to commencement of lightering operations.

[CGD 78-180, 49 FR 11172, Mar. 26, 1984, as amended by CGD 90-052, 58 FR 48437, Sept. 15, 1993; CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.220 Reporting of incidents.

(a) An immediate report must be made to the nearest Captain of the Port, by the service vessel, if fire, explosion, collision, grounding or any similar emergency, which poses a threat to the vessels involved, occurs during lightering.

(b) Any discharge of oil or hazardous material into the water shall be reported, by the service vessel, in accordance with the procedures specified in Sec. 151.15 of this chapter.

Sec. 156.225 Designation of lightering zones.

The District Commander is delegated the authority to designate lightering zones and their operating requirements, where they are necessary for safety or environmental protection. When a lightering zone has been designated, lightering operations in a given geographic area may only be conducted within the designated lightering zone.

Sec. 156.230 Factors considered in designating lightering zones.

The following factors are considered in designating a lightering zone:

(a) The findings of the environmental analysis or, if prepared, the Environmental Impact Statement;

(b) The proximity of the zone to:

(1) Shipping lanes;

- (2) Vessel traffic schemes or vessel separation systems;
  - (3) Anchorages;
  - (4) Fixed structures;
  - (5) Designated marine sanctuaries;
  - (6) Commercial and recreational fishing areas;
  - (7) Environmentally sensitive areas; and
  - (8) Designated units of the National Park System, National Wild and Scenic Rivers System, National Wilderness Preservation System, properties included on the National Register of Historic Places and National Registry of Natural Landmarks, and National Wildlife Refuge System.
- (c) The traditional use of areas for lightering operations;
  - (d) The normal weather and sea conditions in the areas, and their effect on lightering operations, and the fate of possible cargo discharges;
  - (e) The depth of water and underwater obstructions that may adversely impact anchorages and clearance of vessels;
  - (f) Other relevant safety, environmental, or economic data.





Landing area: (1) the primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones, (2) the "clear zone" beyond the ends of each runway (i.e., the extension of the primary surface), (3) all taxiways, and the lateral clearance zones along each side for the length of the taxiways), and (4) all aircraft parking aprons plus the area extending beyond each edge all around the aprons.

Safety precaution area: those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

Transitional surface: a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

Transitional zone: the ground area under the transitional surface (and adjoining the primary surface, clear zone, and approach-departure clearance zone).

## APPENDIX A

### MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job-specific and shall also address any unusual or unique aspects of the project or activity for which it is written.

The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:
  - a. plan preparer (corporate safety staff person, QC);
  - b. plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);
  - c. plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC.
2. BACKGROUND INFORMATION. List the following:
  - a. contractor;
  - b. contract number;
  - c. project name;
  - d. brief project description, description of work to be performed, and location (map);
  - e. contractor accident experience (provide information such

as EMR, OSHA 200 Forms, corporate safety trend analyses);  
f. listing of phases of work and hazardous activities requiring activity hazards analyses.

3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a significant portion of the information required by the accident prevention plan.)

4. RESPONSIBILITIES AND LINES OF AUTHORITIES.  
a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance).  
b. Lines of authority

5. SUBCONTRACTORS AND SUPPLIERS. Provide the following:  
a. identification of subcontractors and suppliers (if known);  
b. means for controlling and coordinating subcontractors and suppliers;  
c. safety responsibilities of subcontractors and suppliers.

6. TRAINING.  
a. List subjects to be discussed with employees in safety indoctrination.  
b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.  
c. Identify requirements for emergency response training.  
d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

7. SAFETY AND HEALTH INSPECTIONS. Provide details on:  
a. who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;  
b. any external inspections/certifications which may be required (e.g., Coast Guard).

8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.  
a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.  
b. A brief description of the company's safety incentive programs (if any) should be provided.  
c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.  
d. Provide written company procedures for holding managers and supervisors accountable for safety.

9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:  
a. exposure data (man-hours worked);  
b. accident investigations, reports and logs;  
c. immediate notification of major accidents.

10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.

11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.

12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).  
a. hazard communication program (01.B.04);

- b. emergency response plans:
  - procedures and tests (01.E.01)
  - spill plans (01.E.01, 06.A.02)
  - firefighting plan (01.E.01, 19.A.04)
  - posting of emergency telephone numbers (01.E.04)
  - wildfire prevention plan (09.K.01)
  - man overboard/abandon ship (19.A.04)
- c. layout plans (04.A.01);
- d. respiratory protection plan (05.E.01);
- e. health hazard control program (06.A.02);
- f. lead abatement plan (06.B.05 & specifications);
- g. asbestos abatement plan (06.B.05 & specifications);
- h. abrasive blasting (06.H.01);
- i. confined space (06.I);
- j. hazardous energy control plan (12.A.07);
- k. critical lift procedures (16.C.17);
- l. contingency plan for severe weather (19.A.03);
- m. access and haul road plan (22.I.10);
- n. demolition plan (engineering and asbestos surveys) (23.A.01);
- o. emergency rescue (tunneling) (26.A.05);
- p. underground construction fire prevention and protection plan (26.D.01)
- q. compressed air plan (26.I.01)
- r. formwork and shoring erection and removal plans (27.B.02)
- s. lift slab plans (27.D.01)
- t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);
- u. blasting plan (29.A.01);
- v. diving plan (30.A.13);
- w. plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force);

13. The contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the

accident prevention plan. Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation.

**APPENDIX B**  
**EMERGENCY OPERATIONS**

1. During emergency operations and recovery assistance activities it is extremely important that safety and health requirements are implemented. Personnel often perform unusual, difficult, hazardous tasks while in a challenging environment, and these conditions increase the risk of accident. Additionally, resources are in short supply, and the loss of any resource to an accident indicates poor management. Safety and occupational health of Corps of Engineers employees, contractors, and members of the public exposed to Corps activities will be a primary concern during all Corps emergency operations and recovery assistance. Safety and Occupational Health Offices shall provide the necessary input to their Emergency Management counterparts to ensure that planning for safety and health concerns (including risk and hazard analysis) is addressed prior to, during, and following disasters and disaster response.
2. Safety and occupational health program requirements shall be included in all Government and contract operations. Federal Acquisition Clause 52.236-13, Accident Prevention, shall be included in contracts and MOAs/MOUs for emergency operations and recovery assistance.
3. Initial response. A qualified safety and health professional shall be immediately alerted of the disaster and shall be included in the planning and execution of response and recovery efforts. This individual shall assess safety and health issues and assure precautions are taken prior to deployment of personnel (items to consider include sanitation, drinking water, power supply, living quarters, driving conditions, environmental conditions, and health issues).
4. Staffing. Safety and Occupational Health Offices in the Geographic District experiencing the disaster will be temporarily staffed with additional safety, industrial hygiene, and medical

