



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

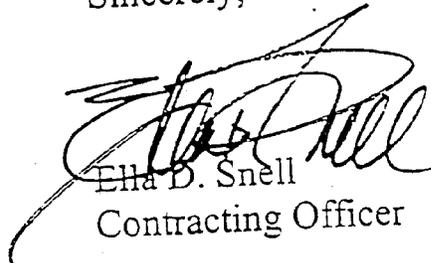
Contracts Branch  
Contracting Division

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,



Ella D. Snell  
Contracting Officer

# CENTRAL CONTRACTOR REGISTRATION

*[HTTP://WWW.ACQ.OSD.MIL/EC](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 Corps  
of Engineers®**  
NEW YORK DISTRICT

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**WESTHAMPTON INTERIM RENOURISHMENT  
CONTRACT NO. 2 & WEST OF SHINNECOCK INTERIM  
NOURISHMENT PROJECT**

**SUFFOLK COUNTY, LONG ISLAND, NEW YORK**

**FIRE ISLAND INLET TO MONTAUK POINT  
BEACH EROSION AND HURRICANE PROTECTION**

**Specifications**

**IFB NO. W912DS-04-B-0011**

**UNRESTRICTED**

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Section 00010 - Solicitation Contract Form

**BIDDERS CHECKLIST**

US ARMY ENGINEER DISTRICT, NEW YORK

**INVITATION FOR BIDS NO. W912DS-04-B-0011**

**CHECK LIST FOR BIDDERS**

ATTACHED IS IFB NO. W912DS-04-B-0011  
WESTHAMPTON INTERIM RENOURISHMENT CONTRACT NO. 2 & WEST OF  
SHINNECOCK INTERIM NOURISHMENT PROJECT

SUFFOLK COUNTY, LONG ISLAND, NEW YORK

FIRE ISLAND INLET TO MONTAUK POINT  
BEACH EROSION AND HURRICANE PROTECTION

ALL INFORMATION REQUIRED BY THE TERMS OF THIS SOLICITATION MUST BE  
FURNISHED. MISTAKES OR OMISSIONS MAY RENDER YOUR OFFER 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?

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

   WHEN REQUIRED, HAVE YOU ENTERED A UNIT PRICE FOR EACH PRICE  
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?

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

\_\_\_\_\_ DO THE BID BOND AND ACCOMPANYING DOCUMENTS BEAR SIGNATURES AND SEALS AFFIXED **AFTER** THE DOCUMENT WAS GENERATED, AS OPPOSED TO COMPUTER PRINTER-GENERATED SIGNATURES AND/OR SEALS?

\_\_\_ 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 OFFER 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.

NEW YORK DISTRICT  
CORPS OF ENGINEERS  
NEW YORK, NEW YORK 10278-0090

INVITATION FOR BIDS  
FOR  
WESTHAMPTON INTERIM RENOURISHMENT CONTRACT NO. 2 & WEST OF  
SHINNECOCK INTERIM NOURISHMENT PROJECT

SUFFOLK COUNTY, LONG ISLAND, NEW YORK

FIRE ISLAND INLET TO MONTAUK POINT  
BEACH EROSION AND HURRICANE PROTECTION

1. Attached is INVITATION FOR BIDS (IFB) NO. W912DS-04-B-0011
2. BIDS MUST BE SET FORTH full, accurate, and complete information as required by this Invitation for Bids, including attachments. The penalty for making false statements in bids is prescribed under 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). Please review all bonds and accompanying documents required to be submitted. Bonds, Powers of Attorney, statements of authenticity and continuing validity, and all related documents **MUST NOT** bear computer printer-generated signatures and/or seals. Documents bearing signatures and/or seals generated as part of a document, as opposed to being affixed to the document **after** its generation, will not be accepted. Submission of such documents may render the bid or offer non-responsive and ineligible for award.
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 OPPORTUNITY in Section 00700 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 PROJECT IS A CIVIL WORKS PROGRAM PROCUREMENT AND IS NOT FUNDED BY THE DEPARTMENT OF DEFENSE.

## MAIN TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
00010	SF 1442 AND BIDDING SCHEDULE (To be provided during advertising)
00100	INSTRUCTIONS, CONDITIONS, AND NOTICE TO BIDDERS (To be provided during advertising)
00600	REPRESENTATIONS AND CERTIFICATIONS (To be provided during advertising)
00700	CONTRACT CLAUSES (To be provided during advertising)
00800	SPECIAL CONTRACT REQUIREMENTS

### **LIST OF DOCUMENTS, EXHIBITS & OTHER ATTACHMENTS**

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00901	REPORT OF OPERATIONS FORM
00902	COMPOSITE GRAIN SIZE DISTRIBUTION CURVES AND GRAIN SIZE SCALES FOR SAND SEDIMENTS
00903	WATER QUALITY CERTIFICATE
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00905	SUFFOLK COUNTY ACCESS AUTHORIZATION LETTER (To be provided during advertising)

### **TECHNICAL PROVISIONS**

01311	PROEJCT SCHEDULE: BAR CHART
01312	QUALITY CONTROL SYSTEM (QCS)
01330	SUBMITTAL PROCEDURES
01355A	ENVIRONMENTAL PROTECTION

01420	SAFETY
01451	CONTRACTOR QUALITY CONTROL
01561	SCOPE OF WORK FOR ENDANGERED SPECIES OBSERVERS (HOPPER DREDGES ONLY)
02201	BEACH FILL PLACEMENT
02481	BEACH GRASS
02714	SAND FENCE

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DS-04-B-0011	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 03-Aug-2004	PAGE OF PAGES 1 OF 52
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W16ROE-4184-0361	6. PROJECT NO.
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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)</i> CODE  <b>See Item 7</b>  TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME SCOTT M HELMER	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 212-264-9118
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**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)*:

WESTHAMPTON INTERIM RENOURISHMENT CONTRACT NO. 2 & WEST OF SHINNECOCK INTERIM NOURISHMENT PROJECT, SUFFOLK COUNTY, LONG ISLAND, NEW YORK.

This Project is UNRESTRICTED with a Price Evaluation Preference for HUBZone Small Business Concerns. Pursuant to Small Business Competiveness Demonstration Program. NAICS CODE is 237990 with a Small Business size standard of \$28,500,000.00.

CONTRACT SPECIALIST: Scott Helmer (212) 264-9118  
PROJECT ENGINEER: Bob Greco (212) 264-9080

Note New Requirement: Bonds, Powers of Attorney, statements of authenticity and continuing validity, and all related documents MUST NOT bear computer printer generated signatures and/or seals. Documents bearing signatures and/or seals generated as part of a document, as opposed to being affixed to the document AFTER its generation, will not be accepted. Submission of such documents may render the bid or offer non-responsive and ineligible for award. Please review all bonds and accompanying documents required to be submitted.

11. The Contractor shall begin performance within 5 calendar days and complete it within 180 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? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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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 01:00 PM (hour) local time 07 Sep 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 90 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>
CODE		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>
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
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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
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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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)
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY:	CODE
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**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 consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		
	Mobilization & Demobilization FFP for Hydraulic Beach Fill PURCHASE REQUEST NUMBER: W16ROE-4184-0361				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	Hydraulic Beach Fill FFP				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Westhampton FFP Hyraulic Beach Fill	839,000	Cubic Yard		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	West of Shinnecock Inlet FFP Hydraulic Beach Fill	728,000	Cubic Yard		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Planting of Beach Grass FFP	4,600	Square Foot		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Creation of Environmental Pool FFP	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Construction of Sand Fencing FFP	4,000	Linear Foot		

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NET AMT

FOB: Destination

TOTAL

**TOTAL BID (CLINS 0001-0005) \$** \_\_\_\_\_

Line item quantities are estimated.

Basis for award is the total of all line items. Bids will be rejected if all line items are not bid.

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.252-5 Authorized Deviations In Provisions APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

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

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

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

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

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

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

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

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

(End of clause)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

#### 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

#### 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time

specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

#### 52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

#### 52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

#### 52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(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)

#### 52.233-2 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:

Chief, Contracting Division  
U.S. Army Corps of Engineers  
26 Federal Plaza, Room 1843  
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/>  
<http://www.arnet.gov/far>

(End of provision)

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/>  
<http://www.arnet.gov/far>

(End of clause)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

252.225-7031 Secondary Arab Boycott Of Israel

APR 2003

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(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)

52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING (APR 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance      Name and Address of Owner  
(Street, Address, City,      and Operator of the Plant or

County, State, Zip Code) Facility if Other than Bidder

_____	_____
_____	_____
_____	_____
_____	_____

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

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

(2) The small business size standard is \$28,500,000.00.

(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.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(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 service-disabled 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 or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(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)

52.222-22 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)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(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	Definitions	JUN 2004
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	MAY 2004
52.219-9 Alt I	Small Business Subcontracting Plan (Jan 2002) Alternate I	OCT 2001
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
52.222-7	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
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-13	Accident Prevention	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
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.246-12	Inspection of Construction	AUG 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
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
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
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
252.247-7024	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 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 180 calendar days after the date 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 \$947.00 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)

52.222-23 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
5.8%	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 **Suffolk County, New York**.

(End of provision)

**If the total bid is for less than \$6,806,000.00 than FAR 52.225-9 and 52.225-10 apply.  
If the total bid is greater than \$6,806,000.00 than FAR 52.225-11 and 52.225-12 apply.**

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material

regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

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

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

None.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is

unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction

material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)
-----			
\1\			
-----			
Item 1			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
-----			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination

regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUN 2004)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Cyprus, Czech Republic, Denmark, Djibouti, Equatorial Guinea, Estonia, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Hungary, Ireland, Israel, Italy, Japan, Kiribati, Korea, Republic of, Latvia, Lesotho, Liechtenstein, Lithuania, Luxembourg, Malawi, Maldives, Mali, Malta, Mozambique, Nepal, Netherlands, Niger, Norway, Poland, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Slovak Republic, Slovenia, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

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

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and FTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction

material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)
-----			
\1\			
-----			
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
-----			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free

entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral,

attach summary.

Include other applicable supporting information.

(e) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and FTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act -- Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or FTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or FTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or FTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or FTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

## 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

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

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

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

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

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

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

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

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

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

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.236-1 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)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

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)

52.232-5002 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995)--EFARS

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$1,000,000.00 has been reserved for this contract and is available for payment 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. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) 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.

(d) 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 this 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.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this 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.

(f) 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 a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) 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.

(h) 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 at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) 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 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.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

(End of clause)

## SECTION 00800

## SPECIAL CONTRACT REQUIREMENTS

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**SECTION 00800****SPECIAL CONTRACT REQUIREMENTS****1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (1965 APRIL OCE)**

a. The Contractor will be required to (i) commence work under this contract within five (5) calendar days after the date of receipt by him of the Notice to Proceed, (ii) commence actual fill placement within 60 days after the date the Contractor receives the Notice to Proceed, (iii) prosecute the work diligently using a dredge plant and appurtenant equipment which will be dedicated to work on this contract to completion (with the exception for weather delays or equipment breakdown) and (iv) complete the entire work ready for use not later than one hundred and eighty (180) calendar days after the date of receipt by him of the notice to proceed. The time stated for completion shall include the final cleanup of the premises.

b. THE CONTRACTOR IS REQUIRED TO COMPLY WITH THE FOLLOWING DREDGING/PLACEMENT RESTRICTIONS AND MONITORING REQUIREMENTS:

(1) DREDGING/PLACEMENT RESTRICTIONS IMPOSED BY THE NEW YORK STATE WATER QUALITY CERTIFICATES - (See Section 00903, Attachment F). (NO PLACEMENT OF DREDGING MATERIAL IS ALLOWED APRIL 1 THRU SEPTEMBER 15.)

(2) NATIONAL MARINE FISHERIES SERVICE'S OBSERVER REQUIREMENT FOR ENDANGERED SPECIES PARA.52.

c. Location: The site of work is located between Moriches and Shinnecock Inlets, along the south shore of Suffolk County, New York. It is approximately 30 to 40 miles east of Fire Island Inlet and about 70 to 80 miles by water north and east from the Battery, New York City.

d. The contractor shall furnish all labor, materials, equipment, and services (except those furnished by the government) and perform in strict accordance with the plans and specifications the following work: Hydraulic placement of sand fill dredged from borrow areas shown on Contract Drawings.

e. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject, in every detail, to his supervision, direction and instruction. (DoD FAR Supplement 52.236-7014)

f. Magnitude of Construction Project: The estimated value of the proposed work is between \$2 million and \$ 7 million.

**2. ORDER OF WORK**

The contractor shall commence work in the following order:

a. The Westhampton Interim Renourishment Project, shown on Contract Drawings, shall be the first area for beachfill placement. The contractor shall commence the hydraulic beachfill placement at the western terminus of the project and continue in an easterly direction.

b. The West of Shinnecock Inlet Interim Project, shown on Contract Drawings, shall be the second area for beachfill placement. Beachfill shall commence at the easterly station and continue in a westerly direction.

**3. 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)

**4. SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR**

The Contractor shall furnish the Contracting Officer and/or his Representative, within five (5) days after award, items of work he will perform with his own forces and the estimated cost of those items. For the purposes of this contract, the percentage of work that must be performed by the Contractor is stated in paragraph H-2, entitled: "PERFORMANCE OF WORK BY THE CONTRACTOR" is 40%.

**5. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)**

a. If the Contractor fails to complete the work within the time specified in the contract, or any extensions thereof, the Contractor shall pay to the Government as liquidated damages, the sum of \$947.00 for each day of delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.212-5).

**6. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS**

See contract clause entitled CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS in Section 00700 CONTRACT CLAUSES. For a listing of the contract drawings see Index of Drawings.

**7. PHYSICAL CONDITIONS (EFARS 52.236-4) (APR 1984)**

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 therefrom by the Contractor.

a. WEATHER CONDITIONS. The site is exposed to the ocean and

construction operations will be affected by tide, wind and wave actions. USCG Station Fire Island is designated as National Weather Service (NWS) Station 45N, Latitude 40°40'12" N, Longitude 073°04'12" W. Real-time data are available on the world wide web at <http://www.nws.fsu.edu/B/buoy?station=45N>.

(1) Fog. An examination of the records of the U.S. Weather Bureau at John F. Kennedy International Airport, New York, 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 on the south shore of Long Island areas, based on historical data maintained by the National Weather Service's National Buoy Center ([http://www.ndbc.noaa.gov/station\\_page.phtml?\\$station=44025](http://www.ndbc.noaa.gov/station_page.phtml?$station=44025)) are as follows:

Month	Average Wind Velocity (KTS)	Peak Wind Gust (KTS)
Jan.	16.4	20.1
Feb.	14.9	19.3
Mar.	13.8	18.0
Apr.	11.2	13.6
May	9.5	11.0
Jun.	9.5	11.3
Jul.	9.6	11.6
Aug.	9.8	12.0
Sep.	11.3	14.2
Oct.	13.0	16.6
Nov.	14.0	17.2
Dec.	16.1	20.6

Weather conditions exceeding in severity the conditions described above or average wind speeds over 30 miles per hour (26 kts) 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.

1) At the Bay Side of Shinnecock Inlet the mean range of tide is 2.4 ft. and the mean range of spring tides is 2.7 feet. Irregular fluctuations due to wind and atmospheric pressure have varied from 8.3 feet above mean low water to 2.7 feet below mean low water.

2) At the Ocean Side of Shinnecock Inlet the mean range of tide is 2.9 ft. and the mean range of spring tides is 3.5 feet. Irregular fluctuations due to wind and atmospheric pressure have varied from 12.3 feet above mean low water to 2.7 feet below mean low water.

3) The mean range of tides at Moriches Inlet (Westhampton Beach) is 2.9 feet and the mean range of spring tides is 3.8 feet. Irregular fluctuations due to wind and atmospheric pressure have varied from 13.7 feet above mean low water to 1.7 feet below mean low water.

It should be noted that dredging operations may be affected to some extent by current conditions in and near the inlets. The currents are strong and can attain a velocity of 2.5 knots or greater at times.

d. TRANSPORTATION FACILITIES AND CHANNEL TRAFFIC.

(1) Highways serve the location. The Long Island Expressway (I-495), N.Y. State Highway 27 and Dune Road serve the locality of the proposed work. The Contractor shall make his own investigation of available roads for transportation, of load limits of bridges and roads, and other road conditions affecting the transportation of materials, equipment, supplies and other facilities to the site. The Contractor shall also construct such temporary haul roads and bridges as may be necessary for the conduct of his work. Any such temporary construction shall be restored to its original condition. All costs for the use of existing transportation facilities, for the construction of temporary facilities and for maintenance, repair, removal and restoration shall be borne by the Contractor.

(2) Harbors. The harbors at Port Jefferson, Mattituck, Greenport and Patchogue serve the general vicinity of the project. The Contractor shall make his own investigation of harbor depths, docking and unloading facilities he desire to use any of these harbors, or any other in the vicinity. The Contractor shall also construct any temporary facilities as may be necessary for the conduct of his work. Any such temporary construction shall be restored to its original condition. All costs for using existing harbor facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be borne by the Contractor.