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES						REPORTS CONTROL SYMBOL ENGCW-0-13							
THRU:		TO:		FROM:		REPORT NO.							
CHARACTER OF REPORT:	<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL						DATE OR PERIOD						
	NAME AND TYPE			SIZE		PIPELINE		DIPPER OR BUCKET					
DREDGE	HORSEPOWER OF		DREDGE PUMP		SUCTION PIPE JET		CUTTER OR BUCKET						
	NUMBER OF CREW MEMBERS		DREDGE		SHORE		OTHER PLANT						
PROJECT AND BAR	NAME			AUTH DIMENSIONS		WIDTH		DEPTH					
	LOCATION (include station numbers)												
CHARACTER OF MATERIAL	ABSOLUTE DENSITY			IN PLACE DENSITY			VOIDS RATIO						
	GRAIN SIZE			GEOLOGICAL CLASSIFICATION									
CONTRACT OR DREDGING ORDER	NUMBER			<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR			TOTAL NO. OF DAYS ON WHICH WORK WAS DONE						
CHANNEL CONDITION	AVERAGE DEPTH		BEFORE DREDGING		AFTER DREDGING		MINIMUM SOUNDING		BEFORE DREDGING				
									AFTER DREDGING				
RIVER STAGE	MINIMUM		TIME		MAXIMUM		TIME		GAGE LOCATION				
	WEATHER CONDITION (clear, cloudy, rain, snow, and fog)						VISIBILITY		WIND (maximum velocity & direction)				
WORK PERFORMED						DISTRIBUTION OF TIME							
ITEM			UNIT		QUANTITY		EFFECTIVE WORKING TIME (chargeable to cost of work)			HOURS		MIN.	
AVERAGE WIDTH OF CUT			FEET				PUMPING OR DREDGING						
TOTAL ADVANCE THIS PERIOD			FEET				PCT. OF EFFECTIVE RENTAL TIME			%			
TOTAL ADV. PREVIOUS TO THIS PERIOD			FEET				BOOSTER (in line)			Hrs. Min.			
TOTAL ADVANCE TO DATE			FEET				NON-EFFECTIVE WORKING TIME (chargeable to cost of work)						
FLOATING PIPE:			SHORE PIPE:				HANDLING PIPE LINES						
TOTAL LENGTH OF DISCHARGE PIPE			FEET				HANDLING ANCHOR LINES						
AVERAGE LIFT			FEET				CLEARING PUMP AND PIPE LINE						
AVERAGE PUMP SPEED			R.P.M.				CLEARING CUTTER OR SUCTION HEAD						
AVG. DREDGED PER PUMP. HR, GROSS			CU.YDS.				WAITING FOR SCOWS						
SCOWS LOADED			NUMBER				TO AND FROM WHARF OR ANCHORAGE						
AVERAGE LOAD PER SCOW			CU.YDS.				CHANGING LOCATION OF PLANT ON JOB						
CUBIC YARDS REMOVED						LOSS DUE TO OPPOSING NATURAL ELEMENTS							
AMOUNT DREDGED THIS PERIOD:						LOSS DUE TO PASSING VESSELS							
(1) GROSS (computed amount)						SHORE LINE AND SHORE WORK							
(2) CREDITED (pay place)						WAITING FOR BOOSTER							
AMOUNT PREVIOUSLY REPORTED:						MINOR OPER. REPAIRS (explain in remarks)							
(1) GROSS (computed amount)						WAITING FOR ATTENDANT PLANT							
(2) CREDITED (pay place)						PREPARATION AND MAKING UP TOW							
TOTAL AMOUNT DREDGED TO DATE:						TRANSFERRING PLANT BETWEEN WORKS							
(1) GROSS (computed amount)						LAY TIME OFF SHIFT AND SATURDAYS							
(2) CREDITED (pay place)						SUNDAYS AND HOLIDAYS							
ATTENDANT PLANT						FIRE DRILL							
ITEM			NAME OR NUMBER			HOURS			MISCELLANEOUS (explain in remarks)				
									TOTAL NON-EFFECTIVE WORKING TIME				
									PCT. OF NON-EFFECTIVE RENTAL TIME				
									%				
TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (chargeable to cost of work)													
PCT. OF TOTAL TIME IN PERIOD						%							
LOST TIME (not chargeable to cost of work)													
MAJOR REPAIRS AND ALTERATIONS													
CESSATION													
COLLISIONS													
MISCELLANEOUS (explain in remarks)													
TOTAL LOST TIME													
PERCENTAGE OF TOTAL TIME						%							
TOTAL TIME IN PERIOD													
NUMBER OF INSPECTIONS		BY DISTRICT PERSONNEL		BY DIV & OCE PERSONNEL		TOTAL LOST TIME		PERCENTAGE OF TOTAL TIME		%			
CONTRACT USE ONLY		HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? <input type="checkbox"/> NO <input type="checkbox"/> YES (if "YES", explain under remarks on back)						TOTAL TIME IN PERIOD					

ENG FORM  
JAN 70

4267

REPLACES ENG FORM 28 (Costs), 1 MAR 53, AND ENG FORM 29 (Costs),  
1 JAN 62, WHICH ARE OBSOLETE. (ER 1125-2-304)

(Signature and Remarks  
required on reverse side.)

### SUMMARY OF COSTS

ITEMS		COST						
<b>DIRECT PLANT OPERATING COSTS</b>								
UNIFORM DAILY RATE BASIS <i>(To be completed when submitting Status and Completion reports.)</i>								
CHARGES: _____ DAYS AT \$ _____ PER DAY <i>(Item 19, ENG Form 22 (Costs) - adjusted to exclude plant increment cost.)</i>								
▶ OR ◀								
ACTUAL PLANT COSTS <i>(To be completed when submitting Annual report.)</i>								
PAYROLLS (gross).....	\$							
SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE.....	\$							
FUEL _____ BARRELS AT \$ _____ PER BARREL.....	\$							
WATER.....	\$							
LUBRICANTS.....	\$							
PLANT OWNERSHIP COSTS <i>(as computed below)</i> .....	\$							
INSURANCE.....	\$							
ATTENDANT PLANT.....	\$							
MISCELLANEOUS.....	\$							
SUBTOTAL—UNIFORM DAILY RATE OR ACTUAL COSTS.....		\$						
SUBTOTAL—PLANT UNIT COST \$ _____ PER CUBIC YARD.								
<b>SHORE WORK</b>								
SUBTOTAL—SHORE WORK COSTS.....		\$						
SUBTOTAL—SHORE WORK UNIT COSTS \$ _____ PER CUBIC YARD.								
<b>OTHER COSTS</b>								
SURVEYS.....	\$							
INSPECTION AND SUPERVISION.....	\$							
OVERHEAD.....	\$							
OTHER INDIRECT COSTS.....	\$							
SUBTOTAL—OTHER COSTS.....		\$						
SUBTOTAL—OTHER UNIT COST \$ _____ PER CUBIC YARD.								
GRAND TOTAL—ALL COSTS.....		\$						
GRAND TOTAL—ALL UNIT COSTS \$ _____ PER CUBIC YARD.								
<b>OPERATING SUPPLIES</b>		<b>ANNUAL REPORT DATA</b> <i>(complete when submitting Annual report)</i>						
COMMODITIES	CONSUMED		INVENTORY					
	UNIT	QUANTITY	QUANTITY	VALUE				
FUEL (oil)	BBLs					COST PER RENTAL MINUTE <i>(Based on total operating cost)</i> .....	\$	per min.
LUBRICANT (oil)	GAL					TOTAL COST OF PLANT <i>(End of F.Y. reporting period)</i> .....	\$	
LUBRICANT (grease)	LBS					BOOK VALUE <i>(End of F.Y. reporting period)</i> .....	\$	
WATER	GAL					BALANCE IN PLANT ACCOUNT <i>(End of F.Y. reporting period)</i> .....	\$	
						PLANT OWNERSHIP COSTS <i>(Actual for F.Y. reporting period):</i>		
						DEPRECIATION.....	\$	
						REPAIRS <i>(Adjusted)</i> .....	\$	
						CESSATION OF WORK.....	\$	
						SMALL TOOLS, ETC.....	\$	
SUBSISTENCE SUPPLIES.....								
MISCELLANEOUS SUPPLIES.....								
TOTAL.....					\$	TOTAL.....	\$	
REMARKS								
SUBMITTED BY <i>(Name, title, and signature)</i>			RECOMMENDED BY <i>(Name, title, and signature)</i>			APPROVED BY <i>(Name, title, and signature)</i>		

**TRANSPORTATION AND PLACEMENT LOG**

**DATE:** \_\_\_\_\_

**CONTRACT NUMBER:** \_\_\_\_\_

**LOG NUMBER:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**INSPECTOR:** \_\_\_\_\_

**WEATHER CONDITIONS:** \_\_\_\_\_ **WIND SPEED:** \_\_\_\_\_ **VISIBILITY:** \_\_\_\_\_

**TUG NAME:** \_\_\_\_\_

**SCOW NAME:** \_\_\_\_\_

**DESCRIPTION OF MATERIAL:** \_\_\_\_\_

Date

Time

LOADING STARTED:

\_\_\_\_\_

LOADING COMPLETED:

\_\_\_\_\_

SCOW DEPARTED DREDGING SITE:

\_\_\_\_\_

SCOW ARRIVED DEWATERING SITE:

\_\_\_\_\_

SCOW DEPARTED DEWATERING SITE:

\_\_\_\_\_

SCOW ARRIVED PLACEMENT SITE:

\_\_\_\_\_

UNLOADING STARTED:

\_\_\_\_\_

UNLOADING COMPLETED:

\_\_\_\_\_

SCOW DEPARTED PLACEMENT SITE:

\_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Inspector Signature/Date

SECTION 01200 TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.	WORK COVERED BY CONTRACT PRICE:.....	1
2.	ORDER OF WORK: (Not Applicable for this project).....	2
3.	CHARACTER OF MATERIALS: .....	2
4.	SITE CONDITIONS:.....	3
5.	PERMITS:.....	3
6.	SUBMITTALS: .....	3
7.	PLANT:.....	3
8.	PLACEMENT OF DREDGED MATERIAL.....	4
9.	OVERDEPTH AND SIDE SLOPES:.....	7
10.	LIMIT OF DREDGING: .....	8
11.	REPORTING REQUIREMENTS: .....	8
12.	MEASUREMENT AND PAYMENT:.....	8
13.	BUOY REMOVAL: .....	10
14.	COORDINATION WITH THE U.S. COAST UARD.....	10

## TECHNICAL SPECIFICATIONS

1. **WORK COVERED BY CONTRACT PRICE:** The work consists of furnishing all plant, labor, materials and equipment, sampling/testing and performing all work in strict accordance with the specifications and drawings for the dredging of material from the Sequine Point Section of the Raritan Bay Reach of the New York and New Jersey Channels, Federal Navigation Project, its transportation, offloading, dewatering, processing, preparation of any specified upland disposal sites, and placement of the dredged material at an approved/permitted upland disposal site furnished by the contractor. The contractor will be solely responsible for coordination and compliance with the transportation, offloading, dewatering, processing and disposal site requirements.

Approximately 144,420 cubic yards of material, above the grade of 35 feet MLW plus a two (2) feet vertically applied overdepth are presently available at the Sequine Point Section of the Raritan Bay Reach of the New York and New Jersey Channels. This work is subject to the availability of funds.

Fifty (50) calendar days have been allowed to complete the entire contract work with the placement of dredged material at an approved/permitted upland disposal site(s) furnished by the contractor

The work is anticipated to be performed within the approximate time period of September 2004 to October 2004. .

### **a. Mobilization and Demobilization:**

- 1) Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, such as, transfer of the dredge and attendant plant and equipment to the site, preparation of processing and placement areas, preparation of required project signs (Section 00900 E), and/or incidentals in advance of this actual dredging. Demobilization shall include general preparation for transfer of plant to its home base, cleanup of dredging and disposal areas, and transfer of plant to its home base. All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and other marine and land equipment will be paid for at the contract lump sum price for this item. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization to the work site. The remaining forty percent (40%) will be included in the final payment for work under the contract. The cost of work other than mobilization and demobilization of the Contractor's dredging plant and equipment shall not be included in this item.

- 2) In the event the Contracting Officer and/or his Representative considers that the amount in this item (60%), which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer and/or his Representative may require the Contractor to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer and/or his Representative will result in payment of actual mobilization costs as determined by the Contracting Officer and/or his Representative, at the completion of mobilization and payment of the remainder of this item in the final payment under this contract. The determination of the Contracting Officer and/or his Representative is not subject to appeal.
- b. **Dredging, Transportation, Offloading, Dewatering, Processing and Placement of Dredged Material:** The contract price per cubic yard for dredging shall include the cost of removal, transportation, offloading, dewatering, processing, and placement of all materials at an approved/permitted, contractor-furnished upland disposal site, with the exception of ledge rock, large boulders, large rock fragments, wrecks, snags, stumps, and piles which cannot be removed or buried below project depth without blasting. Should ledge rock or other material which cannot be removed without blasting be encountered, the Contractor shall remove all overlying material which in the judgment of the Contracting Officer and/or his Representative can be removed and report the location. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed upon and approved in accordance with Contract Clause entitled: "DIFFERING SITE CONDITIONS" (FAR 52.236-2).
2. **ORDER OF WORK:** (NOT APPLICABLE FOR THIS PROJECT)
3. **CHARACTER OF MATERIALS:**
    - a. The material to be removed to gain the depth within the limits called for in these specifications and drawings is material which has shoaled in the area since it was dredged to authorized dimensions in 1997.
    - b. Results of grain size analyses performed on 7 samples collected within the project area in 2003 are averaged to be 18% sand, 49% silt and 33% clay.
    - c. Based on the 2003 testing data analysis the U.S. Army Engineer District, New York, it was determined that the dredged material from this project is not suitable for ocean disposal. Therefore, the dredged material will be transported, processed and placed at an approved/permitted upland disposal site furnished by the contractor.
    - d. The contractor will be solely responsible for coordinating and complying with all the processing requirements of identified disposal site. Disposal shall be in a fully

permitted facility that has been permitted by the host state to accept material as dredged under Work of this Contract, with beneficial reuse wherever possible. Dredging, dewatering and/or other processing (if any), offloading, transfer, transportation and material disposal shall be performed in accordance with applicable law and requirements of all associated permits and approvals and government authorities having jurisdiction.

4. **SITE CONDITIONS:** Bidders are expected to examine the site of the work, including the placement areas and decide for themselves the conditions affecting their operations prior to submitting their bids. Records of previous dredging operations are available at the U.S. Army Engineer District, New York, Operations Division, Support Branch, Technical Support Section, Room 1937, 26 Federal Plaza, New York, N.Y. 10278-0090. See Contract Clause entitled: "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK" (FAR 52.236-3).

**5. PERMITS :**

- a. The contractor is required to comply with the New York State Water Quality Certification for all dredging in the Federal Channel. This permit will be provided by the Government.
- b. The contractor shall obtain and possess all permits (as applicable), as required in accordance with Contract Clause entitled: "PERMITS AND RESPONSIBILITIES" (FAR 52.236-7), for dewatering and/or other processing (if any), the offload, transfer, transportation and final disposal of all dredged materials, and shall submit evidence of such permits and approvals to the Government. Disposal shall be in a fully permitted facility that has been permitted by the host state to accept material as dredged under work of this contract.**

6. **SUBMITTALS:** The Contractor shall submit for approval, by the Contracting Officer and/or his Representative, his progress schedule and plans for dredging, offloading, transportation, dewatering, processing, and placement of dredged material in approved upland disposal site, as specified in the Technical Proposal. The plan shall also show the manner in which dredged material will be distributed in the disposal area. The contractor shall submit any proposed modifications to the placement area. This plan shall show areas or portions thereof to be used. Such plans shall be provided by the contractor at the Preconstruction Conference (Section 00800 - Special Contract Requirements, paragraph 34). Nevertheless, such modification, if any, may not affect the bid price.

7. **PLANT:** The Contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall be in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications. The plant shall be subject to the inspection of the Contracting Officer and/or his Representative at all times. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer and/or his

Representative. The measure of the “capacity of the plant” shall be its actual performance on the work to which these specifications apply.

All hopper exits shall be kept in good condition to prevent leakage of material.

All scows must be kept in good condition, the coamings repaired and the pockets provided with proper doors or appliances to prevent leakage of material.

All pipelines for hydraulic dredging plant must be kept in good condition at all times and any leaks or breaks along their length shall be promptly repaired.

## **8. PLACEMENT OF DREDGED MATERIAL**

- a. **General:** The material dredged from the dredging site shall be disposed of at an approved/permitted contractor furnished placement site. After the bid opening and **within seventy (70) calendar days** from the date the Apparent low bidder is notified of being the low bidder, the Apparent Low Bidder must provide proof of approval including permits by the appropriate regulatory agencies of the dredged material for this contract for compatibility with the proposed Disposal Site, with their concurrence for material offloading, transportation, dewatering, processing and placement there. Any sampling and testing required for obtaining permits required for dredged material placement shall also be provided. The procedure used to obtain samples shall be detailed. These test results will be used by the Government as part of the request for a Water Quality Certificate for the dredging.
- b. The prime contractor is solely responsible for all financial, technical, and logistical coordination, which would allow dredged material to be offloaded, transported, dewatered, processed and placed at the disposal site.
- c. All floatable material excavated shall be disposed of at an existing approved upland disposal area. Should the Contractor encounter floatable material, a copy of a letter granting the permission of appropriate authorities to use an existing approved upland disposal area shall be submitted to the Contracting Officer and/or his representative.
- d. Any material that is deposited in areas, which were not intended to be used as disposal areas in this contract, will not be paid for and may be required to be removed and deposited at a location designated by the Contracting Officer or his representative at no additional expense to the Government.
- e. Placement of dredged material shall be subject to the following conditions:
  - 1) The material placed shall be free of debris.
  - 2) The Contractor shall be solely responsible for any damage caused by him to buildings, pavement, curbs, signs, lawns, bulkheads, beach grass, or any other property adjacent to the disposal areas, and shall be required to repair at his own expense any such damage caused during the performance of work under this

contract. Prior to the commencement of operations and after completion thereof, a joint inspection by representatives of the contractor, the Contracting Officer and local interests pertaining to the above will be made.