(3) Channel Traffic. Vessel traffic in the Moriches Inlet Channel has been restricted by the Coast Guard and consists of occasional Coast Guard Search and Rescue Vessels which should cause no undue delay to dredging. Vessel traffic in the Shinnecock and Moriches Inlets consists of small occasional tows of scows and barges, fishing boats, pleasure cruisers and other shallow draft vessels.

e. BRIDGE AND UTILITY CROSSINGS. A search of the regulatory files within New York District, Corps of Engineers disclosed no cables or other structures crossing Shinnecock Inlet in the vicinity of the area to be dredged and in the beach placement area. Permit structures in the vicinity of Westhampton Beach are shown in Section 00904.

f. OBSTRUCTION OF CHANNEL. The Government will not undertake to keep the area free from vessels or other obstructions. 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.

g. 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 5 days prior to the need for movement. The Contractor shall notify the appropriate Coast Guard Office of the approximate time of completion of dredging.

h. 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.

i. 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 frequency has been approved by the Federal Communication Commission.

## 8. TIME EXTENSIONS

a. Notwithstanding any other provisions in this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes delay completion of construction. The order granting the time extension may provide that the contract completion date will only be extended for those specific elements affected so that the remaining contract elements may be completed.

b. If a time extension is requested due to adverse weather conditions, the contractor must chronologically list each day that was lost due to adverse weather conditions with his daily reports. The Contracting Officer and/or his Representative will examine whether the contractor is entitled to a time extension. The adverse weather days must prevent work for 50% or more of the contractor's workday and delay work critical to the timely completion of the project. The Contracting Officer and/or his Representative will convert any delays meeting the above requirements to calendar days and issue a modification in accordance with Section 00700, contract clause entitled "CHANGES."

## 9. 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 for any future reference to horizontal control data.

#### 10. DATUM AND BENCH MARKS

The plane of reference of mean low water and NGVD as used in these specifications is that determined by the following bench marks:

BENCH MARK STAMPING: BM 1 (1974)  
ELEVATION: +13.54 FT NGVD  
AGENCY/DISK TYPE: NOS Tidal Bench Mark  
LOCATION: N 249,573.874, E 1,405,180.137 (NAD 83)  
SETTING CLASSIFICATION: Near the West Jetty of Shinnecock near the remains of the US Coast Guard Tower.

BENCH MARK STAMPING: FLETCH 5 (1994)  
ELEVATION: +13.69 FT NGVD  
AGENCY/DISK TYPE: US Army Corps of Engineers Disk  
LOCATION: N 223,423.153, E 1,333,979.329 (NAD 83)  
DESCRIPTION: To reach the station from intersection of Jessup Lane with Dune Road in Westhampton Beach, travel west on Dune Road approximately 5.1 miles to the station on the right about 20 feet north of the

BENCH MARK STAMPING: Station "Cupsoque"  
ELEVATION: 14.74 feet above NGVD.  
LOCATION: N 200,555.65, E 2,348,609.06  
DESCRIPTION: Coast and Geodetic Monument brass disk in concrete collar on north side of sand road. It is approximately 2200 ft. west of the west end of the parking area.

BENCH MARK STAMPING: Station 600  
LOCATION: N 205,190.98, E 2,361,432.26 centerline of road.  
ELEVATION: 5.96 feet above NGVD  
DESCRIPTION: Stamped "BM" on N. side of Dune Road, 2.6m +/- west of Jessups Lane.

BENCH MARK STAMPING Station 601  
LOCATION:: N 205,983.87, E 2,363,651.88  
ELEVATION:: 6.24 feet above NGVD.  
DESCRIPTION: Station is a brass disk on a rod, on the south side of Dune Road, 2.2m west of Jessups Lane.

NOTE: The plane of mean lower low water (MLLW) found on the Borrow Area Drawing in the Plans (Sheet 7) is 1.66 below mean sea level (NGVD 1929).

#### 11. ESTIMATED QUANTITIES

The total estimated quantities of material necessary to be removed from within the specified limits to complete the work described in this

specification, as computed from the information shown on the contract drawings, are as indicated on the price schedules.

The total estimated quantity of material of 1,567,000 cubic yards is based on and beach surveys performed in November 2003 for the Westhampton Interim Renourishment Project and April 2004 for the West of Shinnecock Interim Project.

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 paragraph entitled "Measurement and Payment."

## **12. DESIGNATION OF PROPERTY ADMINISTRATOR**

The Chief, Property and Accounting Section, U. S. Army Engineer District, New York, Federal Building, 26 Federal Plaza, New York, N.Y. 10278-0090 is Designated as Property Administrator in connection with this contract.

## **13. 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)

## **14. 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)

## **15. REVERSE SIGNAL ALARM**

a. All construction equipment, except light service trucks, 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 panels, pickup trucks, station wagons, crawler-type cranes, 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 passband 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 90-100db (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.

#### **16. FLOATING PIPELINES**

The Contractor shall design for use rubber float lines to minimize the number of connections in the discharge line and reduce the need to disconnect the float line from the submerged line in moderate storm conditions. The contractor shall provide an info only design submittal prior to starting this Definable Feature of work. Floating pipelines, used as accessways, 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.

#### **17. 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).

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

The ocean borrow area shall be dredged in any manner that results in efficient hydraulic placement of the required amount of materials within the beach fill section. Hydraulic placement of the beach fill to the required section shall proceed in an orderly manner, and in accordance with the plans and specs. No payment will be made for work done in any acceptance section until the entire acceptance section is brought to the shape and grade shown on the contract drawings, nor will any payment be made for work in any acceptance section not adjacent to and in prolongation of completed acceptance sections. Should any nonadjacent section be constructed during the operations carried on during the contract, payment for all work therein may be deferred until construction has been completed in the acceptance sections intervening.

**19. FINAL EXAMINATION AND ACCEPTANCE (APR. 1965)**

a. The entire area within the contract limits will be surveyed for final examination and acceptance.

b. The cost for all surveys for progress payments shall be borne by the contractor.

c. Beach Fill: As soon as practicable but not more than 7 days after receipt of written notification from the Contractor certifying that the work is complete, and as in the opinion of the Contracting Officer and/or his Representative the completed beach fill will not be subject to damage by further operations, the Government will take surveys and soundings on 500-foot sections of completed work or "Acceptance Sections," as provided for elsewhere herein. Limits of acceptance sections shall be determined by the Contracting Officer or his representative. Acceptance sections shall not be less than 500 feet in length unless the contracting officer determines that a shorter section is necessary. Should this examination disclose deficiencies of material in the hydraulic fill section above mean high water the contractor shall be required to place additional material until the fill requirements are met, or if examination shows material has been deposited elsewhere than in places designated or approved by the Contracting Officer, the Contractor may be required to remove such misplaced material and deposit it elsewhere at his expense. The Government will notify the Contractor at least three (3) days in advance of making soundings and surveys so that a contractor's representative can accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally.

d. 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.

**20. BID BOND**

See Clause 52.228-1 of Section 00700, Contract Clauses.

**21. 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 to:

a. 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 Paragraph 18, entitled: "Final Examination and Acceptance."

b. 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.

## 22. FIELD OFFICE

a. The Contractor shall provide at the site, a separate 40 foot by 12 foot field office for the exclusive use by the Government representatives for the duration of the contract. Field office and contents remain the property of the contractor. The desired location will be designated by the Contracting Officer or his representative. The trailer shall be well constructed and properly ventilated and shall contain a closet and door, windows which shall be capable of being locked, four (4) chairs, one (1) plan rack and drawing board, two (2) desks, and one (1) two-drawer filing cabinet. The Contractor shall also provide adequate electric lighting, minimum 6 duplex electrical receptacles, drinking water, heat, plumbed toilet facilities, air conditioning, janitorial services and maintenance services. In addition the contractor shall make arrangements and pay connection fees and monthly usage for electrical and 3-line telephone service (fax, modem and voice). The field office shall be removed from the project site when and as directed by the Contracting Officer. In addition to the above, the Contractor shall provide the following computer and office equipment, and other items for use by the Government during the contract:

### Hardware:

#### Personal Computer:

- Pentium IV processor running at 3,000 MHz or better
- High speed cache memory controller with at least 512 KB L2 PIPELINE BURST CACHE
- 100MHz SYSTEM BUS
- At least 256MBRAM
- (1) 3.5" 1.44 MB diskette drives with hard drive controller
- 10 GB hard drive with access time of 9 ms
- Sound Card W1 SPEAKERS
- Enhanced 101 Keyboard
- MS Windows 2000
- 6 outlet surge protector
- 17" SVGA high resolution COLOR monitor or better

- 32 Mb SVGA color graphics card minimum 100MHz
- Hewlett-Packard Desk Jet 1600C Color Printer or equivalent printer
- Mouse and mouse pad
- Modem V.90 56KB Baud
- Internal CD ROM (40x/Speed or better) [Option: DVD ROM OR CD-RW (Read/Write) Drive]
- Microsoft Office Suite Professional VERSION 98 or latest version
- Antivirus software and periodic updates

A laptop computer may be substituted for the desktop personal computer at the Contracting Officer's discretion.

Copier: plain-paper, desktop, auto feed, monochrome, minimum 10 per minute.

Fax Machine: Monochrome minimum feed (3)- 8-1/2x11 inch pages per minute, capable of receiving on plain white bound paper.

Telephone: 2-Line phone compatible with phone service.

Four Wheel Drive Vehicle: A 4-door 4-wheel drive vehicle, including insurance, registration, fuel and maintenance for the duration of the contract.

First Aid Kit: As a minimum the kit will include antiseptic kit, eyewash solution, bandages, insect sting medication, aspirin and acetaminophen, and cold pack.

Fire Extinguisher: Type as required for a trailer the same size as office.

Cellular Telephone: The contractor shall provide a cell phone with Verizon service for the duration of the contract.

b. No separate payment will be made for providing the above items and all costs in connection therewith will be considered the obligation of the Contractor.

### **23. SAFETY AND HEALTH REQUIREMENTS MANUAL**

The Contractor shall comply with all pertinent provisions of the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385- 1-1, in effect on the date of the solicitation. The latest edition, as referenced in the Accident Prevention Clause of the CONTRACT CLAUSES, is dated November 2003. Changes of EM 385-1-1 are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

Before commencing the work, the Contractor shall - (1) Submit a written proposal for implementing the Accident Prevention Plan; and (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

### **24. 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))

## **25. 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 and supporting vessels. 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.

## **26. 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 I 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 00800 S-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)

**27. WAGE RATES**

The attached schedule of wage rates contains rates applicable to all work under this contract (see Section 00900). This project is classified as both Heavy Construction and Dredging. Wage Determination NY040001 shall apply to dredging work, Wage Determination NY040013 shall apply to shore work. If a hopper dredge is used, Wage Determination NY040030 shall apply to the dredging.

**28. 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.

**29. 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.

**30. 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))

**31. 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 15 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.

### 32. 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)

**33. 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 nonresponsibility.

**34. PERFORMANCE EVALUATION OF CONTRACTOR (APR 1984)**

a. 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)

**35. 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.

**36. 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. Additionally, a schedule of required submittals will be discussed.

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

The Contractor's order of work for dredging and performing other work, including disposal area plan.

Accident Prevention Plan (advance copies required, see Section 01351 including the Hazard Analysis as per section 00900 Attachment H.)

Quality Control Plan (see Section 01451).  
Letter appointing Superintendent.  
List of subcontractors

### **37. INSURANCE PROCURED BY CONTRACTOR**

a. The Contractor shall procure and maintain during the entire period of this performance under this contract the attached insurance policies:

(1) Commercial General Liability Insurance in limits of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, personal injury and property damage, including but not limited to coverage for Broad Form Property Damage. Such coverage shall not contain any environmental exclusion clause and there shall be no exclusions for property damage arising out of explosion, collapse or underground property damage hazards and no exclusion for waterfront activities.

(2) The policies described above shall be endorsed (i) to include The City of Newark and the State of New Jersey as additional insured and (ii) to provide that notice of an occurrence to the insurance company from any insured shall serve as notice from all insured.

(3) Comprehensive Automobile Liability Insurance in limits of not less than five million dollars combined single limit per occurrence for bodily injury, death, and property damage covering all owned, non-owned and hired vehicles in connection with the work to be performed in connection with this permit.

(4) Certificates of Insurance evidencing the issuance of all insurance required hereby, and guaranteeing at least thirty (30) days prior notice to the Government of cancellation or non-renewal, shall be delivered to The New Jersey Department of Environmental Protection, and City of Newark, prior to entry of the Government's contractors upon the project area, or, in the case of new or renewal policies replacing any policies expiring during the period, no later than thirty (30) days before the expiration dates of such expiring policies.

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substances of this clause, including paragraph c., in all subcontracts hereunder.

### **38. 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 determines 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 Placement 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.

f. For Beach Fill Placement: The Contractor will coordinate with the Contracting Officer's representative to maintain work sections. The Government will perform preconstruction surveys between 500 feet and 1500 feet in advance of the last acceptance station but not more than 14 days prior to fill placement. The surveys shall be performed in 500-foot increments. Acceptance surveys shall be performed when 500 linear feet of beach is dressed and graded to template. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place by Hypack, ISRP, or average end area volume methods.

### **39. PUBLIC SAFETY SIGNS**

The Contractor shall furnish and erect two (2) Public Safety Signs along the beachfront for each of the beach fill area as directed by the Contracting Officer or his representative. The Contractor shall maintain the signs in good condition throughout the construction period. Sample sign is provided at the end of this section. No separate payment will be made for erecting and maintaining the public safety signs, and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the site. These signs should be the same size as the project signs.

### **40. PROJECT SIGNS AND ON-THE-JOB SAFETY SIGNS**

The Contractor shall construct two signs, one for project identification, one to show on-the-job safety performance, for each of the two locations. Sample sign drawings together with mounting and fabrication details are provided at the end of this section. The signs shall be erected within 15 calendar days after the date of Notice to Proceed. The project identification and safety performance 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. Panels are fabricated using HDO (High Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces are non-reflecting vinyl. All legends are to be die-cut or computer-cut in the sizes and type-faces specified and applied to the white panel background following the graphic formats shown on the attached sheets. 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.

The Contractor shall maintain the signs in good condition throughout the construction period. No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the project site.

The signs shall conform with all requirements as specified and per the sample signs at the end of this section. 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 sign must include the following other logos, if applicable:

- a) the logo of the New York State Department of Environmental Conservation, and/or
- b) the logo of the U.S. Coast Guard.

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 sites.

#### **41. 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.

#### **42. 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.

#### **43. 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 "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.

b. 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.

c. 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.

d. 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.

e. 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.

#### **44. SUPERINTENDENCE OF SUBCONTRACTORS (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)

#### **45. 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 to the designated Project Engineer, the contractor shall at the same time submit one copy of the detailed breakdown and the ENG Form 93 and 93a Form to the Area 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. 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.

#### **46. 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 12078-0090:

- 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.

#### **47. 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.

#### **48. 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 cranes shall have a red strobe light and two flags attached to the end of the boom. The flags shall be 18-inches square and international orange in color. The strobe does not need to be flashing during daylight hours or when the boom is lowered to the ground at night. The strobe shall be flashing when operating during weather in which visibility is reduced or when operating at night. The strobe shall remain flashing if the boom remains elevated at night.

Cranes may only be operated by qualified operators. Proof of qualification shall be in writing. Crane Operators shall be designated by a source which qualifies crane operators (see EM 385-1-1 (website: <http://www.hg.usace.army.mil>) paragraph 16.C.04 and 16.C.05).

**49. 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.

**50. 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 September 1996, entitled "Safety & Health Requirements Manual".

**51. 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 to be debarred in accordance with FAR subpart "9.4" (DEAN-PRP EFAR Acquisition Letter 85-1 dated 11 Sept 85)

**52. CONTINUING CONTRACTS (ALTERNATE) (1995 MAR) (EFARS)**

a. Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$1,000,000 has been reserved for this contract and is available for payment 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 from the nonfederal project sponsor will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

b. 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 (e) and (h) below.

c. 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.

d. 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.

e. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient available funds are reserved, 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. The term "Reservation" means monies that have been set aside and made available for payments under this contract.

**53. SCOPE OF WORK FOR ENDANGERED SPECIES OBSERVERS, APPLICABLE TO ALL DREDGING EQUIPMENT AND ALL YEAR ROUND DURING TRAVELING BETWEEN THE DREDGING SITE AND THE DREDGED MATERIAL PLACEMENT SITE, AND TO HOPPER DREDGE AT THE DREDGING SITE FROM THE PERIOD BETWEEN 15 JUNE TO 15 NOVEMBER**

1.0 PURPOSE. This Scope of Work (SOW) outlines the Contractor's requirements for conducting sea turtle and whale monitoring on board the contractor's hopper dredge. The Contractor will supply endangered species observers to be placed aboard the dredging vessel to monitor for the presence of sea turtles and record the observation of whales. Endangered species observers must be certified in writing as acceptable by the National Marine Fisheries Service (NMFS) for observing and handling endangered sea turtles. The data collected during this project will be used, along with additional data, to prepare a biological assessment on endangered species occurring within the New York District (District). The intent of the following requirements is to monitor the effect of hopper dredging on sea turtles within waters of the New York District.

2.0 DETAILED REQUIREMENTS. The Contractor shall complete the following:

2.0.1 Site Description/Background: Endangered species observers will report to the Contracting Officer (actual date will depend on the contract arrangements between the District and the Contractor). Approximately 1,400,000 CY of sand will be dredged from the Westhampton and Shinnecock Inlet Borrow Area and placed along the shoreline.