- 3) The area where filling operations are in progress shall be floodlighted during the hours of darkness. Illumination shall be provided by using portable light equipment such as model No.LDA I6 MTVE manufactured by ALLMAND BROS. INC. of HOLDREIRE, or approved equal. A minimum of 3-foot candles of illumination shall be maintained in the immediate vicinity of the pipe discharge.
  - 4) The contractor must comply with any special requirements set forth by the identified disposal site.
- f. **Quality Control:** The Contractor shall establish and maintain quality control for material dredging and placement at the contractor furnished upland disposal site to assure compliance with contract requirements, and maintain records of his quality control for all construction operations, including but not limited to the following:
- 1) Dredging, including suitability of dredged material.
  - 2) Dredged material processing, as necessary.
  - 3) Offloading , transportation and dewatering of the dredged material,
  - 4) Placement of dredged material, including continuity and order of placement; distribution of material in disposal site area.
  - 5) Any debris encountered during all stages of this project shall be removed and disposed of as directed.
- g. The placement operation is to be carried out in conformity with the requirements of all associated permits and approvals by government authorities having jurisdiction over the approved upland disposal site.
- h. The Contractor will have a "**NOTICE TO MARINERS**" published by the Coast Guard prior to start of work.
- i. Every vessel engaged in the transportation of dredged material of any description shall have its name or number and owner's name printed in letters and numbers, at least fourteen (14) inches high, distinctly legible at all times, and no scow or boat, not so marked, shall be used to transport or place any such material.
- j. **Disposal Plan:** The Contractor shall submit for approval his disposal plan at the Preconstruction Conference (Section 00800 - Special Contract Requirements). The disposal plan shall include all special conditions (i.e., CZM and WQC, etc. from the host state) specific to the disposal site being used, contractor access to the site, locations and cross-section of existing and proposed dikes, maximum elevations and quantities of

disposal material for the site, drainage structure locations, manner in which the dredged material will be distributed in the area, beach planting scheme, etc. Plan also shall include any dewatering and/or processing of the dredged material that may be required before material will be brought to the disposal site for final disposal. Approval of the disposal plan by the Contracting Officer or his representative is required prior to disposal site(s) preparation. **The Contractor shall conduct his work in accordance with the Disposal Plan, however, approval of the plan for development of the disposal area does not in any manner relieve the Contractor of his responsibility for the adequacy of the design and construction and drainage facilities required.** In addition, the Contractor shall also submit at the pre-construction meeting, his plan for road crossings of the discharge pipeline. The contractor shall be responsible for securing the appropriate permits for any road crossings of discharge pipeline or similar activities and may not begin work until such permits are received from the appropriate agencies.

- k. **Pre-Construction Site Visit:** Prior to actual construction of the placement site, the Contractor and the Contracting Officer and/or his representatives shall visit the site(s) for the purpose of delineating areas of avoidance (cultural resource and/or wetland concerns).
- l. **Construction/Maintenance of Containment Structure:** The Contractor shall construct all retaining dikes, waste weirs and drainage structures as are necessary for confining the dredged material and for controlling disposal area effluent until acceptance of all work under the contract.
- m. **Protection of Structures and Adjacent Areas:** The contractor shall be responsible for the maintenance, repair and stability of all dikes, roads and structures, used by him under the contract. The Contractor shall restore all dikes, roads, and areas he disturbs through his operations to a satisfactory condition, as approved by the Contracting Officer or his representative, at no additional cost to the Government.
- n. **Inspection of Structures and Adjacent Areas:** The Contractor shall inspect all dikes, roads, waste weirs in adjacent areas utilized during this operation on a daily basis to assure their safety and stability. The Contractor shall include these inspections in his daily quality control report. The inspection shall include but not be limited to structures, equipment, safety, security, drainage and seepage.
- o. **Reporting Requirements:** The Contractor shall maintain a daily written record of all disposal site operations. This requirement shall be made a part of the Contractor's Quality Control Plan and each record shall be included in the Contractor's Quality Control Report.
- p. **Retaining Embankment Material and Construction:** Material used to build retaining embankment(s) shall be approved for use in this application and be taken from inside the disposal area, except where otherwise specified or directed by the Contracting Officer or his representative. The height of containment area structure(s) shall be determined by the Contractor. The borrowing of material from outside the disposal area limits shown on the drawings shall not be permitted unless approved by the Contracting Officer.

- q. **Protection of Areas Adjacent to Containment Structures:** The contractor shall take all precautions which in the opinion of the Contracting Officer or his representative may be necessary to prevent the escape of material through the weirs, embankments and bulkheads or otherwise into navigable waters or onto adjacent uplands or wetland area. No mechanical equipment shall be allowed in any wetland area unless specific approval is given by the Contracting Officer or his representative.
- r. **Drainage:** Development of the disposal site shall be done so as to prevent obstruction of drainage on upland areas adjacent thereto, and to leave free, clear and unobstructed outfalls of sewers, drainage ditches, and other structures affected by the disposal operations.
- s. **Containment Structure Restoration:** The Contractor shall restore any feature of the containment structures as required to prevent the escape of dredged material from the disposal site on to adjacent areas.
- t. **Physical Features Outside of Containment Structure:** The contractor shall be solely responsible for all dikes, roads, pavements, curbs, signs, lawns, bulkheads or any other property or area he disturbs during his performance of the work under this contract. The Contractor shall be required to repair any such damage at his own expense and to the satisfaction of the Contracting Officer or his representative.
- u. **Control of Disposal Area Effluent:** The contractor shall monitor and control disposal area conditions and disposal effluent quality as prescribed in these specifications. The Contractor's Quality Control Plan shall identify monitoring requirements and measures, which will be taken to control disposal area conditions to insure effluent quality meets the requirements identified in all applicable laws and requirements of all associated permits and approvals and government authorities having jurisdiction.
- v. **Water Quality Certification:** The contractor shall comply with all requirements identified in the New York State Water Quality Certificates including all special conditions for dredging of material from the Federal Channel. A copy of the Water Quality Certificates for channel dredging will be provided at the Pre-Construction Conference. **Dredging, dewatering and/or other processing (if any), offloading, transportation and material disposal shall be performed in accordance with all applicable laws and requirements of all associated permits and approvals and government authorities having jurisdiction.**
- w. **Removal of Containment Area Structures:** Structures (i.e., weirs, pipeline, etc.) installed by the Contractor for use in his disposal operations shall be removed and the contractor shall repair and stabilize all areas affected by the removal of these structures as approved by the Contracting Officer.

## 9. OVERDEPTH AND SIDE SLOPES:

- a. **Overdepth:** To cover inaccuracies of the dredging process, material actually removed from within the specified area to be dredged, to a depth of not more than

two (2) feet immediately below the required dredging area, will be calculated and paid for at the contract price.

- b. **Side and End Slopes** presented by the material actually removed, within limits specified herein, to provide for final side slopes not flatter than 1 vertical on 3 horizontal, but not in excess of the amount originally lying above this limiting side slope will be calculated and paid for at the contract price. Dredging in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut will be acceptable.
- c. **Excessive Dredging:** Material taken from beyond the limits of the acceptance cross-sections plus allowable overdepth will be deducted from the total amount dredged as excessive dredging for which payment will not be made. Nothing herein shall be construed to prevent payment for removal of shoals performed in accordance with the applicable provisions of Section-00800 - Special Contract Requirements, paragraphs entitled: "FINAL EXAMINATION AND ACCEPTANCE" OR entitled "SHOALING."

**10. LIMIT OF DREDGING:** The area to be dredged is the area of the channel within the sections indicated on the drawings and specified in Section 00800 - Special Contract Requirements, paragraph entitled: "FINAL EXAMINATION AND ACCEPTANCE," as defined by the dredging prism indicated in Section 01200, paragraphs entitled: "OVERDEPTH AND SIDE SLOPES" and "MEASUREMENT AND PAYMENT."

**11. REPORTING REQUIREMENTS:** The Contractor shall prepare and maintain a Daily Report of Operations form, Quality Control Report form, and Transportation and Placement Log and furnish signed copies thereof to the Contracting Officer's representative. Copies of the forms prescribed for recording the required information are attached (see Section 00900 - List of Documents, Exhibits and Other Attachments - attachments C, I and J). Further instructions on the preparation and submittal of the reports will be furnished at the Preconstruction Conference.