2.0.2 Endangered Species Protection. The Contractor shall provide education material to all dredge personnel on sea turtles and whales, and instruct the dredge operator in the proper procedures used for documenting any whale sightings. Said material will be provided by endangered species observers. The dredge operator and endangered species observers are responsible for recording the presence of any whales within or around the entire project site. The Contractor shall advise all dredge personnel that there are civil and criminal penalties for harming, harassing or killing sea turtles and whales that are protected under the Endangered Species Act.

2.0.3 Accommodations For Endangered Species Observers. The Contractor shall provide the following to endangered species observers:

A. Separate and private sleeping quarters, bathroom and shower facility for exclusive use of endangered species observers.

B. Accommodations and meals which are equal to that which the dredge officers received.

C. Transportation to and from the dredge vessel and the mainland.

#### 2.0.4 Provisions of Endangered Species Observers Monitoring.

A. The Contractor will provide endangered species observers onboard the dredge vessel to provide observation coverage approximately fifty (50) percent of the total dredging time from 15 June to 15 November of the calendar year.

B. Endangered species observers will check for the presence of sea turtles and fragments of sea turtles entrained with the dredge materials brought on board the dredge or seen in the vicinity of the dredging vessel.

C. Inspect baskets or screens to ensure that they are functional and meet specifications as described in section 2.0.7 below.

D. The Contractor will provide additional manpower resources from the dredge crew to assist endangered species observers. Endangered species observers and the District biologist will determine if assistance is needed. Additional manpower may be needed for, but is not limited to, the following:

i. Cleaning, fixing, deploying and emptying specimen collection equipment.

ii. Installing and maintaining sufficient lighting.

#### 2.0.5 Detail Criteria For Endangered Species Observers. Endangered species observers shall:

A. Initiate endangered species monitoring at 00:01 A.M. on 15 June of each calendar year.

B. Conduct subsequent monitoring so that the total aggregate time onboard the dredge equals fifty(50) percent of the total time of the dredging operation.

C. Provide inspection coverage on a rotating, six (6) hours on and six (6) hours off basis.

D. Rotate six (6) hour monitoring periods from week to week.

E. Fill out a Turtle Observation Reporting Log Sheet for each load (see attachments).

F. Fill out an Incidental Report of Sea Turtle Mortality Sheet (see attachments), and follow procedures in section 2.0.6 below, if a sea turtle has been taken.

G. Observe for the presence of whales during each six (6) hour monitoring period, and fill out a Daily Whale Reporting Log (see attachments in Section 00903).

H. Assemble a detailed season summary report.

#### 2.0.6 Disposition of Turtle Parts. Should an incidental take of a sea turtle occur, endangered species observers shall:

A. Fill out a Turtle Observation Reporting Log Sheet and an Incidental Report of Sea Turtle Mortality Log Sheet (see attachments in Section 00903).

B. Photograph, using color film, sea turtles and their parts.

C. Place in plastic bags, dead sea turtles and their parts, label to note location, time and date taken, and store in a freezer, which will be supplied by the Contractor.

D. Immediately contact the District biologist at (212)264-4663.

E. Examine any live sea turtle for injury and release, if not seriously injured. If an injury is such that it would prohibit release, endangered species observers will contact the District biologist 212-264-4663.

2.0.7 Hopper Dredge Modifications. The Contractor shall:

A. Install baskets or screens over the hopper inflow and overflow, and any opening(s) that is/are present along the inflow pipe infrastructure to ensure one hundred (100) percent screening of dredge material. Baskets or screens or inflow openings shall have openings that do not exceed four (4) inches by four (4) inches. The design and method of fabrication will depend on the construction of the dredge being used and shall be subject to approval by the Contracting Officer, upon consultation with the District biologist. Baskets and/or screens shall remain in place during all dredging operations during monitoring weeks from 15 June to 15 November of the calendar year. Metal that is resistant to erosion from sandblasting will be used to fabricate baskets or screens.

B. Repair baskets or screens, if openings exceed four (4) inches by four (4) inches.

C. Install and maintain sufficient lighting to properly and safely examine collected specimens. Endangered species observers and the District biologist will determine the amount of light needed.

2.0.8 Special Dredge Operation Requirements: The Contractor shall:

A. Allocate sufficient time for endangered species observers to examine dredged material that was collected and document findings before initiating pump-out of dredge material. Endangered species observers and the District biologist will determine the amount of light needed.

B. Undertake evasive maneuvers to avoid collision with sea turtles and whales.

C. Repair baskets or screens before the next dredge cycle begins. Endangered species observers and the District biologist will determine if repairs meet specifications as defined in section 2.0.7 above. Endangered species observers shall notify the Contracting Officer's representative and the District biologist as soon as possible, if dredging proceeds before repairs are made.

D. Keep adequate supply of repair material for baskets or screens in stock on the vessel.

2.0.9 General Hopper Dredge Requirements. The Contractor is responsible for the following:

A. Providing endangered species observers with a statement of

dangers associated with work on board the dredge vessel.

B. Ensuring that endangered species observers follow safety requirements and recommendations while onboard the dredge vessel and while in transit between the dredge and the mainland.

C. Obtaining a copy of the Corps of Engineers Manual, EM 385-1-1, dated September 96, entitled "Safety and Health Requirements Manual."

2.0.10 Reporting. The Contractor shall follow the reporting procedures listed below:

A. A sample Turtle Observation Reporting Log Sheet is provided (see attachment) and shall be completed for every cycle (load), whether sea turtles are present or not.

B. All data in the original form shall be submitted directly to Mr. Mark H. Burlas, U.S. Army Corps of Engineers, CENAN-PL-EA, 26 Federal Plaza, New York, New York 10278-0090, at the end of each monitoring week. Weekly summaries will be faxed to Mr. Burlas at (212)264-5472 as soon as they become available. Copies of the data will be supplied to the District Contracting Officer. Following completion of the project, a copy of the Contractor's log regarding sea turtles and whales shall be forwarded to the District biologist.

C. Continuous liaison with the District biologist shall be maintained to avoid problems with execution of this endangered species observation program, and to ensure compliance with prescribed Corps of Engineers policies and procedures. It will be the responsibility of the Contractor to report significant developments.

D. The detailed season summary report shall be submitted to the District biologist by 01 December of each calendar year.

E. Any sighting of an injured or incapacitated sea turtle or whale will be reported immediately to the District biologist.

2.0.11 Inspections by the Project Biologist. On 15 June of each calendar year the District biologist will inspect the dredge vessel to ensure that all criteria and modifications have been met. At the District biologist's discretion, he/she may make inspections to ensure that the endangered species observation program is being properly executed. The Contractor will provide the District biologist with accommodations as defined in Section 2.0.3 above.

3.0 PAYMENT. No separate payment or direct payment will be made for the cost of work covered under this section, and such work be considered as a subsidiary obligation of the Contractor.

#### **54. RECORD DRAWINGS (R.6-01)**

a. General: The Contractor will maintain as-built drawings during the construction period and will submit final record drawings at the completion of individual facilities. The Contractor is required to submit beach contour plan sheets, similar to the contract drawings, with post-elevations. These shall be submitted within 15 calendar days of dredging completion. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) files consisting of compact (computer) disks or magnetic media of the drawing files in the appropriate CAD format (i.e. "Microstation", "Autocad", etc.)

for the project. The Contractor is required to make prints or mylars from the CAD files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by CAD methods. Scanned drawings will not be acceptable.

If the Government cannot provide CAD files for the project drawings, mylar (reproducible) drawings will be provided. The contractor will then be required to comply with all requirements indicated herein by the use of hand drafting.

Note: If this project is a design-build construction type, where the Contractor accomplishes the design, the drawings will be developed by the Contractor in the appropriate CAD file format (or reproducible drawings) as prescribed by the contract, instead of the Government providing them to the Contractor. All other requirements indicated herein will apply.

b. Progress As-built Prints: During construction the Contractor is responsible for maintaining up to date one set of paper prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accordingly and neatly recorded as they occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Progress as-builts shall show the following information, but not limited thereto:

(1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features.

(2) The location and dimensions of any changes with the building and structure.

(3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.

(4) Correct elevations if changes were made in site grading

(5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

(6) The topography and grades of all drainage installed or affected as part of the project construction.

(7) All changes, which result from contract modifications.

(8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

(9) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

c. Hand Drafting: If mylars only are provided to the Contractor, they shall be updated using hand drafting. Only personnel proficient in the

preparation of engineering drawings to standards satisfactory and acceptable to the Government shall be employed to modify the mylar reproduction drawings or prepare additional new drawings. All additions and corrections to the contract drawings shall be neat, clean and legible, and shall match the adjacent line work and/or lettering being annotated in type, density, size and style. All drafting work shall be done using the same medium (pencil, plastic lead or ink) that was employed on the original contract drawings and with graphic lead on paper base material. The title block to be used for any new as-built drawings shall be similar to that used on the original contract drawings.

d. Protection of Records: The Contractor shall be responsible for the protection and safety of mylars and CAD record until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

e. 50% As-Built Update: At the 50% point in construction of this project (as determined by progress payments) the Contractor will update the CAD files of the project drawings in the appropriate CAD program to show as-built conditions as above, and submit an updated computer disk and one set of prints to the Contracting Officer for approval. If mylars only are provided to the Contractor, they shall be updated at this stage using hand-drafting as specified herein, and the Contractor shall submit one set of prints to the Contracting Officer for approval. Any required corrections will be made by the Contractor before payment will be approved for this item. The Contractor must use the updated CAD record or mylar drawings to produce required prints.

f. Preliminary Record Drawing Submittal: At least thirty calendar (30) days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. They shall be printed from the CAD files updated in the appropriate CAD program, or from updated mylars if mylars only were provided to the Contractor. Within ten days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. Contractor will correct and resubmit within 5 days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor will prepare final record drawings.

g. Record Drawing Submission: In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the revision block. All prints and mylars must be reproduced from the updated CAD files. If mylars only were provided to the Contractor, they shall be hand-lettered or stamped as indicated above, and revisions shown in revision block. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer:

Three (3) CD's (ROM) of CAD files of Record Drawings.  
One (1) set of Mylar Record Drawings  
One (1) copy of prints of Record Drawings.

Failure to make an acceptable submission of Record Drawings will delay

the Final Acceptance Inspection for the project and shall be cause for withholding any payment due the Contractor under this contract..

h. Property: All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

i. Payment: No separate payment will be made for the as-built and record drawings or updating of CAD files required under this contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

#### **55. PROGRESS PAYMENTS**

Progress Payments made pursuant to the PAYMENTS TO CONTRACTOR clause for any item of work in the bid schedule shall be based on the contract unit price or lump sum amount set forth in the bid schedule for that item of work.

If the amount of the unit price or lump sum bid for any item of work is in excess of 125% of the Government estimate for such item, the Contracting Officer may require the contractor to produce cost data to justify the price of the bid item. Failure to justify the bid item price to the satisfaction of the Contracting Officer may result in payment of an amount equal to 125% of the Government estimate for such bid item upon completion of work on the item and payment of the remainder of the bid item price upon final acceptance of all contract work.

#### **56. CONTRACTOR STORAGE AND WORK AREAS**

The Contractor will, as part of his quality control plan, designate an area along the beach not to exceed 500 feet in length as a permanent storage area in each work area. The designated area shall be subject to approval by the Contracting Officer. No operations other than actual placement of fill may be conducted within 500 feet of each side of this storage area. As work proceeds away from this storage area, a 500 feet work zone shall be established. The Contractor will make arrangements with the appropriate authorities to maintain a 500-foot long zone on either side of the designated work area. No public beach use or bathing activities will be permitted in these zones. The Contractor is responsible for maintaining and enforcing this 500-foot work zone area. The Contractor is required to submit detailed plans of any staging (water or land) areas, to include office trailer layout, within 15 days of notice to proceed. These plans will be submitted through the COR to the New York State Department of Environmental Conservation for approval. All temporary areas shall be restored as necessary. estimate for such bid item upon completion of work on the item and payment for the remainder of the bid item price upon final acceptance of all contract work.

#### **57. TIME EXTENSIONS FOR UNUSALLY SEVERE WEATHER**

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- (a) The weather experienced at the project site during the contract

period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during the given month.

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

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

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORKS  
DAYS - BASED UPON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(8)	(7)	(8)	(7)	(9)	(10)	(6)	(5)	(5)	(6)	(5)	(7)

3. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if the adverse weather occurred in the previous month), be calculated chronologically from the first to the last day of each week, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)". (ER 415-1-15) (31 Oct 89)

#### 58. OBSTRUCTION OF CHANNEL

The Government will not undertake to keep any channel free from vessels or other obstructions except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7, of the River and Harbor Act approved August 8, 1917. The contractor will be required to conduct the work in such manner as to not obstruct navigation and in case the contractor's plant so obstructs any 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 extent as may be necessary to afford a practicable passage. Upon the completion of the work the contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable water or on shore.

#### 59. 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 conditions and capable of safely and efficiently performing the work as set forth in the specifications and the plant shall be subject to the inspection of the Contracting Officer 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. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply. If the Contractor's plant requires to be towed, a minimum of personnel shall be aboard during towing operations. All pipelines for hydraulic machines must be kept in good condition at all times and any leaks or breaks along their length shall be promptly and properly repaired.

#### **60. AUTHORIZED CONSTRUCTION AREA AND TRESPASSING**

The contractor shall not inflict damage upon land, properties, roads and bridges outside the authorized construction area by unwarranted entry upon, passage through, damage to or disposal of material on such land or property, or overloading of roads and bridges. The contractor may make a separate agreement with any other party, regarding the use of, or right to land or facilities outside the contract area. If such an agreement is made, it shall be in writing and a copy shall be furnished the Contracting Officer. The contractor shall hold and save the Government, its officers, and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by his operations.

#### **61. AVAILABILITY OF UTILITY SERVICES**

The responsibility shall be upon the Contractor to provide and maintain at his own expense an adequate supply of electricity, water, and sanitary facilities for his use for construction purposes and the use of his construction forces and to install and maintain necessary supply connections for same, but only at such locations and in such manner as may be approved by the contracting Officer. Before final acceptance, temporary connections installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

#### **62. MAINTENANCE OF BEACH ACCESS TO WORK AREAS**

The Contractor shall maintain any beach access so as not to encroach onto adjacent property. In addition, prior to the oncoming of any reported storms or high tide/wind conditions, the Contractor shall close off all beach access routes by fill in dune cuts with sand to elevation +15.00 NGVD and a minimum of 30 feet wide at its crest.

#### **63. DAMAGE TO WORK**

The responsibility for damage to any part of the permanent work shall be as set forth in the article of the contract entitled "PERMITS AND RESPONSIBILITIES", However, if in the judgement of the Contracting Officer, any part of the permanent work performed by the contractor is damaged by flood, earthquake, hurricane, or tornado, which damage is not due to the failure of the contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump-sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump-sum prices applicable to any part of such work, an equitable adjustment, pursuant to Contract Clause 52.243-4 CHANGES, of the contract will be made as full compensation for the repairs of that part of the permanent work for which

there are no applicable contract unit or lump-sum prices. Except as herein provided, damage to all work and utilities, materials, equipment, and plant, including temporary construction and utilities, pavements, and other property along the routes used by the contractor's pipelines and/or land vehicles, shall be repaired to the satisfaction of the Contracting Officer, at the contractor's expense regardless of the cause of such damage.

#### **64. VERIFICATION OF SMALL BUSINESS UTILIZATION**

a. This clause is applicable to small business concerns whose contracts exceed \$1,000,000.

b. In accordance with the clause at FAR 52,219-8, entitled UTILIZATION OF SMALL BUSINESS CONCERNS AND DISADVANTAGED BUSINESS CONCERNS, in effect on the date of this contract, the Contracting Officer may survey the extent of small and small disadvantaged business utilization under this contract. The Contractor may be required to report to the Contracting Officer statistical data on the number and dollars amounts of subcontracting awards with small businesses and small disadvantaged businesses.

c. As appropriate, the Contracting Officer may require one or more follow-up reports to the initial report.

d. The Contractor agrees to insert this clause in any subcontract that may exceed \$1,000,000, including this subparagraph d.

#### **65. PARTNERSHIP IMPLEMENTATION PLAN**

To more effectively accomplish this contract, the Government proposes to form a partnership with the Contractor. This partnership would draw on the strengths of each organization in an effort to achieve a quality product within budget and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. The Contractor shall hire a facilitator who would be responsible to arrange for an offsite conference location, provide all workshop materials, and compile and distribute a completed partnering agreement to all participants within 30 days of the partnering session. Conference site location will be coordinated with the Contracting Officer for approval. Contractor should plan for the attendance of approximately 15-20 individuals from the Government in addition to the Contractor's and Sub-contractor's personnel. The costs associated with the partnership conference will be borne by the Contractor. It is anticipated that the partnership conference will be for one day each time and will be held on a monthly basis.

#### **66. GOVERNMENT RESIDENT MANAGEMENT SYSTEM**

The Government will utilize an in-house contract administration program entitled "Resident Manage System" (RMS). The Contractor shall utilize a Government furnished CQC Programming Module. See Section 01312 RESIDENT MANAGEMENT SYSTEMS (QCS) for requirements.

#### **67. PAYMENT FOR MATERIALS DELIVERED OFF-SITE**

Pursuant to the Contract Clauses in this contract titled "Payments Under Fixed-Price Construction Contracts", materials delivered to the Contractor at

locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the Contract Clauses are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the technical provisions, those materials which have been fabricated to the point where they are identifiable to an item of work required under this contract. Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the items in the prime contractor and including the value of materials and labor incorporated into the item.

#### **68. VEHICULAR AND OTHER TRAFFIC CONTROL**

The Contractor shall be required to provide and maintain barriers, flagmen and warning devices during construction and hauling operations which may interfere with vehicular and other traffic. The Contractor shall also be required to effect necessary traffic control as required by the appropriate agencies. All safety precautions shall be subject to the approval of the Contracting Officer.

#### **69. REPLACEMENT OF HYDRAULIC BEACH FILL**

If, before the contract is completed, beach erosion occurs in any section previously accepted, replacement of hydraulic beach fill at the contract unit price or less, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer. Replacement of hydraulic beach fill will be limited to 20% of the total quantities stated in Section 00010 of the Contract.

#### **70. MAINTENANCE OF BEACH ACCESS TO WORK AREAS**

Any beach access used by the Contractor shall be maintained so as to not encroach onto adjacent property. In addition, prior to the oncoming of an reported storms or high tides/wind conditions, the Contractor shall close off all beach access routes by filling dune cuts with sand to elevation +15.00' NGVD and a minimum of 30' wide at its crest.

- End of Section

## PROJECT IDENTIFICATION SIGN CIVIL PROJECT

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 in 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. The castle insignia will be furnished by the Government in pressure sensitive vinyl for affixing by the Contractor. See attached sheet for fabrication and mounting guidelines.

**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, Place below 10.5" Reverse Signature (6" Castle)  
Color: white  
Typeface: 1.25" Helvetica Regular

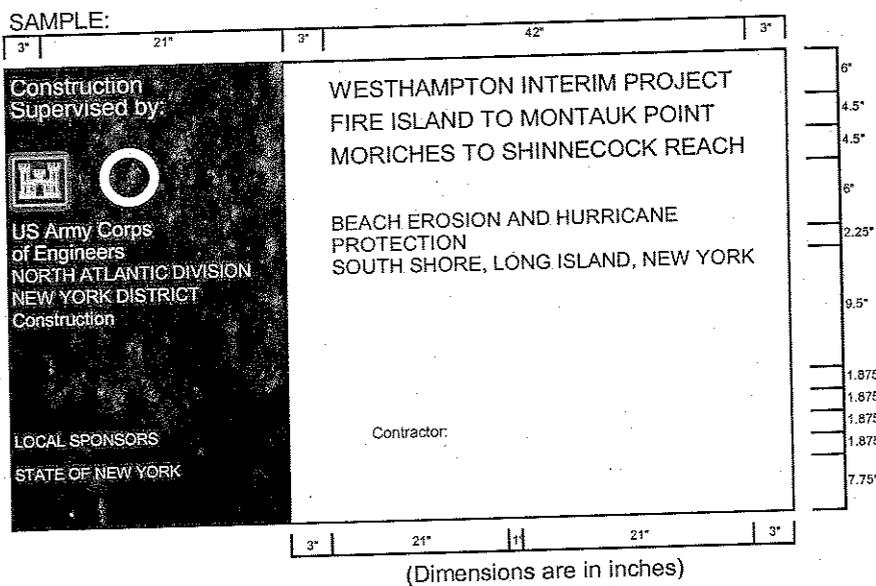
**Legend Group 3:** One-to three-line project title legend describes the work being done under this contract.  
Color: Black  
Typeface: 3" Helvetica Bold  
Maximum line length: 42"

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

**Legend Group 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	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4' x 6'	4' x 4'	HDC-3	48"	WH-RD/BK

Show non-Federal local partner's name and logo -  
**STATE OF NEW YORK**

\* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.

00800-39

## SAFETY PERFORMANCE SIGN

The graphic format, color, size and type-faces 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 Group 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 poster safety performance record.

**Legend Group 1:** Standard two-line title "Safety is a Job Requirement", with (8" dia.) Safety Green First Aid logo. Color: to match FMS 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".

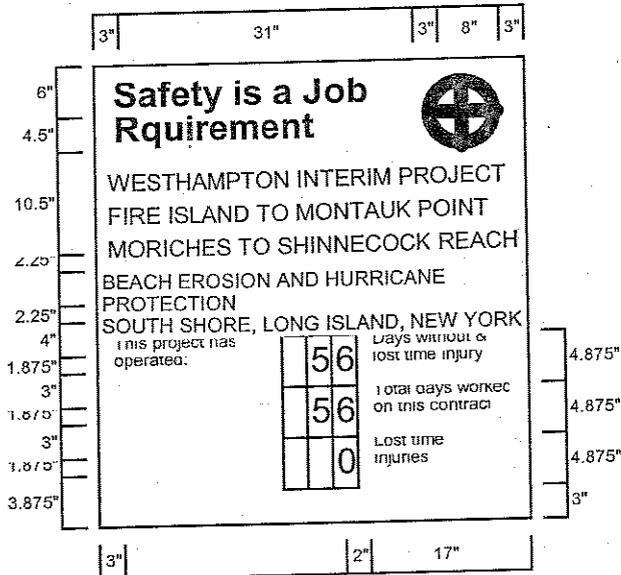
**Legend Group 3:** One- to two-line identification: name of prime contractor and city, state address. Color: black. Typeface: 1.5" Helvetica Regular. Maximum line length: 42".

**Legend Group 4:** Standard safety record captions as shown. Color: black.

Typeface: 1.25" Helvetica Regular.

Replaceable numbers are to be mounted on white, 300: aluminum plates and screw-mounted to background. Color: black. Typeface: 3" Helvetica Regular. Plate size: 2.5"x3".

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.

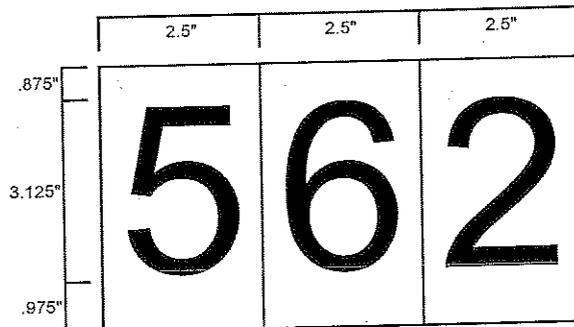


Dimensions inches.

See attached sheet for fabrication and mounting guidelines.

\* Refer to the U.S. Army Corps of Engineers, "Sign Standards Manual" EPS-310-1-6.

Sign Type	Legend Size	Panel Size	Post Size	Specifications Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4"x4"	4"x4"	HDO-3	.48"	WH/BK-GR



**US ARMY**  
CORPS OF ENGINEERS, NEW YORK DISTRICT



WESTHAMPTON INTERIM PROJECT  
FIRE ISLAND TO MONTAUK POINT  
MORICHES TO SHINNECOCK REACH

BEACH EROSION AND HURRICANE  
PROTECTION  
SOUTH SHORE, LONG ISLAND, NEW YORK

CONTRACTOR:

FUNDED BY: FEDERAL   %, LOCAL   %

COMPLETION DATE:

**FOR YOUR SAFETY**

1. DO NOT ENTER DESIGNATED WORK AREA.
2. OBEY ALL STATE AND LOCAL REGULATIONS  
CONCERNING PROHIBITED ACTIVITIES

DISTRICT ENGINEER COL. RICHARD J. POLO JR.

RED CASTLE

RED LETTERS

**PUBLIC SAFETY SIGN**

# Fabrication and Mounting Guidelines

AS 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 the attached sheets.

The sign panels are to be fabricated from 1/8" High Density Overlay Plywood. Panel preparation to follow HLU 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 Key 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 the attached sheets.

The 2"x4" Communications Key panel (to match FMS-U32) 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) 3/8" I-nuts from the front face of the HLU sign panel. Position holes as shown. Flange of I-nut to be flush with sign face.

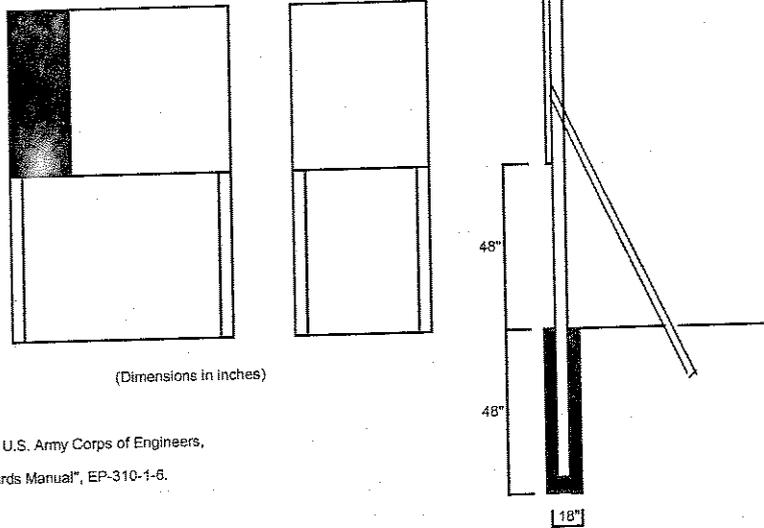
Apply graphic panel to prepared HLU plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4"x4" treated Douglas Fir or Southern Yellow Pine. No. 1 or better. Post to be 12" long. Drill six (6) 3/8" mounting holes in uprights to align with I-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4"x3/5").

Assemble sign panel and uprights. Embed assembled sign panel and uprights in 4" hole. Local soil conditions and/or wind loading may require putting additional 2"x4" struts on inside face of uprights to reinforce installation as shown.

Detailed specifications for HLU plywood panel preparation are provided in Appendix B.

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.



\*\* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EP-310-1-6.

## 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. \_\_\_\_\_

## Section 0900 Wage Rates

NY 030001 applies to the dredging work; NY 030013 (Heavy) applies to the shore work.

GENERAL DECISION: **NY20030001** 05/21/2004 NY1

Date: May 21, 2004

General Decision Number: **NY20030001** 05/21/2004

Superseded General Decision Number: NY020001

State: New York

Construction Types: Heavy Dredging

Counties: New York Statewide.

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
1	05/21/2004

\* ENGI0025-001 10/01/2003

STATEWIDE

	Rates	Fringes
Company Lead Dredgeman		
Lead Dredgeman.....	\$ 28.72	6.87+a+b
Dipper & Clamshell Dredge		
Boat Captain.....	\$ 22.80	6.27+a+b
Boat Master.....	\$ 23.89	6.87+a+b
Deckhand, Tug Deckhand.....	\$ 18.78	5.67+a+b
Engineer.....	\$ 25.37	6.87+a+b
Maintenance Engineer.....	\$ 24.24	6.27+a+b
Mate.....	\$ 22.64	6.27+a+b
Oiler.....	\$ 19.24	5.67+a+b
Operator.....	\$ 28.72	6.87+a+b
Scowman.....	\$ 18.53	5.67+a+b
Welder.....	\$ 23.87	6.27+a+b
Diver		
Diver.....	\$ 41.53	6.87+a+b
Standby Diver.....	\$ 27.85	6.87+a+b

Standby Tender.....\$ 23.26 6.27+a+b  
Tender.....\$ 32.11 6.87+a+b

Drag Bucket Dredge

Deckhand.....\$ 16.17 5.25+a+b  
Engineer.....\$ 21.41 6.45+a+b  
Maintenance Engineer.....\$ 21.21 5.85+a+b  
Mate.....\$ 19.82 5.85+a+b  
Operator.....\$ 25.09 6.45+a+b

Dredging Pipeline

Cable-Laying

Control Tower Operator.....\$ 25.55 6.87+a+b  
Diver Tender.....\$ 26.58 6.87+a+b  
Diver.....\$ 42.42 6.87+a+b  
Leverman.....\$ 28.83 6.87+a+b  
Line up Operator, End  
Prep.....\$ 18.47 5.67+a+b  
Rigger.....\$ 19.07 5.67+a+b

Drill Boats

Blaster.....\$ 23.81 6.45+a+b  
Core Driller.....\$ 18.56 5.25+a+b  
Driller.....\$ 23.55 6.45+a+b  
Engineer.....\$ 23.54 6.45+a+b  
Machinist.....\$ 23.30 5.85+a+b  
Oiler.....\$ 20.46 5.25+a+b  
Tug Captain.....\$ 19.53 5.85+a+b  
Tug Deckhand.....\$ 15.97 5.25+a+b  
Tug Master.....\$ 20.48 6.45+a+b  
Welder.....\$ 23.30 5.85+a+b

Engineer

1st.....\$ 25.55 6.87+a+b  
2nd, 3rd and 4th.....\$ 25.23 6.87+a+b  
Electrician.....\$ 25.68 6.87+a+b  
Electro Hydro Technician....\$ 20.79 6.27+a+b  
Tug Captain.....\$ 23.44 6.87+a+b  
Tug Master.....\$ 26.80 6.87+a+b

Hydraulic Dredge

Asst. Fill Placer.....\$ 22.45 6.87+a+b  
Boat Captain.....\$ 22.80 6.27+a+b  
Boat Master.....\$ 23.88 6.87+a+b  
Chief Mate.....\$ 24.47 6.87+a+b  
Chief Welder.....\$ 25.13 6.87+a+b  
Deckhand.....\$ 18.78 5.67+a+b  
Engineer.....\$ 24.82 6.87+a+b  
Fill Placer.....\$ 24.47 6.87+a+b  
Janitor/Porter.....\$ 18.14 5.67+a+b  
Leverman.....\$ 28.72 6.87+a+b  
Maintenance Engineer.....\$ 24.24 6.27+a+b  
Mate.....\$ 22.64 6.27+a+b  
Messman.....\$ 18.14 5.67+a+b  
Night Cook.....\$ 18.65 5.67+a+b  
Oiler.....\$ 19.24 5.67+a+b

Shoreman.....	\$ 18.55	5.67+a+b
Spider Barge Operator.....	\$ 23.66	6.27+a+b
Steward.....	\$ 22.59	6.87+a+b
Welder-Dredge.....	\$ 23.86	6.27+a+b

Tug Boats over 1000 H.P.  
with master or captain  
having license endorsed  
for 200 miles off shore

Tug Captain.....	\$ 24.34	6.87+a+b
Tug Chief Engineer.....	\$ 23.60	6.27+a+b
Tug Deckhand.....	\$ 18.78	5.67+a+b
Tug Engineer.....	\$ 23.13	6.27+a+b

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, 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.

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

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

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

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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, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

GENERAL DECISION: NY20030013 07/30/2004 NY13

Date: July 30, 2004

General Decision Number: **NY20030013** 07/30/2004

Superseded General Decision Number: NY020013 sg 8/4/04

State: New York

Construction Types: Building, **Heavy**, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

**BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories), HEAVY CONSTRUCTION PROJECTS, HIGHWAY CONSTRUCTION PROJECTS**

Modification Number    Publication Date

0	06/13/2003
1	02/27/2004
2	04/09/2004
3	04/23/2004
4	05/14/2004
5	05/28/2004
6	06/11/2004
7	07/16/2004
8	07/23/2004
9	07/30/2004

ASBE0012-001 06/28/2004

Rates            Fringes

Asbestos Workers/Insulator includes application of all insulating materials, protective coverings,coatings and finishing to all types of mechanical systems.....	\$ 40.36	22.86
Hazardous Material Handler.....	\$ 24.00	6.20

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BOIL0005-001 09/01/2003

Rates            Fringes

Boilermaker.....	\$ 39.50	24.40+a
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FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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BRNY0001-001 07/01/2003

Rates            Fringes

Bricklayer.....	\$ 36.42	20.31
Stonemason.....	\$ 37.36	10.67

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CARP0007-016 07/01/2002

	Rates	Fringes
Carpenters:		
Building.....	\$ 32.42	22.23
Heavy & Highway.....	\$ 32.42	22.23
Residential.....	\$ 24.00	14.41

-----  
 CARP0740-001 07/01/2003

	Rates	Fringes
Millwright.....	\$ 37.06	30.46

-----  
 CARP1456-009 07/01/2003

	Rates	Fringes
Carpenters:		
DIVERS TENDERS.....	\$ 34.25	26.05
DIVERS.....	\$ 46.30	26.05
DOCKBUILDERS.....	\$ 37.70	26.05
PAPERHANGERS.....	\$ 23.88	10.48
PILEDRIVERMAN.....	\$ 37.70	26.05
SOFT FLOOR LAYERS.....	\$ 38.78	26.05

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 CARP1536-001 07/01/2003

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 34.47	26.05

-----  
 ELEC0025-001 05/01/2004

	Rates	Fringes
Electrician.....	\$ 42.00	23.76

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 ELEC0025-002 05/01/2004

	Rates	Fringes
Electricians:		
Maintenance Unit.....	\$ 33.59	35.5%+2.96
Telephone Unit.....	\$ 30.69	47.5%+1.14
Wiring or single or multiple family dwellings and apartments up to and including 2 stories	\$ 27.20	13.44
Wiring or single or multiple family dwellings and apartments up to and including 2 stories.....	\$ 27.20	13.44

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 ELEC1049-002 04/04/2004

Rates Fringes

Line Construction:

Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment;

Groundman.....	\$ 21.12	12.60
Heavy Equipment Operator....	\$ 28.16	12.60
Lineman & Cable Splicer....	\$ 35.20	12.60
Tree Trimmer.....	\$ 22.28	7.76

-----  
ELEV0001-002 03/17/2004

Rates Fringes

Elevator Mechanic

Elevator Constructor.....	\$ 41.10	19.697+a
Modernization and Repair....	\$ 32.95	18.563+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

PAID VACATION: Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 5 years of service, and 6% for employees with less than 5 years of service.