**12. MEASUREMENT AND PAYMENT:**

- a. **Mobilization and Demobilization** (Bid item No.1): See Section 01200, paragraph 1.a. entitled: "MOBILIZATION AND DEMOBILIZATION."
- b. **Dredging:** The total amount of material removed and paid for under the contract will be measured by the cubic yard in place. Measurement of the number of cubic yards in place will be made by computing the volume between the bottom surface shown by soundings of the last survey made before dredging and the bottom surface shown by soundings of a survey made as soon as practicable after the entire work specified has been completed. The volume for measurement shall include the material within the limits of the overdepth, side slopes described in Section 01200, paragraph 9 entitled: "Overdepth and Side Slopes," less any deductions that may be required for misplaced material described in Section 01200, paragraph 8 entitled: "Placement of Dredged Material" and/or excessive

dredging described in Section 01200, Paragraph 9.c. entitled: "Excessive Dredging." The contract price will not be affected by the way the payment to any subcontractor for dredged material processing and disposal will be conducted.

- c. **The maps and/or drawings** (Section 00800 - Special Contract Requirements, paragraph 5 entitled: "CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS") accurately represent the conditions existing on March 2002. The soundings shown on the contract drawings were taken with a portable electronic depth recorder with a transducer frequency of 200 kHz. New soundings will be taken generally two weeks prior to dredging. Soundings after dredging will be made by an electronic depth recorder with a transducer frequency of 200 kHz or may be made using a multi-beam surveying system. After-dredging surveys will be completed generally within five days of completion of a section or the project. Determination of quantities removed to determine in-place quantities to be paid in the area specified, after having once made, will not be reopened, except on evidence of collusion, fraud, or obvious error. Computations for payment purposes will generally be made by the Corps of Engineers utilizing the Triangulated Irregular Network (TIN) method or Average End Area method.
- d. **Shoaling** in the areas to be dredged **is not** at a rapid rate from existing depths. The unit price for dredging based on the above method of computation of the quantity for which payment is to be made shall include the Contractor's evaluation of shoaling, changes in the regimen of the waterway, or changes caused by the Contractor's operations that may occur during the period between the survey before dredging and the survey for acceptance of the work.
- e. **Scows and Hopper Dredges:** Where scows or hopper dredges are used in performance of work and where the Contractor maintains load or measuring devices on such scows or hopper dredges, copies of all recorded measurements made in connection with the work shall be furnished to the Contracting Officer and/or his Representative. If as the work progresses the Contractor determines that a significant difference exists between the recorded bin or scow quantities and the survey quantities computed from the check surveys described in Section 01200, paragraph f below, he shall immediately notify the Contracting Officer and/or his Representative of any such discrepancies. Such notification shall include a description of the Contractor's methods of measuring scow or bin quantities, certification of measuring techniques, documentation of material sampling and methods used to convert bin or scow measurements to in-place density.

**It is emphasized that bin or scow measurements shall not be used as a basis for partial or final payment.**

- f. **Monthly Partial payments** will be based on approximate quantities determined by soundings or sweepings taken behind the dredge by the Contractor. The contractor's soundings are to be used for partial payments only and will not form

a basis for the acceptance of the work (see Section 00800 - Special Contract Requirements, paragraph 36 entitled: "QUANTITY SURVEYS").

- g. The Contractor must inform the Government, in writing, within three calendar days of completing a section as specified on the contract drawings and under paragraph "1. WORK COVERED BY THE CONTRACT PRICE:" The section will be examined and accepted in accordance with Section 00800 - Special Contract Requirements, paragraph 18 entitled: "FINAL EXAMINATION AND ACCEPTANCE" within a fair and reasonable time. Once the Contracting Officer or his representative accepts a section, the Contractor will be relieved of all responsibility for said section.

### **13. BUOY REMOVAL:**

The Contractor shall notify the Coast Guard at least 15 days prior to the date desired for having buoys, which interfere with dredging operations removed or relocated. Requests shall be made in writing to:

COMMANDER (OAN)  
FIRST COAST GUARD DISTRICT  
408 ATLANTIC AVENUE  
BOSTON, MASS. 02110

or by telephoning (617) 223-8337.

### **14. COORDINATION WITH THE U.S. COAST GUARD**

The United States Coast Guard, Captain of the Port of New York will be notified 30 days prior to the start of work in the federal channel. The USCG will need the hours that the contractor intends to work, a description of the work vessels on site, the VHF radio channels the vessels will be monitoring and a company point of contact for the contractor for 24 hours a day.

The contractor will ensure public notification via the Local Notice to Mariners within 15 days prior to commencement of dredging. Information can be faxed to (617) 223-8073.

The contractor will coordinate vessel traffic and marine events with the New York Coast Guard office. The New York Coast Guard Office contact information is as follows:

Contact: Vessel Traffic Service Branch  
United States Coast Guard Activities, NY  
212 Coast Guard Drive  
Staten Island, NY 10305

Phone: (718)354-4197  
Fax (718)354-4190

SECTION 01351

SAFETY

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
1.	SAFETY:.....	1
2.	SAFETY MEETING:.....	1
3.	ACCIDENT PREVENTION PROGRAM:.....	1
4.	HAZARD ANALYSES:.....	1
5.	ACCIDENT PREVENTION PLAN:.....	2
6.	PROJECT SAFETY OFFICER:.....	4
7.	ACCIDENT REPORTS:.....	4
8.	MONTHLY EXPOSURE REPORTS:.....	4
9.	CLEAN-UP:.....	4
10.	SUPPLEMENTAL TO SAFETY MANUAL:.....	5
11.	CONTRACTOR SAFETY MEETINGS AND DOCUMENTATION:.....	7
12.	CONTRACTOR PERFORMANCE APPRAISAL:.....	7

## SECTION 01351

### SAFETY

**1. SAFETY:** Provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1, dated 3 November 2003 will be applied to all work under this contract. The reference manual may be obtained from the Contracting Officer's Representative (COR), at the job site or via the internet at [www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm](http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm).

**2. SAFETY MEETING:** The contractor will meet with representatives of the COR to discuss and develop a mutual understanding relative to the administration of the overall safety program. The time and place of the Safety Meeting will be determined at the Preconstruction Conference (Section 00800-34).

**3. ACCIDENT PREVENTION PROGRAM:** **Four (4) copies of the contractor's Accident Prevention Plan shall be submitted at the Preconstruction Conference for review and acceptance by the COR.** The Accident Prevention Plan will be reviewed at the Safety Meeting, prior to the start of work. The accident prevention program shall be prepared in the format outlined in Appendix A of EM 385-1-1, "Minimum Basic Requirements for Accident Prevention Plan" (a portion of this Appendix is provided as Attachment H in Section 00900), as per Contract Clause 52.236.13 "Accident Prevention (Nov 1991)." No work shall commence until the Accident Prevention Plan is accepted by the COR.

**4. HAZARD ANALYSES:**

Job hazard analyses containing all the information as required by figure 1-1, EM 385-1-1 (figure 01351-1.) shall be fully completed and signed by an Officer of the company and shall be included in the Accident Prevention Plan. The job hazard analyses will be reviewed for adequacy at least monthly by the contractor and noted as such on the Contractor's Quality Control Report.

ACTIVITY HAZARD ANALYSIS

ACTIVITY: \_\_\_\_\_ ANALYZED BY/DATE: \_\_\_\_\_

PRINCIPAL STEPS	POTENTIAL SAFETY/HEALTH HAZARDS	RECOMMENDED CONTROLS
<i>Identify the principal steps involved and the sequence of work activities</i>	<i>Analyze each principal step for potential hazards</i>	<i>Develop specific controls for each potential hazard</i>
EQUIPMENT TO BE USED	INSPECTION REQUIREMENTS	TRAINING REQUIREMENTS
<i>List equipment to be used in the work activity</i>	<i>List inspection requirements for the work activity</i>	<i>List training requirements, including hazard communication</i>

Figure 01351-1. EM 385-1-1, figure 1-1.