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ENGI0138-001 06/01/2004

BUILDING CONSTRUCTION

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 39.72	23.79+a
GROUP 2.....	\$ 37.67	23.79+a
GROUP 3.....	\$ 36.32	23.79+a
GROUP 4.....	\$ 33.58	23.79+a
GROUP 5.....	\$ 32.20	23.79+a

NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50

Oiler on truck cranes with boom length of 100 ft. or more  
.25

FOOTNOTE:

a. Paid Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday or President's Day (in lieu of Lincoln's or Washington's Birthday), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on a Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler capacity over cater- pillar 225 and lomatsu 300, Boiler (thermoplastic), Cherry picker, over 50 tons, CMI or maxim spreader, concrete pump (with oiler), crane (crawler truck), crane (on barge), crane (stone setting), crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drum), loading machine (bucket cap of 10 yds or over micro -trap, with compressor (negative air machine), milling machine, large pile driver, power winch, Stone setting/structural steel, power winch (truck mounted/stone steel) powerhouse, road paver scoop, carry -all, scraper in tandem shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self propelled tank work), zamboni (ice machine)

GROUP 2: Backhoe, boom truck, bulldozer, cherypicker, conveyor (multi), dinky locomotive, forklift, hoist, 2 drum, loading machine, loading machine (front end) mechanical compactors, (machine drawn), mulch machine (machine-fed), power winch, other than stone/structural steel, power winch (truck mounted other than stone steel) pump (hydraulic, with boring machine), roller, (asphalt), scoop (carry-all scraper), tower crane (maintenance man), trenching machine

GROUP 3: Compressor (structural steel), Compressor (2 or more in battery), concrete finishing mchine, concrete spreader, conveyor, curb machine (asphalt or concrete), curing machine, fireman, hoist (1 drum), micro-trap, (self contained, negative air machine), pump (4 inches or over), pump (hydraulic), pump (jet), pump (sumbersible), pump (well point), pulvi-mixer, ridge cutter, roller (dirt), striping machine, vac-all, welding and burning, welding machine (pile work), welding machine (structural steel)

GROUP 4: Compressor, compressor (on crane), compressor (pile work), compressor (stone setting), concrete breaker, concrete saw or cutter, forklift (walk behind, power operated), generator-pile work, generator, hydra hammer, mechanical compactors (hand operated), oiler (truck crane), pin puller, portable heaters, powerbroom, power buggies, pump (double action diaphragm), pump (gypsum), trench machine (hand), welding machine

GROUP 5: Batching plant (on site of job), generator (small), mixer (with skip), mixer (2 small with or without skip), mixer (2 bag or over, with or without skip), mulch machine, oiler, pump (centrifugal, up to 3 inches), root cutter, stump chipper, tower crane (oiler), tractor (caterpillar or wheel vibrator)

-----  
 ENGI0138-002 06/01/2004

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 40.81	23.79+a
GROUP 2.....	\$ 38.09	23.79+a
GROUP 3.....	\$ 36.72	23.79+a
GROUP 4.....	\$ 33.99	23.79+a
GROUP 5.....	\$ 32.62	23.79+a
GROUP 6.....	\$ 26.66	8.95+10%

NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50

Truck and Crawler Cranes long boom premiums:

boom lengths (including jib) 100-149 ft	.50
boom lengths (including jib) 150-249 ft	.75
boom lengths (including jib) 250-349 ft	1.00
boom lengths (including jib) 350 ft	1.50

Cranes using clamshell buckets	.25
Front end loader 10 yds and above	.25
Oiler on truck cranes with boom length of 100 ft. or more	.25

FOOTNOTE:

a. Paid Holidays: New Years Day, Lincoln's Birthday, Washington's Birthday or Presidents Day (in lieu of Lincoln's or Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on Saturday will be celebrated

on Friday.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler (capacity over caterpillar 225 and komatsu 300), boiler (thermoplastic), boring machine (post hole), cgherry picker (over 50 ton), CMI or maxim spreader, concrete pump, with oiler, crane (crawler truck), crane (on barge), crane (stone setting) crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drums), loading machine (bucket) capacity of 10 yards or over, micro-trap (with compressor-negative air machine), milling machine (large), piledriver, power winch (stone setting structural steel), power winch (truck mounted/stone steel), power-house, road paver, scoop, carry all (scraper in tandem), shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self-propelled), tank work, tower crane

GROUP 2: Bulldozer, Backhoe, Boom Truck, Boring machine/augur, Cherrypicker, Conveyor (multi), Dinky Locomotive, Forklift, Hoist (2 drum), Loading Machine, Loading Machine (front end), Mechanical Compactor (machine drawn), Mulch Machine (machine- fed), Power Winch (other than stone/structural steel), Power Winch (truck mounted/other than stone steel), Pump Hydraulic (with boring machine), Roller (asphalt), Scoop (carry-all, scraper), Tower Crane (maintenance man), Trenching Machine, Vermeer Cutter, Work Boat

GROUP 3: Curb Machine (asphalt or concrete), Maintenance Engineer (small equipment), Maintenance engineer (well-point) Mechanic (fieldman), Micro-Trap (self contained, negative air machine), Milling Machine (small), Pulvi-mixer, Pump (4 inches or over), Pump Hydraulic, Pump Jet, Pump Submersible, Pump (well point), Roller Dirt, Vac-All, Welding and burning, Compressor (structural steel), Compressor (2 or more battery), Concrete Finishing Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (one drum), Ridge Cutter, Striping Machine, Welding Machine (pile work), Welding Machine (structural Steel).

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Grinder, Mixer (with skip), Mixer (2 small with or without

skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers

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 IRON0046-003 07/01/2002

	Rates	Fringes
Ironworker METALLIC LATHERS.....	\$ 31.05	23.03

-----  
 IRON0197-001 07/01/2003

	Rates	Fringes
Ironworker STONE DERRICKMAN.....	\$ 35.76	29.07

-----  
 IRON0361-001 07/01/2003

	Rates	Fringes
Ironworker (STRUCTURAL).....	\$ 36.20	36.93

-----  
 IRON0580-001 07/01/2003

	Rates	Fringes
Ironworker, Ornamental.....	\$ 35.65	28.50

-----  
 LABO0066-001 07/01/2004

BUILDING

	Rates	Fringes
Laborers:		
Laborers.....	\$ 25.85	19.27
Plasterers tenders.....	\$ 25.85	19.27

-----  
 LABO0078-001 12/01/2003

	Rates	Fringes
Asbestos Worker ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials,		

Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc.....	\$ 25.50	6.81
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LABO1298-001 06/01/2004

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
Asphalt Rakers; Formsetters.....	\$ 29.00	17.17+a
Asphalt Shovelers, Roller		
Boys & Tampers.....	\$ 28.23	17.17+a
Regular Laborers.....	\$ 25.90	17.17+A

FOOTNOTES:

Laborers working in a hazardous material hot zone shall receive an additional 20% premium.

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 20% night work premium for the 8 hours worked during the night.

Firewatch work performed after regular hours shall be paid an additional 10% premium. Second and Third Shift work will be paid at a 10% premium.

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PAIN0009-002 05/01/2002

	Rates	Fringes
Painters:		
GLAZIERS.....	\$ 32.20	20.17
Painters, Drywall Finishers.....	\$ 30.25	15.42
Spray, Scaffold,		
Sandblasting.....	\$ 33.25	15.42
Structural Steel (over 20 ft), Sandblasting.....	\$ 33.25	15.42

-----  
PAIN1974-002 07/03/2002

	Rates	Fringes
Painters:		
DRYWALL TAPERS/POINTERS.....	\$ 33.82	

-----  
PLAS0260-003 07/01/1999

	Rates	Fringes
Plasterer.....	\$ 27.91	15.16

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\* PLAS0780-001 07/01/2004

	Rates	Fringes
Cement Mason.....	\$ 40.00	21.10

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PLUM0200-001 11/01/2002

	Rates	Fringes
Plumber		
BUILDING CONSTRUCTION:.....	\$ 40.19	20.08
RESIDENTIAL CONSTRUCTION:....	\$ 17.18	5.70

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PLUM0638-001 12/01/2003

	Rates	Fringes
Plumber		
SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS, STEAMFITTERS.....	\$ 39.82	28.57

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

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ROOF0154-001 10/01/2000

	Rates	Fringes
Roofer.....	\$ 27.50	18.79

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SHEE0028-002 01/29/2004

	Rates	Fringes
Sheet metal worker.....	\$ 39.49	27.48

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TEAM0282-002 07/01/2004

	Rates	Fringes
Truck drivers:		
Asphalt.....	\$ 30.685	23.6025+a+b

Euclids & turnapulls.....\$ 31.25 23.6025+a+b  
High Rise.....\$ 32.31 23.6525+a+b

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

b.VACATION: For each 15 days worked with the contract year an employee will receive one day vacation with pay, maximum vacation of 3 weeks per year. In addition, an employee who qualifies for two weeks (10 days) vacation or more with pay and who has been continuously employed by his employer for six years before the close of any contract year, shall be entitled to one extra day vacation; seven years before the close of any contract year, shall be entitled to two extra days vacation; eight years before the close of any contract year, shall be entitled to three extra day vacation; nine years before the close of any contract year, shall be entitled to four extra day vacation; ten years before the close of any contract year or over shall be entitled to three weeks paid vacation with pay, but in no event shall any employee be entitled to more than three weeks vacation pay per year.

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

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

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

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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, DC 20210

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

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

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

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

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

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

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**SECTION 00901**

**REPORT OF OPERATIONS FORM**

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES						REPORT CONTROL SYMBOL ENGFORM-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 OF PERIOD	
	NAME AND TYPE			SIZE		PIPELINE		DIPPER OR BUCKET	
DREDGE	HORSEPOWER OF		DREDGE PUMP		SUCTION PIPE JET		CUTTER OR BUCKET		PROPULSION
	NUMBER OF CREW MEMBERS		DREDGE	SHORE	OTHER PLANT	TOTAL	WORK SCHEDULE	SHIFTS PER DAY	DAYS PER WEEK
PROJECT AND BAR	NAME				AUTH DIMENSIONS		WIDTH	DEPTH	OVERDEPTH
	LOCATION (include station numbers)								
CHARACTER OF MATERIAL	ABSOLUTE DENSITY			IN PLACE DENSITY			VOIDS RATIO		
	GRAM SIZE			GRAM SIZE			GEOLOGICAL CLASSIFICATION		
CONTRACT OR DREDGING ORDER	NUMBER		CONTRACTOR		HIRED LABOR		TOTAL NO OF DAYS ON WHICH WORK WAS DONE		
CHANNEL CONDITION	AVERAGE DEPTH		BEFORE DREDGING		AFTER DREDGING		MINIMUM SOUNDING		AFTER DREDGING
	RIVER STAGE		MINIMUM		TIME		MAXIMUM		TIME
WEATHER CONDITION	WEATHER (clear, cloudy, rain, snow, and fog)					VISIBILITY		WIND (maximum velocity & direction)	
						miles			
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 (see 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 (see place)					WAITING FOR BOOSTER				
AMOUNT PREVIOUSLY REPORTED:					MINOR OPER. REPAIRS (explain in remarks)				
(1) GROSS (computed amount)					WAITING FOR ATTENDANT PLANT				
(2) CREDITED (see 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 (see place)					SUNDAYS AND HOLIDAYS				
ATTENDANT PLANT									
ITEM	NAME OR NUMBER			HOURS	FIRE DRILL				
					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)				
NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL		BY DIV & OCE PERSONNEL		TOTAL LOST 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)				PERCENTAGE OF TOTAL TIME				
					%				
					TOTAL TIME IN PERIOD				

# REPORT OF OPERATIONS – HOPPER DREDGES

RCS: DAEN-CWO-13

TO: COMMANDER/DIRECTOR  
U.S. ARMY WATER RESOURCES SUPPORT CENTER  
ATTN: WRSC-D, FORT BELVOIR, VA 22060

DISTRICT

DREDGE

EXACT LOCATION OF WORK

- MAINTENANCE  
 NEW WORK  
 CONSOLIDATED  
 JOB REPORT

PERIOD

AV. NUMBER OF PERSONS IN CREW

AV. LENGTH OF CUT	FT.	CHARACTER OF MATERIAL			
AV. WIDTH OF CUT	FT.	ABSOLUTE DENSITY	GMS/LITER	IN PLACE DENSITY	GMS/LITER
AV. DISTANCE TO DUMP	MILES	VOIDS RATIO	GRAIN SIZES: D <sub>75</sub> —	MM. D <sub>50</sub> —	MM. D <sub>30</sub> —
HOPPER CAPACITY	CU. YDS.	AV. VOLUME OF WATER	CU. YDS.	AV. UNFILLED CAPACITY	CU. YDS.

NAVIGATION AND OTHER AIDE, INCLUDING STATEMENT AS TO ADEQUACY

WORK PERFORMED				DISTRIBUTION OF TIME		
CUBIC YARDS	THIS PERIOD	PREVIOUSLY	TO DATE	EFFECTIVE WORKING TIME (Chargeable to Cost of Work)	HOURS	MINUTES
A. HAULED				DREDGING AND HAULING		
B. AGITATED					PUMPING	
C. PAT PLACE (Credited)				TURNING		
D. EXCESS					TO AND FROM DUMP	
E. NATURAL SHOALING OR SCOURING				DUMPING		
F. TOTAL (CLE)					TOTAL	
NUMBER OF LOADS HAULED		NUMBER OF TEST LOADS		AGITATION		
AV. LOAD	CU. YDS.	AV. ECONOMIC LOAD	CU. YDS.	PUMPING AND TURNING		
AV. PUMPING TIME		AV. ECONOMIC PUMPING TIME	MIN.	TOTAL EFFECTIVE WORKING TIME		
ATTENDANT PLANT						
NAME OF PLANT	TYPE	HOURS	PERCENTAGE OF RENTAL TIME			
			NONEFFECTIVE WORKING TIME (Chargeable to Cost of Work)			
			TAKING ON FUEL AND SUPPLIES			
			TO AND FROM BERTH OR ANCHORAGE			
			LOS DUE TO OVERTIME MATERIAL ELEMENTS			
			LOS DUE TO TRAFFIC AND BRIDGES			
			MOTOR OPERATING REPAIRS			
			TRANSFERING BETWEEN WORKS			
			LAY TIME			
			FIRE AND BOAT DRILLS			
			MISCELLANEOUS			
			TOTAL NONEFFECTIVE WORKING TIME			
OPERATING SUPPLIES				PERCENTAGE OF RENTAL TIME		
COMMODITIES	CONSUMED		INVENTORY		TOTAL RENTAL TIME	
	UNIT	QUANTITY	QUANTITY	VALUE	PERCENTAGE OF TOTAL TIME	
FUEL (Oil)	BARLS.				LOST TIME (Not Chargeable to Cost of Work)	
LUBRICANTS (Oil)	GALS.				MAJOR REPAIRS AND ALTERATIONS	
LUBRICANTS (Grease)	LB.				CESSATION	
WATER	GALS.				COLLISIONS	
SUBSISTENCE SUPPLIES					TOTAL LOST TIME	
MISCELLANEOUS SUPPLIES					PERCENTAGE OF TOTAL TIME	
TOTAL					TOTAL TIME IN PERIOD	
MISCELLANEOUS DATA						
NUMBER OF INSPECTIONS BY FIELD SUPERVISORY PERSONNEL				PERCENT OF TOTAL PUMPING TIME GAS EJECTION IN USE		
NUMBER OF INSPECTIONS BY OFFICE SUPERVISORY PERSONNEL				HOURS DURING PERIOD BAD AX IN USE		

FORM 1 MAY 79 27

EDITION OF 1 FEB 75 IS OBSOLETE

(ER 37-2-10)

00901-2

# REPORT OF OPERATIONS — HOPPER DREDGES

RCS: DAEN-CWO-13

TO: COMMANDER/DIRECTOR  
U.S. ARMY WATER RESOURCES SUPPORT CENTER  
ATTN: WRSC-D, FORT BELVOIR, VA 22060

DISTRICT

DREDGE

EXACT LOCATION OF WORK

- MAINTENANCE  
 NEW WORK  
 CONSOLIDATED  
 JOB REPORT

PERIOD

AV. NUMBER OF PERSONS IN CREW

AV. LENGTH OF CUT FT.

CHARACTER OF MATERIAL

AV. WIDTH OF CUT FT.

ABSOLUTE DENSITY

QMS/LITER

IN PLACE DENSITY

QMS/LITER

WATER DENSITY

QMS/LITER

AV. DISTANCE TO DUMP MILES

WORDS RATIO

GRAIN SIZES: D<sub>25</sub>—

MM. D<sub>50</sub>—

MM. D<sub>90</sub>—

MM.

HOPPER CAPACITY CU. YDS.

AV. VOLUME OF WATER

CU. YDS.

AV. UNFILLED CAPACITY

CU. YDS.

NAVIGATION AND OTHER AIDS, INCLUDING STATEMENT AS TO ADEQUACY

### WORK PERFORMED

### DISTRIBUTION OF TIME

CUBIC YARDS	THIS PERIOD	PREVIOUSLY	TO DATE	EFFECTIVE WORKING TIME (Chargeable to Cost of Work)	HOURS	MINUTES
A. HALLED						
B. AGITATED				DREDGING AND HAULING		
C. PAY PLACE (Credited)				PUMPING		
D. EXCESS				TURNING		
E. NATURAL SHOALING OR SCOURING				TO AND FROM DUMP		
F. TOTAL (CSE)				DUMPING		
NUMBER OF LOADS HALLED				AGITATION		
AV. LOAD CU. YDS.	AV. ECONOMIC LOAD		CU. YDS.	PUMPING AND TURNING		
AV. PUMPING TIME	AV. ECONOMIC PUMPING TIME		MIN.	TOTAL EFFECTIVE WORKING TIME		

NAME OF PLANT	TYPE	HOURS	PERCENTAGE OF RENTAL TIME
			TAKING ON FUEL AND SUPPLIES
			TO AND FROM WHARF OR ANCHORAGE
			LOSSES DUE TO DIPPING MATERIAL ELEMENTS
			LOSSES DUE TO TRAFFIC AND BRIDGES
			MINOR OPERATING REPAIRS
			TRANSFERRING BETWEEN WORKS
			LAY TIME
			FINE AND BOAT DRILLS
			MISCELLANEOUS
			TOTAL NON-EFFECTIVE WORKING TIME

COMMODITIES	CONSUMED		INVENTORY		PERCENTAGE OF RENTAL TIME
	UNIT	QUANTITY	QUANTITY	VALUE	
FUEL (OH)	MBLS.				TOTAL RENTAL TIME
LUBRICANTS (OH)	GALS.				PERCENTAGE OF TOTAL TIME
LUBRICANTS (Grass)	LSL.				LOST TIME (Not Chargeable to Cost of Work)
WATER	GALS.				MAJOR REPAIRS AND ALTERATIONS
SUBSISTENCE SUPPLIES					CESSATION
MISCELLANEOUS SUPPLIES					COLLISIONS
					TOTAL LOST TIME
					PERCENTAGE OF TOTAL TIME
					TOTAL TIME IN PERIOD

### MISCELLANEOUS DATA

NUMBER OF INSPECTIONS BY FIELD SUPERVISORY PERSONNEL	PERCENT OF TOTAL PUMPING TIME GAS EJECTION IN USE
NUMBER OF INSPECTIONS BY OFFICE SUPERVISORY PERSONNEL	HOURS DURING PERIOD RADAR IN USE

FORM 1 MAY 79 27

EDITION OF 1 FEB 75 IS OBSOLETE

(ER 37-2-10)

00901-2

**COST DATA**

ITEMS	COST
PAYROLLS (gross) .....	\$ .....
LESS SUBSISTENCE AND QUARTERS .....	\$ .....
SUBSISTENCE .....	.....
FUEL ..... BBLs. AT \$ .....	.....
WATER .....	.....
LUBRICANTS .....	.....
PLANT RENTAL .....	.....
INSURANCE .....	.....
ATTENDANT PLANT .....	.....
MISCELLANEOUS .....	.....
TOTAL PLANT OPERATING COST .....	.....
\$..... HAULED \$..... AGITATED .....	.....
SURVEYS .....	\$ .....
INSPECTION AND SUPERVISION .....	.....
OVERHEAD .....	.....
OTHER INDIRECT COSTS .....	.....
SUBTOTAL .....	.....
TOTAL COST .....	.....

TOTAL COST PER CUBIC YARD:				} FORMULA: EXCESS YARDAGE ----- X TOTAL COST EXCESS + CREDIT { + SHOALING - SCOURING
CREDITED	CREDITED	+ SHOALING - SCOURING	TOTAL COST TO REMOVE EXCESS	
JOB EST. .... \$ .....	\$ .....		\$ .....	
THIS PERIOD . \$ .....	\$ .....		\$ .....	
JOB TO DATE . \$ .....	\$ .....		\$ .....	
OPERATING COST PER MINUTE AT WORK .....			\$ .....	

*(Based on effective plus noneffective time)*

**DATA FROM PLANT COST AND RENTAL LEDGERS**

BOOK VALUE .....	19 .....	\$ .....
BALANCE IN PLANT RENTAL ACCOUNT .....		.....
ADDITIONS AND BETTERMENTS TO VESSELS .....		.....
ANNUAL { COSTS CHARGED TO PLANT RENTAL:	DEPRECIATION .....	.....
	CESSATION OF WORK .....	.....
	REPAIRS TO HULL .....	.....
	REPAIRS TO MACHINERY .....	.....
	SMALL TOOLS, ROPE, ETC. ....	.....
	TOTAL .....	.....

.....  
CHIEF BUDGET AND ACCOUNTS BRANCH

**REMARKS**

SUBMITTED BY	RECOMMENDED	APPROVED
TITLE	TITLE	TITLE CORPS OF ENGINEERS DISTRICT ENGINEER

00901-4

**SECTION 00902**

**COMPOSITE GRAIN SIZE DISTRIBUTION  
CURVES AND GRAIN SIZE SCALES FOR  
SAND SEDIMENTS**

COMPOSITE GRAIN SIZE DISTRIBUTION CURVES FOR SAND SEDIMENTS AND  
GRAIN SIZE SCALES FOR SEDIMENTS

The grade scale most commonly used for sediments is the Wentworth (1922) scale which is a logarithmic scale in that each grade limit is twice as large as the next smaller grade limit. The scale starting at 1 mm. and changing by a fixed ratio of 2 was introduced by J. A. Udden (1898), who also names the sand grades we use today. However, Udden drew the gravel/sand boundary at 1 mm. and used different terms in the gravel and mud division. For more detailed work, sieves have been constructed at intervals  $2\sqrt{2}$  and  $1\sqrt{2}$ . The  $\phi$  (phi) scale, devised by Krumbein, is a much more convenient way of presenting data than if the values are expressed in millimeters, and is used almost entirely in recent work.

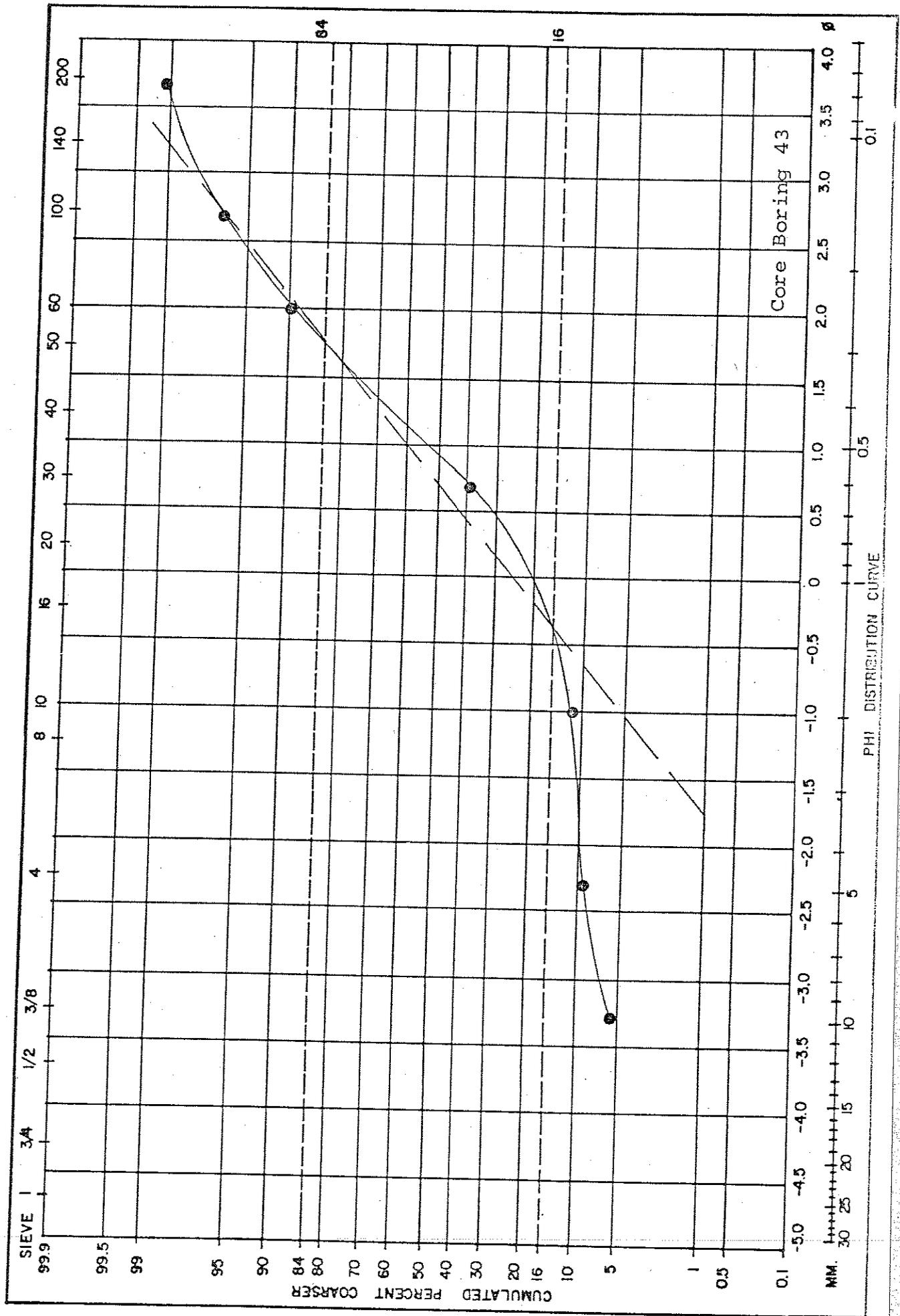
U.S. Standard Sieve Mesh #	Millimeters	Microns	Phi ( $\phi$ )	Wentworth Size Class
	4096		-12	
	1024		-10	Boulder (-8 to -12 $\phi$ )
Use _____ wire _____ squares _____	256		-8	
5 _____	64		-6	Cobble (-6 to -8 $\phi$ )
6 _____	16		-4	Pebble (-2 to -6 $\phi$ )
7 _____	4		-2	
8 _____	3.36		-1.75	
10 _____	2.83		-1.5	Granule
12 _____	2.38		-1.25	
14 _____	2.00		-1.0	
16 _____	1.68		-0.75	
18 _____	1.41		-0.5	Very coarse sand
20 _____	1.19		-0.25	
25 _____	1.00		0.0	
30 _____	0.84		0.25	
35 _____	0.71		0.5	Coarse sand
40 _____	0.59		0.75	
45 _____	0.50	500	1.0	
50 _____	0.42	420	1.25	
60 _____	0.35	350	1.5	Medium sand
70 _____	0.30	300	1.75	
80 _____	0.25	250	2.0	
100 _____	0.210	210	2.25	
120 _____	0.177	177	2.5	Fine sand
140 _____	0.149	149	2.75	
170 _____	0.125	125	3.0	
200 _____	0.105	105	3.25	
230 _____	0.088	88	3.5	Very fine sand
270 _____	0.074	74	3.75	
325 _____	0.0625	62.5	4.0	
	0.053	53	4.25	
	0.044	44	4.5	Coarse silt
	0.037	37	4.75	
	0.031	31	5.0	
	0.0156	15.6	6.0	Medium silt
Analyzed _____ by _____	1/128	7.8	7.0	Fine silt
Pipette _____	1/256	3.9	8.0	Very fine silt
	0.0020	2.0	9.0	
	0.00098	0.98	10.0	
or _____	0.00049	0.49	11.0	Clay
	0.00024	0.24	12.0	
Hydrometer _____	0.00012	0.12	13.0	
	0.00006	0.06	14.0	

Borrow Area Coordinates Long Island Lambert NAD83

Area	Corner	Easting	Northing
Westhampton 4B	1	1,338,150	216,7773
Westhampton 4B	2	1,340,300	217,565
Westhampton 4B	3	1,340,850	216,055
Westhampton 4B	4	1,338,770	215,238
Westhampton 5A	1	1,361,450	228,350
Westhampton 5A	2	1,366,900	230,600
Westhampton 5A	3	1,367,020	230,035
Westhampton 5A	4	1,365,190	229,204
Westhampton 5A	5	1,365,580	228,238
Westhampton 5A	6	1,362,690	227,094
Westhampton 5A	7	1,362,270	228,213
Westhampton 5A	8	1,361,600	227,966
Shinnecock	1	1,416,642.29	250,533.69
Shinnecock	2	1,418,366.34	251,332.24
Shinnecock	3	1,418,612.05	249,871.15
Shinnecock	4	1,416,888.00	249,072.60

Borrow Area Core  
Long Island Lambert Coordinates

Borrow Area	Core Number	Northing	Easting
Westhampton 4B	CB 43	1,339,241.6	216,479.7
Westhampton 5A	VC98-18	1,364,247.3	228,304.4
Westhampton 5A	VC98-20	1,362,289.7	228,578.1
Shinnecock	4	1,416,049.2	250,111.9
Shinnecock	5	1,417,725.5	248,753.4
Shinnecock	7	1,419,311	252,553.7

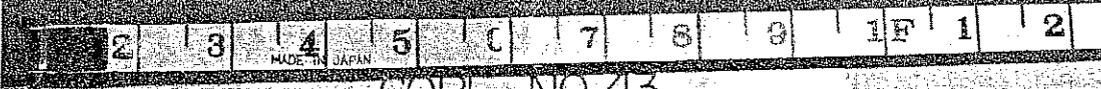


0.0

SW  
GP

1.1

SM  
OL



CORE NO. 43

2.6  
SW

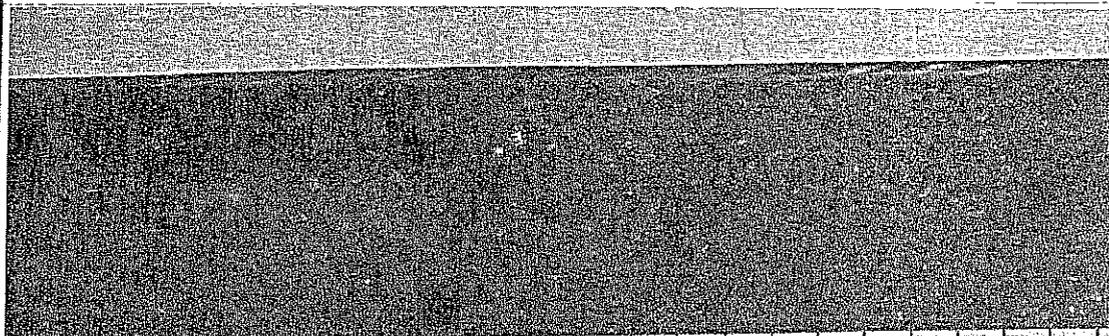
Contract No. DACW51-75-C-0050

GW

Gray c-f SAND, some m-f Gravel, trace Silt to 1.1'.

3.0

Gray m-f SAND, little Organic Silt to 2.6'.

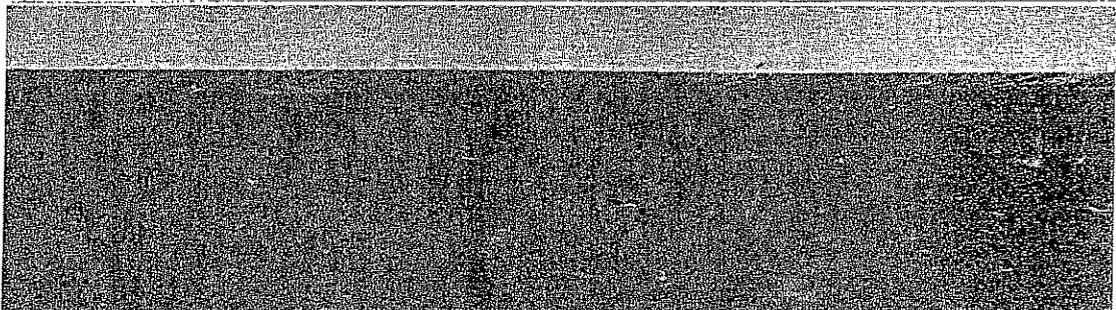


CORE NO. 43

SP

Contract No. DACW51-75-C-0050

Tannish gray c-f SAND, and c-f Gravel, trace Silt to 3.0'.  
Tan c-f<sup>+</sup> SAND, trace f Gravel, trace Silt, trace shells.



7.8



SW

CORE NO. 43

Contract No. DACW51-75-C-0050

Same as above to 7.8'.

Gray and tan c-f SAND, little c-f Gravel, trace Silt.