5. **ACCIDENT PREVENTION PLAN:** In addition to those items contained in EM 385-1-1, Appendix A, the following items will be included in the accident prevention plan:

- a. **Hard Hat Area.** A statement that the jobsite is classified a “hard hat” area from start to finish.
- b. **Sanitation and Medical Requirements.** Estimate the greatest number of employees, supervisors, etc., to be working at peak construction period, including subcontractor personnel. Include sanitation requirements and medical facilities identified for the job site. Note: When a medical facility or physician is not accessible within five minutes of an injury to a group of two or more employees for the treatment of injuries, at least two or more employees on each shift shall be qualified to administer first aid and CPR.
- c. **Equipment Inspection.** Describe the type of inspection program on cranes, trucks, and other types of construction equipment the Contractor plans to implement. Include who will be responsible for the inspection and how the Contractor will control equipment of sub-contractors and equipment brought to the site by rental companies. Describe the types of records to be kept. Indicate that copies of records of all equipment inspections will be kept at the job site for review by the designated authority.
- d. **Crane & Derrick Operators.** All floating cranes and floating derricks may only be operated by qualified operators. Written proof of qualification for all crane and derrick operators shall be in accordance with EM 385-1-1, section 16.C.04 and shall include any certificates and/or dates of examination, shall be specific to each operator, and shall be signed by the qualifying source. The qualifying source may be

an independent testing and qualifying company, a union, a government agency, a state or city licensing agency, a qualified consultant, etc. **THE CONTRACTOR WILL PROVIDE COPIES OF THE CRANE OPERATOR'S QUALIFICATIONS TO THE CONTRACTING OFFICER OR HIS REPRESENTATIVE AT THE PRECONSTRUCTION MEETING.**

**e. Contractor Diving Operations.**

1) Diving contractors and/or subcontractors shall submit a safe practices manual that includes the requirements of EM 385-1-1, Section 30.A.11 (1) through (5) to the COR and Command Dive Coordinator (CDC) for review and acceptance at the Safety Meeting or at least fifteen (15) days prior to the commencement of dive operations.

2) A dive operations plan in accordance with EM 385-1-1, section 30.A.13 a. (1) through (11) shall be developed and implemented by the diving contractor for each dive. The plan shall be submitted to the COR for review and acceptance prior to commencing the dive. Written acceptance in the form of a memorandum or electronic mail from the COR is required for diving operations to commence.

**f. Lifting Operations Involving Single Point Mooring Buoys and Pipeline.**

1) Operations involving the lifting and subsequent transfer of anchors to single point mooring buoys (e.g. scots buoy, pump-out buoy, mono-buoy, etc.) and setting, retrieving, and moving of pipeline shall require submittal of a critical lift plan. The critical lift plan shall include or specify the following:

- a. the crane or derrick operator, lift supervisor and rigger and their qualifications.
- b. the exact size and weight of the load to be lifted and all crane or derrick rigging components, including the anchor chain, sand loading of pipeline, which adds to the weight.
- c. the lift geometry and procedures including the crane position, height of the lift; the load radius, and the boom length and angle for the entire range of the lift;
- d. a rigging plan showing the lift points and describes rigging procedures and hardware requirements;
- e. a description of the operating base (platform) condition and any potential list;
- f. environmental conditions under which the lift operations are to be stopped; and,
- g.coordination and communication requirements

2) The New York Safety Office Critical Lift Plan shall be completed by the contractor, signed by an officer of the company, and submitted to the Contracting Officer's Representative (COR) for acceptance prior to the lift.

3) Hanging anchors from single point mooring buoys shall not be permitted in any case unless written certification by a registered Professional Engineer (P.E.) is provided to the COR certifying that the design loading ability of the buoy topside, under-deck structure, and deck cleats are engineered to safely handle such loads.

4) All buoy mechanical systems (e.g. windlasses) shall be maintained in working order throughout the duration of the contract.

**6. PROJECT SAFETY OFFICER:** The Contractor will designate an employee as Site Safety Officer who is responsible for implementing and enforcing the Accident Prevention Plan. The site safety officer shall have the authority to suspend operational activities if the health and safety of personnel are endangered, and to suspend an individual from operational activities for infractions of the Accident Prevention Plan. The Contractor will submit a resume of the site safety officer outlining their training and experience specific to construction safety and occupational health for acceptance by the COR prior to the start of work. The Site Safety Officer shall have completed a 40-hour OSHA compliance-based construction safety training course.

**7. ACCIDENT REPORTS:** The contractor shall immediately report all accidents by telephone to the COR.

- a. The Contractor will provide an initial written report of the accident to the COR within 24 hours. The Contractor shall complete and submit ENG Form 3394 for all accidents involving lost work time, medical treatment, and/or property damage in excess of \$2,000.00 within 48 hours of the accident.
- b. Daily records of all first aid treatment not otherwise reported shall be maintained at the job site and furnished to the designated authority upon request. Records shall also be maintained of all exposure and accident experience incidental to the work (OSHA Form 200 or equivalent as prescribed by 29 CFR 1904).
- c. The Contractor will maintain and provide the designated authority access to the project's Workers Compensation Claims Report that details the compensable accidents experienced on the project by the Contractor and Subcontractor.

**8. MONTHLY EXPOSURE REPORTS:** The Contractor shall submit to the COR no later than the first day of each month, a compilation of man-hours worked each month by the prime contractor and each subcontractor.

**9. CLEAN-UP:** The Contractor's Accident Prevention Plan shall identify the individual's responsible for cleanup and shall establish a housekeeping procedures and schedules. If the

COR determines that cleanup is not being performed satisfactorily, the Contractor shall establish a work crew to perform the continuous cleanup required by the contract clause titled: CLEANING UP. The individual(s) appointed to the work crew to perform continuous cleanup shall not perform any other duties under this contract, unless approved by the COR. The number of individuals appointed to the cleanup work crew shall be increased as directed by the COR until adequate cleanup is maintained.

**10. SUPPLEMENTAL TO SAFETY MANUAL:** To supplement and emphasize the requirements of EM 385-1-1, the following is provided and shall be met as applicable.

a. **Electrical Work:** Electrical work shall not be performed on or near energized lines or equipment unless specified in the plans and specifications.

- 1) Upon request by the Contractor, arrangements will be made for de-energizing lines and equipment so that work may be performed. All outages shall be requested through the COR a minimum of 14 days, unless otherwise specified, prior to the beginning of the specified outages. Dates and duration will be specified.
- 2) Upon approval of the COR, the following work may be performed with the lines energized using certified hot line equipment on lines above 700 volts, when the following conditions have been met.
  - a. Work below the conductors no closer than the clearance required in EM 385-1-1 from the energized conductors.
  - b. Setting and connection of new pre-trimmed poles in energized lines which do not replace an existing pole.
  - c. setting and removing transformers or other equipment on poles.
  - d. Installation or removal of hot line connectors, jumpers, dead-end insulators for temporary isolation, etc., which are accomplished with hot line equipment from an insulated bucket truck.
- 3) The Contractor shall submit a plan, in writing, describing his/her method of operation and the equipment to be used on energized lines. Proper certification from an approved source of the safe condition of all tools and equipment will be provided with the plan. The work will be planned and scheduled so that proper supervision is maintained. Emergency procedures for disconnecting power in the event of an accident will be outlined in the plan. The Contractor will review his/per plan with the COR prior to being granted permission to perform the work.
- 4) No work on lines greater than 600 volts will be performed from the pole or without the use of an insulated bucket truck.

- 5) No work will be done on overbuilt lines while underbuilt lines are energized, except for temporary isolation and switching.
- b. **Electrical Tools:** Hand held electrical tools shall be used only on circuits protected by ground fault circuit interrupters for protection of personnel.
  - c. **Electrical Cords:** All general use extension cords shall be hard usage or extra hard usage as specified in Table 11-1 of EM 385-1-1.
  - d. **Temporary Electrical Systems:** Temporary electrical distribution systems and devices shall be checked and found acceptable for polarity, ground continuity, and ground resistance before initial use and after modification. GFI outlets shall be installed and tested with a GFI circuit tester (tripping device) prior to use. Portable and vehicle mounted generators shall be inspected for compliance with EM 385-1-1 and NFPA 70.
  - e. **Rollover Protective Structures (ROPS):** Seat belts and ROPS shall be installed on all construction equipment as required by paragraph 16.B.12 of EM 385-1-1. The operating authority will furnish proof from the manufacturer or licensed engineer that ROPS meets the applicable SAE standards cited in EM 385-1-1, pg. 257.
  - f. **Elevating Work Platforms:** All elevating work platforms shall be designed, constructed, maintained, used, and operated in accordance with ANSI A92.3, ANSI A92.6, ANSI A92.5 and EM 385-1-1, Sections 22.J and 16.A. Only personnel trained in the use of elevating work platforms shall be authorized to use them. A list will be maintained by the contractor of all authorized users at the job site. The list will be updated as necessary and available for review on site by the designated authority.
  - g. **Fall Protection:** Fall protection in the form of standard guardrails, nets, or personal fall arrest systems will be provided for all work conducted over 6 feet in height. The contractor will submit his/her proposed method of fall protection to the COR as part of the Job Hazard Analysis for acceptance. If the contractor deems that conventional fall protection has described above is not feasible for a particular job, or phase of a job, the Contractor will state in writing the reasons that conventional fall protection cannot be used and provide alternative safety measures for review and acceptance by the COR.
  - h. **Excavations:** All open excavations made in the earth's surface four (4) foot or greater will be under the supervision of a competent person trained in, and knowledgeable about, soils analysis, the use of protective systems, and the requirements of OSHA 29 CFR 1926, Subpart P and EM 385-1-1, Section 25. The competent person shall be designated in writing by the Contractor and a resume of their training and experience submitted to the COR for acceptance.
    - 1) Excavations hazards and methods for their control will be specified in the job hazard analyses.