10.0

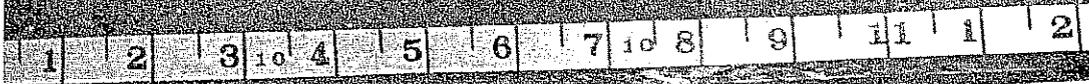
# LOG OF CORE BORING 43

PLATE NO. A 43A

10.0

SW

10.7

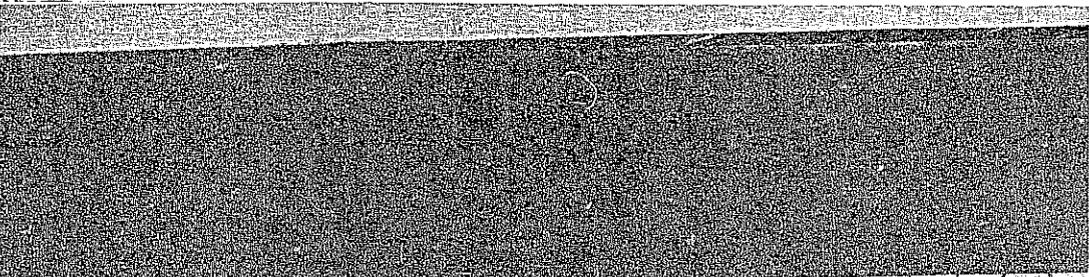


CORE NO. 43

Contract No. DACW51-75-C-0050

Same as above to 10.7'.

Grayish tan c-f<sup>+</sup> SAND, trace f Gravel, trace Silt.



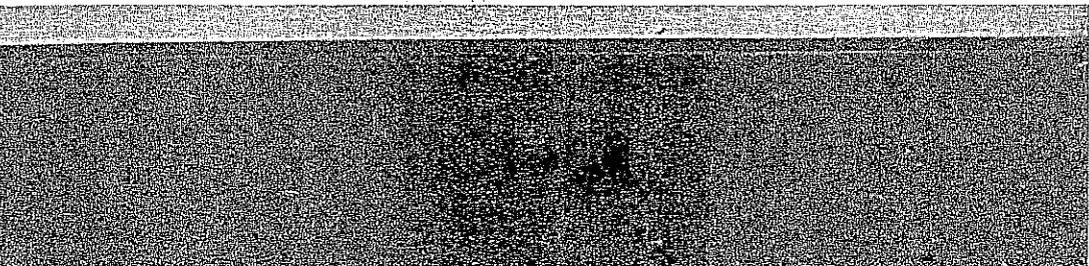
SP



CORE NO. 43

Contract No. DACW51-75-C-0050

Same as above.



CORE NO. 43

Contract No. DACW51-75-C-0050

Same as above to 20.0'.

20.0

# LOG OF CORE BORING 43

PLATE NO. A 43B

# DRILLING LOG

DIVISION  
North Atlantic

INSTALLATION  
New York District

SHEET 1  
OF 1

1. PROJECT FHP Reformulation Study W.O.#8	10. SIZE AND TYPE OF BIT 4" VIBRACORE
2. LOCATION (Coordinates of Station) X=1364247.300 Y=228304.400	11. DATUM FOR ELEVATION SHOWN (TBM or MSL) NAVD
3. DRILLING AGENCY ALPINE OCEAN SURVEY, INC.	12. MANUFACTURER'S DESIGNATION OF DRILL PNEUMATIC VIBRACORE
4. HOLE NO. (As shown on drawing title and file number) VC88-18	13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN disturbed: 1 undisturbed: 4
5. NAME OF DRILLER	14. TOTAL NUMBER OF CORE BOXES 0
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED	15. ELEVATION GROUND WATER
7. THICKNESS OF BURDEN 0 Ft.	16. DATE HOLE STARTED COMPLETED
8. DEPTH DRILLED INTO ROCK 0 Ft.	17. ELEVATION TOP OF HOLE -43.4 Ft.
9. TOTAL DEPTH OF HOLE 13.4 Ft.	18. TOTAL CORE RECOVERY FOR BORING 107 %
	19. SIGNATURE OF

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	CORE REC %	SAMPLE NUMBER	REMARKS
-43.4	.0					-43.4
			Light brown, medium sand, pebbles present from (1.7-2.7') (SP)		1	
-46.1	2.7		Dark brown, medium-fine, pebbles, shell fragments (SP)		2	
-48.8	6.4		Gray, medium sand. Gravel lense from (6.4-7.0'). Color change to dark gray at (8.6'). Pebbles and shell fragments present from (8.6-9.4') (SP)	100	3	
-52.8	9.4		Light gray fine-medium sand, pebbles (SP)		4	Sample 5 COMPOSITE
-53.4	10.0		Light gray fine-medium sand (SP)			
-57.7	14.3					-57.7
						Note: Penetration to 13.4'; 0.9' over sampling