- 2) Sloping and benching: The design of sloping and benching shall be selected from and in accordance with written tabulated data, such as charts and tables. At least one copy of the tabulated data will be maintained at the job site.
- i. **Support Systems:** shall be in accordance with one of the systems outlined in 1 through 3 below:
    - 1) Designs drawn from manufacturer's specifications shall be in accordance with all specifications, limitations, and recommendations issued or made by the manufacturer. A copy of the manufacture's specifications, recommendations, and limitations will be in written form and maintained at the job site.
    - 2) For design selected from and in accordance with tabulated data (such as tables and charts), at least one copy of the design shall be maintained at the job site during excavation.
    - 3) For systems designed by a registered Professional Engineer. At least one copy of the design shall be maintained at the job site during excavation.
  - j. For excavations greater than 20 feet deep, sloping and benching or support systems shall be designed by a registered Professional Engineer. **At least one copy of the plans and specifications shall be maintained at the job site during excavation.** The contractor will ensure that the registered Professional Engineer is working within a discipline applicable to the excavation work; i.e. it would be inappropriate for an electrical engineer to approve shoring designed for an excavation.
  - k. **Confined Space:** Entry into and work in a confined space will not be allowed when oxygen readings are less than 19.5% or greater than 23.5% or if the lower explosive limit (LEL) readings is greater than 10%, unless these conditions are adequately addressed in the confined space entry plan. In addition, action levels for toxic atmospheres shall be determined and any other known or potential hazards eliminated prior to entry.
  - l. **Language:** For each group that has employees that do not speak English, the Contractor will provide a bilingual foreman that is fluent in the language of the workers. The contractor will implement the requirements of EM 385-1-1, 01.B through these foremen.

## 11. CONTRACTOR SAFETY MEETINGS AND DOCUMENTATION:

Contractor shall conduct and document safety meetings among its personnel as required by EM 385-1-1 and as indicated herein. Monthly meetings shall be held among all supervisors, and weekly meetings shall be conducted by supervisors or foreman for all workers. The agenda of the meeting shall include specific safety items pertinent to work being performed. Documentation shall include a summary of items discussed as well as other items required by the EM 385-1-1. Documentation shall be submitted to the Government monthly.

## 12. CONTRACTOR PERFORMANCE APPRAISAL:

The occurrence of accidents and near misses due to negligence are strong indications that there has been insufficient emphasis on effective implementation and/or commitment to the accident prevention program. Should it become obvious that proper emphasis is not being given to safety, an interim unsatisfactory performance appraisal rating will be issued. If safety continues to be unsatisfactory or marginal, the unsatisfactory rating will become final. The contractor should be aware that this appraisal will be stored in a national computer database which can be accessed by a multitude of agencies or municipalities desiring information on prospective contractors. An unsatisfactory rating in this database may affect the contractor's ability to obtain future Government work.

SECTION 01355

ENVIRONMENTAL PROTECTION

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.	SCOPE .....	1
2.	QUALITY CONTROL .....	1
3.	PERMITS OBTAINED BY CORPS OF ENGINEERS.....	1
4.	SUBMITTALS .....	1
5.	SUBCONTRACTORS .....	3
6.	NOTIFICATION .....	3
7.	PROTECTION OF ENVIRONMENTAL RESOURCES.....	3
8.	POST CONSTRUCTION CLEAN UP... ..	7
9.	RESTORATION OF LANDSCAPE DAMAGE.....	7
10.	MAINTENANCE OF POLLUTION CONTROL FACILITIES .....	8
11.	TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL .....	8
12.	PAYMENT .....	8

## **SECTION 01355**

### **ENVIRONMENTAL PROTECTION**

#### **1. SCOPE**

This section covers prevention of environmental pollution and damage as the result of construction operations under this contract and for those measures set forth in other technical provisions of these specifications. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetic, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

#### **2. QUALITY CONTROL**

The Contractor shall establish and maintain quality control for environmental protection of all items set forth therein. The Contractor shall record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken and submit these reports as part of the daily reports required in Section 01200.

#### **3. PERMITS OBTAINED BY THE CORPS OF ENGINEERS**

The Contractor shall comply with all requirements under the terms and conditions set out in the Water Quality Certificates in Section 00900, Attachment D.

#### **4. SUBMITTALS**

The Contractor shall submit an environmental protection plan in accordance with provisions as herein specified.

##### **4.1 Environmental Protection Plan**

a. Prior to commencement of the work, the Contractor shall submit to the Contracting Officer for approval his proposed environmental protection plan. This shall be followed by a meeting with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan for environmental protection will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants.

b. Hopper Dredge Basket or Screens

Drawings showing the design and method of fabrication of the basket or screen used for hopper dredging shall be submitted for approval prior to the commencement of dredging activities.

c. Environmental Protection Plan shall include but not limited to the following:

- (1) A list of Federal, State and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations and permits.
- (2) Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological and cultural resources.
- (3) Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the environmental protection plan.
- (4) Permit or license for, and the location of, the solid waste disposal area.
- (5) Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- (6) Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
- (7) Traffic control plan.
- (8) Methods of protecting surface and ground water during construction activities.
- (9) Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.
- (10) Plan of borrow area.

## **4.2 Implementation**

After receipt of Notice to Proceed, the Contractor shall, within five (5) days, submit in writing the above Environmental Protection Plan and meet with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures.

## **5. SUBCONTRACTORS**

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

## **6. NOTIFICATION**

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State or local laws or regulations, permits and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. 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 has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

## **7. PROTECTION OF ENVIRONMENTAL RESOURCES**

### **7.1 General**

The Contractor shall at all times perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the work area which in the opinion of the Contracting Officer, are critical to fish and wildlife. The Contractor shall anticipate orders to stop work at the discretion of the Contracting Officer if any fish or wildlife are endangered by construction activities. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs.

### **7.2 Protection of Land Resources**

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor

shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

### **7.3 Work Area Limits**

Prior to any construction the Contractor shall mark the areas that are required to accomplish all work to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and protecting all necessary objects. Jobsite fencing shall be provided around work areas.

#### **7.3.1 Protection of Landscape**

Trees, shrubs, vines, grasses, land forms and other landscape features shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

#### **7.3.2 Reduction of Exposure of Unprotected Erodible Soils.**

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.

#### **7.3.3 Temporary Protection of Disturbed Areas**

Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to:

Retardation and control of runoff. Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and/or berms to retard and divert runoff to protected drainage courses, and any measures required by area-wide plans approved under paragraph 208 of the Clean Water Act.

#### **7.3.4 Erosion and Sediment Control Devices**

The contractor shall construct or install all temporary and permanent erosion and sediment control features as indicated on the drawings. Temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basins, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

#### **7.3.5 Temporary Excavations and Embankments**

Temporary excavations and embankments for plant or work areas shall be controlled to protect adjacent areas from dispoilment.

### **7.3.6 Disposal of Solid Wastes**

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

### **7.3.7 Disposal of Chemical Waste**

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State and local regulations.

### **7.3.8 Disposal of Discarded Materials**

Discarded materials other than those which can be included in the solid waste category will be handled as directed by the Contracting Officer.

## **7.4 Preservation and Recovery of Archaeological Resources**

If, during construction activities, the Contractor observes unusual items that might have historical, archaeological or cultural value, such observations shall be reported as soon as practical to the Contracting Officer. No work will be conducted in the vicinity of the discovery until authorized by the Contracting Officer.

## **7.5 Protection of Water Resources**

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this contract.

### **7.5.1 Monitoring of Water Areas Affected by Construction Activities**

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

## **7.6 Protection of Fish and Wildlife Resources**

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. Species that require specific attention along with measures for their protection will be listed by the Contractor prior to beginning of construction operations.

## **7.7 Protection of Air Resources**

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the State of New Jersey and State of New York rules or regulations and all Federal emission and performance laws and standards. Ambient air quality standards set by the Environmental Protection Agency shall be maintained for these construction operations and activities specified in this section. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

### **7.7.1 Particulates**

Dust particles from all construction activities, processing and preparation of materials shall be controlled at all times, including weekends, holidays and hours when work is not in progress.

#### **7.7.1.1 Particulates Control**

The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in paragraph 7.7 above to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulates control shall be performed as the work proceeds and whenever a particulates nuisance or hazard occurs.

### **7.7.2 Hydrocarbons and Carbon Monoxide**

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

### **7.7.3 Odors**

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

### **7.7.4 Monitoring of Air Quality**

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

**7.8 Protection of Sound Intrusions**

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise. The Contractor shall use methods and devices to control noise emitted by equipment to sound levels as given in the following table:

**PERMISSIBLE NON-DOD NOISE EXPOSURES**

Duration per day, hours	Sound level dB(A) slow response
8 . . . . .	90
6 . . . . .	92
4 . . . . .	95
3 . . . . .	97
2 . . . . .	100
1 1/2 . . . . .	102
1 . . . . .	105
1/2 . . . . .	110
1/4 . . . . .	115

When the daily noise exposure is composed of two or more periods of noise exposure of different levels, their combined effects should be considered rather than the individual effect of each. Exposure to different levels for various periods of time shall be computed according to the following formula:

$$Fe = T1/L1 + ..... + Tn/Ln \quad \text{where;}$$

Fe = Equivalent noise exposure factor

T() = The period of noise exposure at any contest level (in hours) L() = The duration of the noise exposure at the constant level from Table I

If Fe exceeds one(1), hearing protection is required.

**8. POST CONSTRUCTION CLEAN UP**

The Contractor shall clean up areas used for construction.

**9. RESTORATION OF LANDSCAPE DAMAGE**

The Contractor shall restore all landscape features damaged or destroyed during construction operations inside or outside the limits of the approved work areas. Beach grass and other natural resources inside the work area will have to be replaced if disturbed. Such restoration shall be in accordance with the plan submitted for the

Contracting Officer's approval. This work will be accomplished at the Contractor's expense.

#### **10. MAINTENANCE OF POLLUTION CONTROL FACILITIES**

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

#### **11. TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL**

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

#### **12. PAYMENT**

No separate payment or direct payment will be made for the cost of the work covered under this section, and such work will be considered as a subsidiary obligation of the Contractor.

**- End of Section -**

SECTION 01451

INSPECTION AND ACCEPTANCE

CONTRACTOR QUALITY CONTROL

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.	GENERAL. ....	1
2.	PRECONSTRUCTION CONFERENCE. ....	1
3.	SUBMITTALS ....	1
4.	QUALITY CONTROL (QC) PROGRAM ....	3
5.	COMPLETION ....	3
6.	QUALITY CONTROL (QC) DOCUMENTATION ....	4
7.	MEASUREMENT AND PAYMENT ....	4

## SECTION 01451

### INSPECTION AND ACCEPTANCE

#### CONTRACTOR QUALITY CONTROL

**1. GENERAL.** The contractor shall establish and maintain an effective quality control (QC) program in compliance with contract clause: “INSPECTION OF CONSTRUCTION” (FAR 52.246-12). The burden of contract compliance is placed on the Contractor and not assumed by the Government. The Contractor’s QC program will not be accepted without question and the right to inspect or verify at any time is reserved by the Government.

**2. PRECONSTRUCTION CONFERENCE.** As soon as practicable, before the start of dredging, the Contractor shall meet with the Contracting Officer or the Contracting Officer Representative to discuss its QC program as well as other administrative matters for the contract work. During the meeting, a mutual understanding of the program details shall be developed, including the forms for recording the QC operations, inspections, testing (if required), administration of the program, and the interrelationship of the Contractor and Government control and surveillance. Minutes of the meeting shall be prepared, signed by both the Contractor and the Contracting Officer or Contracting Officer’s Representative and shall become part of the contract file.

#### 3. SUBMITTALS

a. **Quality Control Plan.** Prior to the start of dredging, the Contractor shall furnish his QC plan to the Contracting Officer or Contracting Officer's Representative for acceptance. Contract operations will be permitted to begin only after acceptance of the QC plan. The QC plan the Contractor proposes to implement shall include, as a minimum, the following:

- 1) A description of the quality management organization.
- 2) The number, classifications, qualifications, duties, responsibilities and authorities of personnel. A copy of the letter signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the system manager shall be furnished.
- 3) Procedures for testing placement area effluent (if required), and any other required samples.
- 4) QC activities to be performed, including those of subcontractors if used to accomplish the work.

- 5) Compliance inspections recorded on the Construction Quality Control Report and the Dredging Report, samples of which are attached.
  - 6) After acceptance of the QC plan, the Contractor shall notify the Contracting Officer or Contracting Officer's Representative in writing of any proposed change to his QC program. At any time it is determined that the QC program is not providing dredging operations which conform to contract requirements, actions shall be taken by the Contractor to correct the deficient management.
- b. **Other Submittals.** Procedures for purchasing materials and equipment, subcontracting, and processing reports, samples and other submittals shall be developed. The procedures shall include the establishment of responsibilities to assure at each level adequate review and approval, timely delivery including verification procedures, and proper storage.
  - c. **Quality Assurance.** Action shall be taken to ensure that only materials and equipment which comply with contract requirements are purchased and delivered to the job site, unless specific deviations are approved. All proposed deviations from contract requirements shall be submitted in writing to the Contracting Officer or Contracting Officer's Representative for approval.
  - d. **Selection and Control.** The Contractor shall review the contract requirements and determine those submittals needed to assure compliance. Within five days after receipt of the notice to proceed, unless otherwise directed, the Contractor shall submit to the Contracting Officer or Contracting Officer's Representative for review and approval, in duplicate, a submittal control document (ENG Form 4288) listing and scheduling all submittal items required by the contract. ENG Form 4288 (see Section 00900, Attachment G) will be furnished to the Contractor. The contractor shall review and revise the submittal control document at each progress schedule update and shall furnish any revised documents to the Contracting Officer or Contracting Officer's Representative.

- e. **Government Approved Submittals.** When submittals are required to be approved by the Contracting Officer or Contracting Officer's Representative, adequate time shall be allowed for review and approval. Approval action by the Government will not relieve the Contractor of his responsibility for compliance with the contract. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.
- f. **Government Disapproved Submittals.** When submittals are disapproved, the Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. Adequate time shall be allowed for review and approval of the submittal by the Contracting Officer and Contracting Officer's Representative.

4. **QUALITY CONTROL (QC) PROGRAM.** The Contractor's QC program shall include the following three phases of control and management for each definable feature of the work. The Contractor's QC Manager shall notify the contracting officer or contracting officer's representative at least 24 hours in advance of any activities to be accomplished under the first two phases of this program.

- a. **Preparatory.** This control phase shall be performed before beginning work on each definable feature of work. It shall include a review of contract requirements to assure compliance.
- b. **Initial.** This phase of control shall be accomplished at the time of arrival to the placement area or of dredging personnel on site to accomplish a definable feature of work, and shall be repeated at any time when new workers or crews arrive for assignment to the project. The contractor's QC program shall be as such to permit the transfer of information of quality requirements specified in this contract to each worker so that the specified quality of work will be provided and consistent production of high quality of work will be encouraged. It is during this phase that control testing shall be undertaken and verified.
- c. **Follow-up.** The follow-up phase shall be performed continuously to verify that control procedures are providing an end product which complies with contract requirements.

5. **COMPLETION.** At the completion of the work, the Contractor's QC manager shall conduct a joint completion review with the Contracting Officer or Contracting Officer's Representative. During this review, the work shall be examined, quality control shall be reviewed, and a list prepared for work items not conforming to the plans and specifications. This list shall be included in the submittal control document with an estimated date for correction of each deficiency. The Contractor shall assure that deficiencies have been corrected prior to the scheduled completion dates. Payment will be withheld for defective or deficient features until they are satisfactorily corrected except as otherwise specified in the contract clause: "INSPECTION OF CONSTRUCTION."

**6. QUALITY CONTROL (QC) DOCUMENTATION.** The Contractor shall maintain current records on approved forms, samples of which are attached (Section 00900-C, -G, and -I), of quality control operations, activities, and any required tests. These records shall include factual evidence that the required activities have been performed, and shall include both conforming and defective or deficient features. The records shall also include a statement that materials and equipment used in the work comply with the contract except for approved deviations. Legible copies of these records shall be furnished to the Contracting Officer or Contracting Officer's Representative on a daily basis or as specified at the PreConstruction Conference by the Contracting Officer or Contracting Officer's Representative.

**7. MEASUREMENT AND PAYMENT.** Separate payment will be made for any work under this section and all costs in connection therewith shall be included in the cost for all the bid items.