ENG FORM 1838 PREVIOUS EDITIONS ARE OBSOLETE.  
MAR 71

PROJECT  
FHP Reformulation Study W.O.#8

HOLE NUMBER  
VC88-18

00902-6

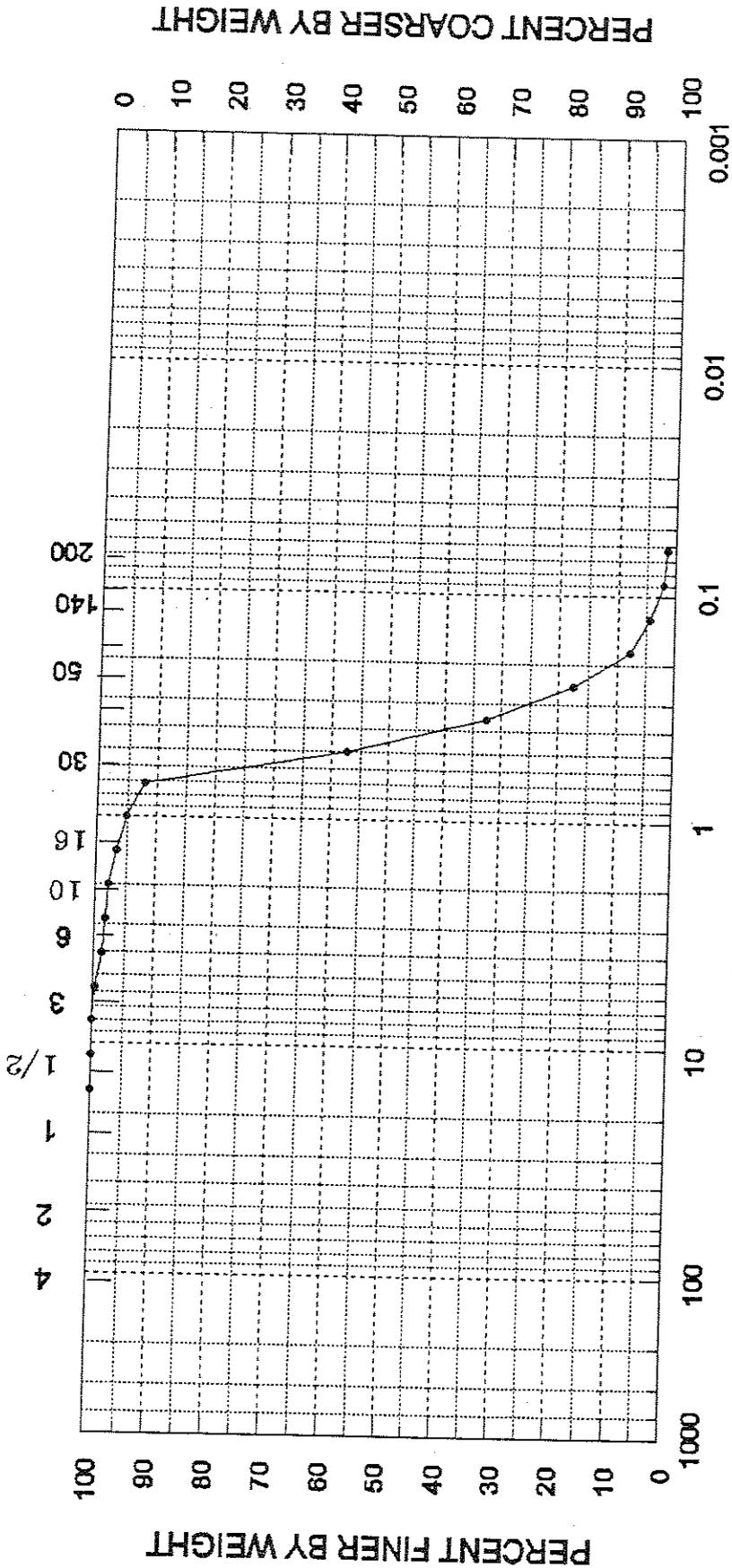




U.S. STANDARD SIEVE OPENING  
IN INCHES

U.S. STANDARD SIEVE NUMBERS

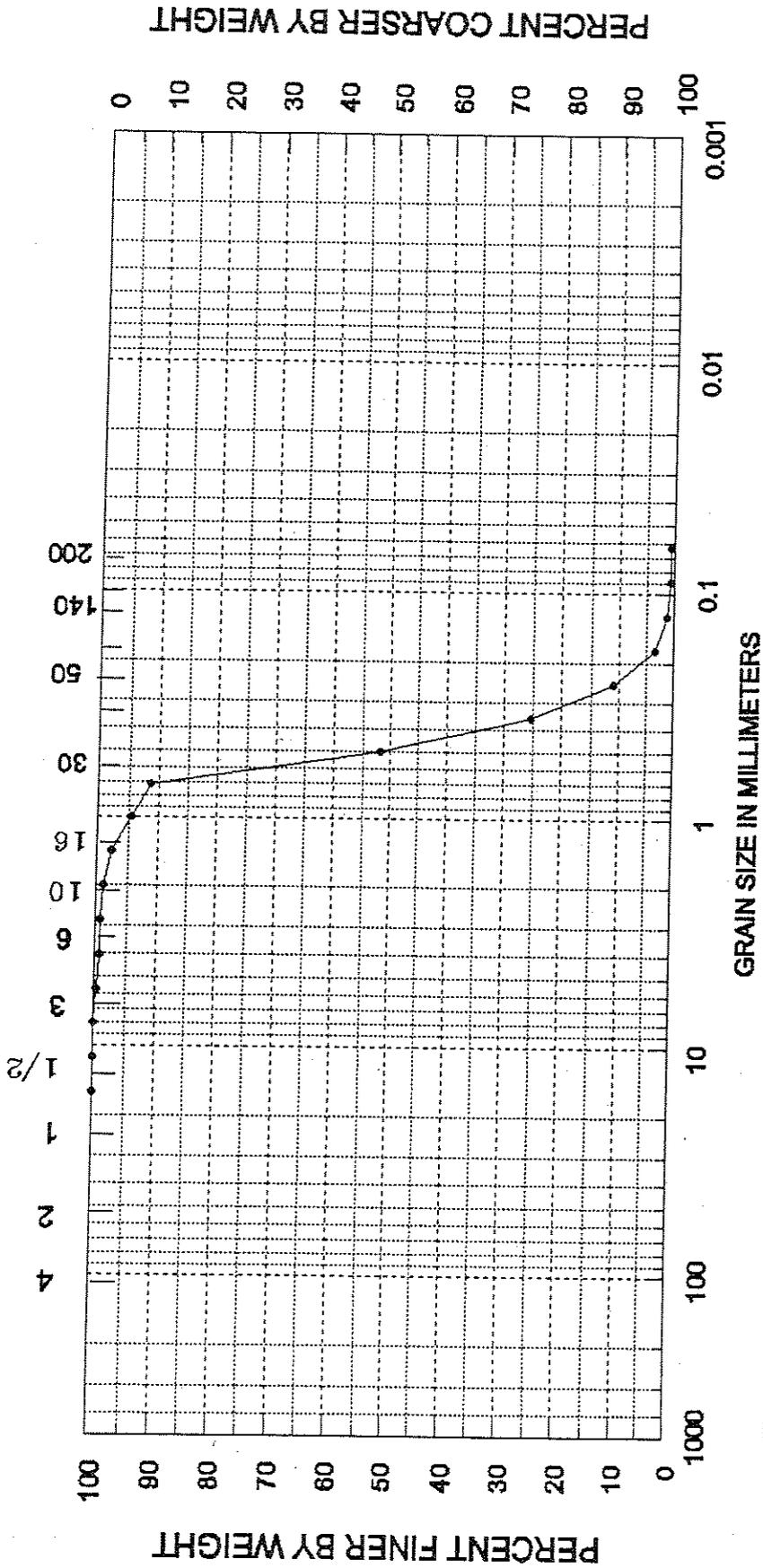
HYDROMETER



U.S. STANDARD SIEVE OPENING  
IN INCHES

U.S. STANDARD SIEVE NUMBERS

HYDROMETER



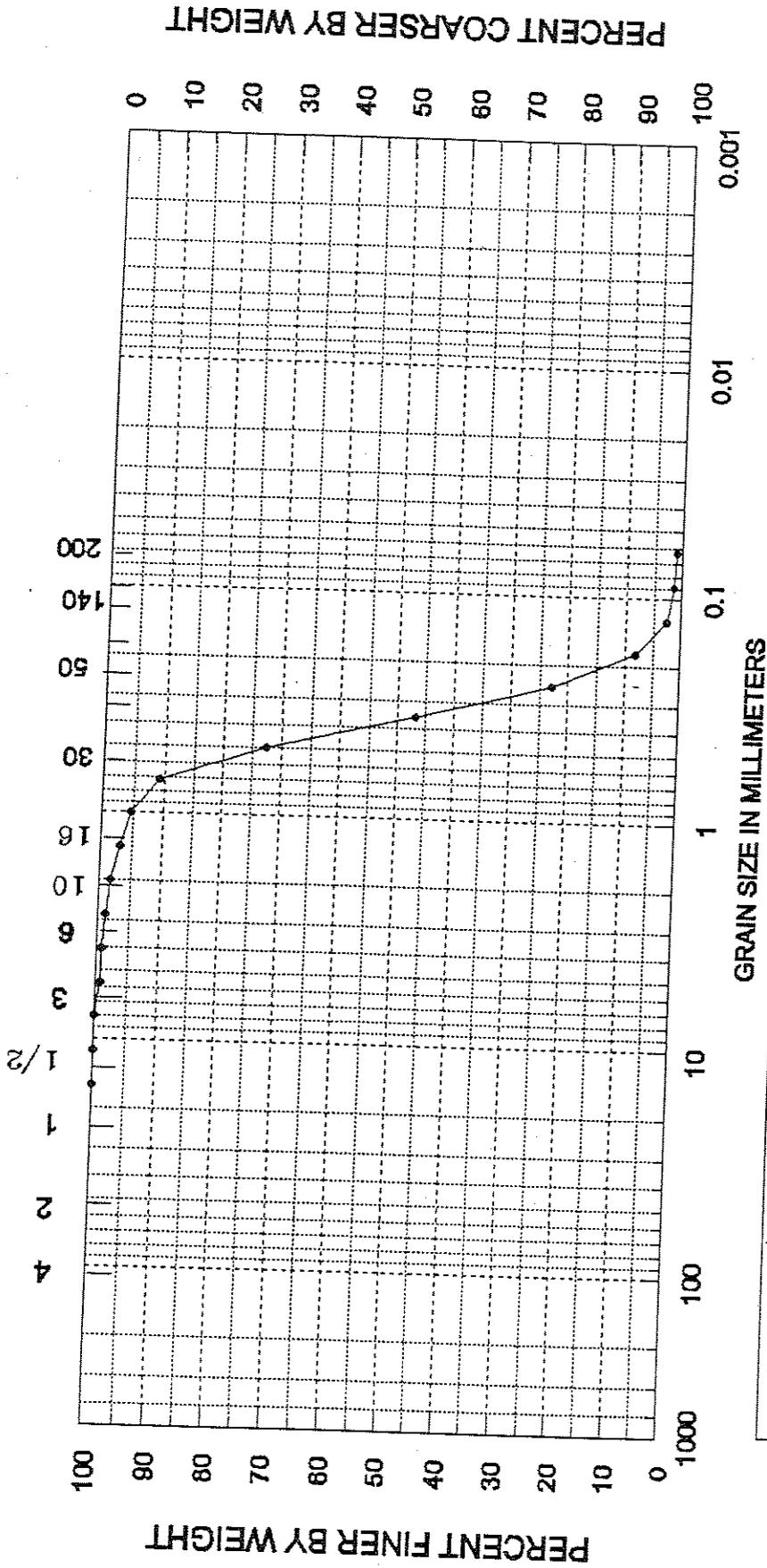




U.S. STANDARD SIEVE OPENING  
IN INCHES

U.S. STANDARD SIEVE NUMBERS

HYDROMETER



COBBLES	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

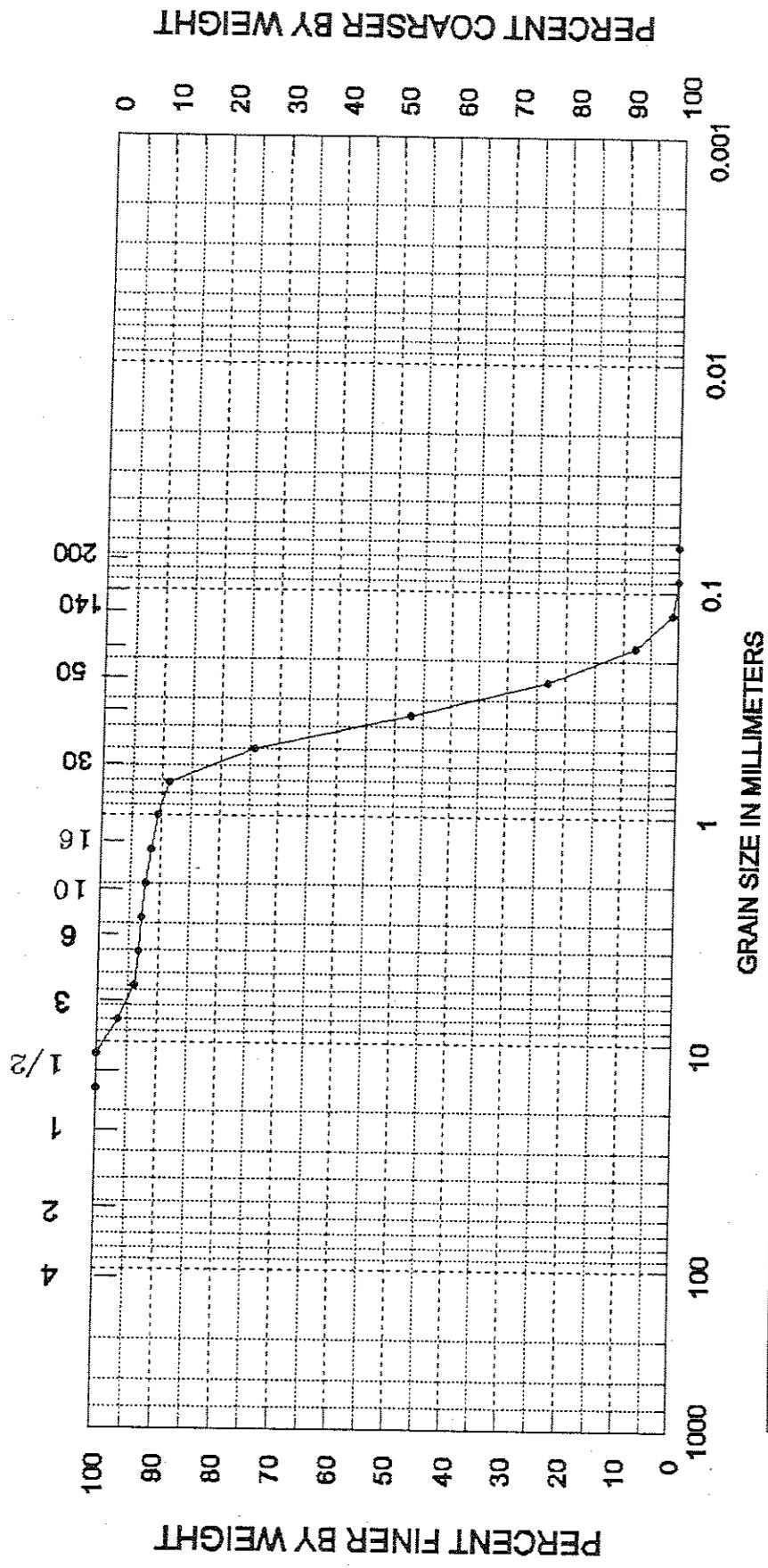
SAMPLE NO.	ELEV.	CLASSIFICATION	PROJECT
6	-68.8 ft	Coarse Sand and Gravel (SW)	FIMP W.O. #8
			AREA
			Fire Island
			BORING NO.
			18R2
			DATE
			September, 1998

00902-13





U.S. STANDARD SIEVE OPENING IN INCHES      U.S. STANDARD SIEVE NUMBERS      HYDROMETER



<b>DRILLING LOG</b>	DIVISION North Atlantic	INSTALLATION New York District	11010 110.100-20 SHEET 1 OF 1
1. PROJECT FIMP Reformulation Study W.O.#8		10. SIZE AND TYPE OF BIT 4" VIBRACORE	
2. LOCATION (Coordinates or Station) X=1362289.700 Y=228578.100		11. DATUM FOR ELEVATION SHOWN (TBM or MSL) NAVD	
3. DRILLING AGENCY ALPINE OCEAN SURVEY, INC.		12. MANUFACTURER'S DESIGNATION OF DRILL PNEUMATIC VIBRACORE	
4. HOLE NO. (As shown on drawing title and file number) VC88-20		13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN disturbed: 1 undisturbed: 5	
5. NAME OF DRILLER		14. TOTAL NUMBER OF CORE BOXES 0	
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		15. ELEVATION GROUND WATER	
7. THICKNESS OF BURDEN 0 Ft.		16. DATE HOLE STARTED COMPLETED	
8. DEPTH DRILLED INTO ROCK 0 Ft.		17. ELEVATION TOP OF HOLE -37.6 Ft.	
9. TOTAL DEPTH OF HOLE 16.6 Ft.		18. TOTAL CORE RECOVERY FOR BORING 100 %	
		19. SIGNATURE OF	

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	CORE REC %	SAMPLE NUMBER	REMARKS
-37.6	0		Light gray, medium sand, gravel (SP)		1	-37.6
-41.1	3.5		Light gray coarse sand, gravel (SP)		2	
-41.7	4.1		Brownish gray medium sand, pebbles at (4.5, 5.4'). Clay nodule at (5.8') (SP)		3	
				100	4	Sample 6 COMPOSITE
-52.3	14.7		Dark gray, silty fine sand, pebbles (SM)		5	
-53.1	15.5		Brownish gray medium sand, orange streaks (SP)			
-54.2	16.6					-54.2

ENG FORM 1838 PREVIOUS EDITIONS ARE OBSOLETE. MAR 71

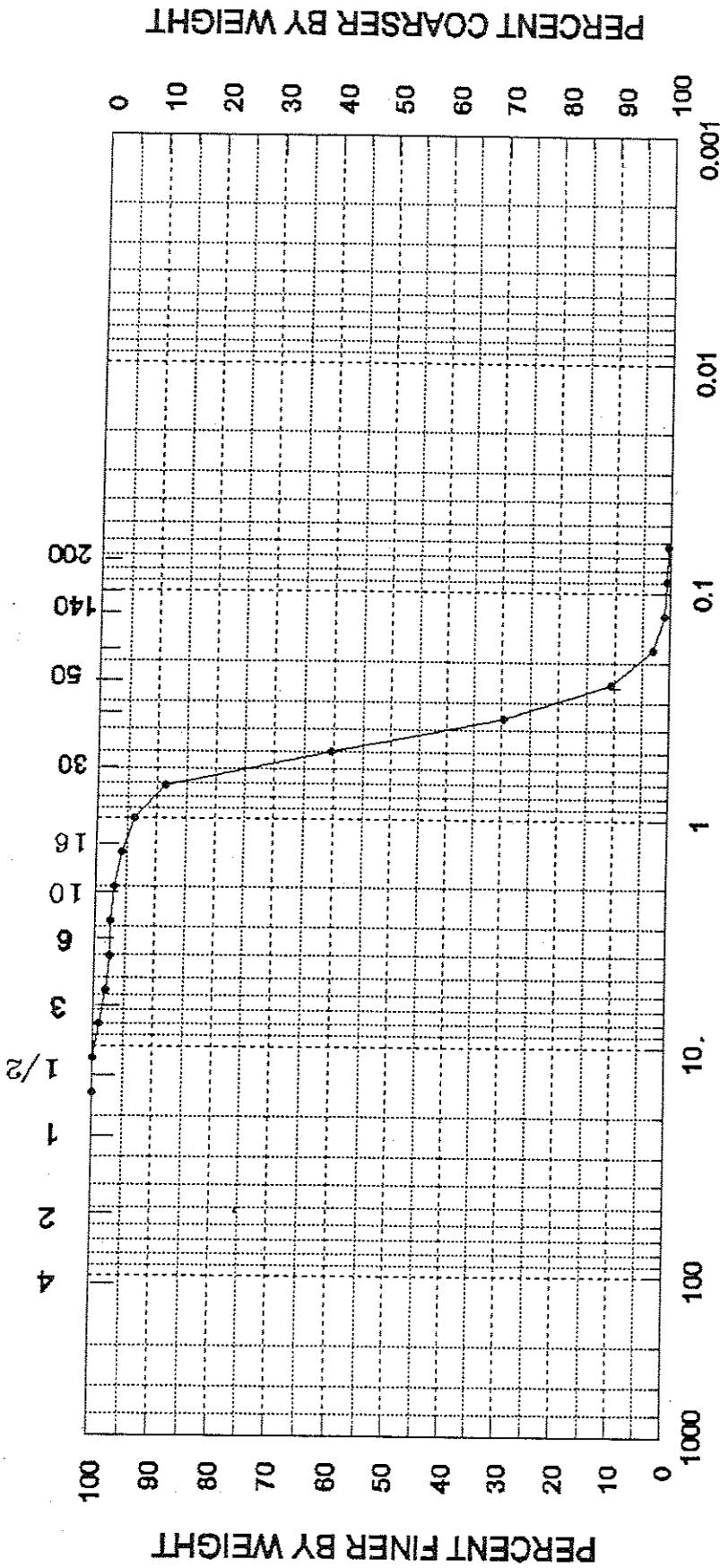
PROJECT FIMP Reformulation Study W.O.#8	HOLE NUMBER VC88-20
--	------------------------

00807-17

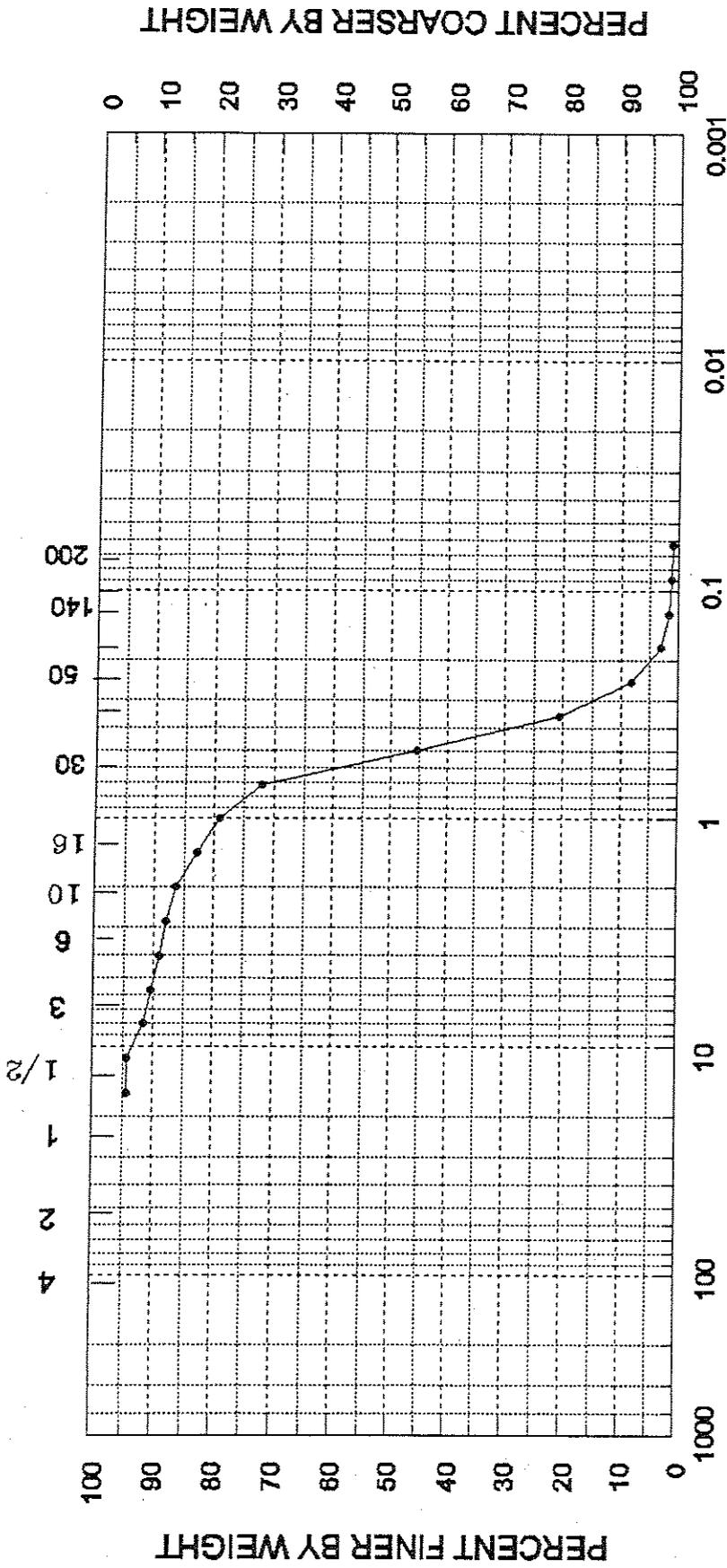
U.S. STANDARD SIEVE OPENING  
IN INCHES

U.S. STANDARD SIEVE NUMBERS

HYDROMETER



U.S. STANDARD SIEVE OPENING IN INCHES      U.S. STANDARD SIEVE NUMBERS      HYDROMETER



COBBLES	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

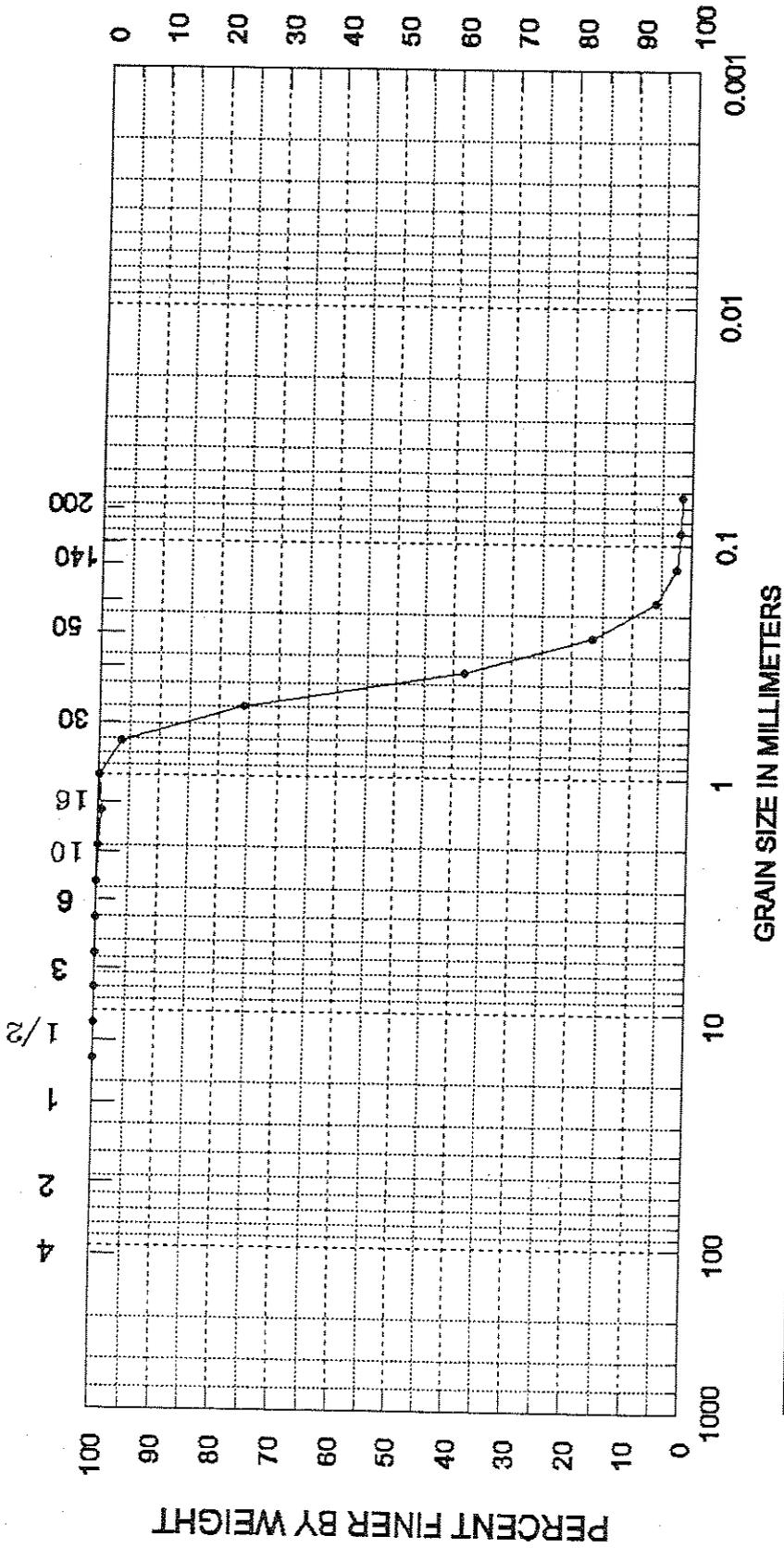
SAMPLE NO.	ELEV.	CLASSIFICATION	PROJECT
2	-41.1 ft	Medium to Fine Sand (SP)	FIMP W.O. #8
			AREA Fire Island
			BORING NO. 20
			DATE September, 1998

00902-19

U.S. STANDARD SIEVE OPENING  
IN INCHES

U.S. STANDARD SIEVE NUMBERS

HYDROMETER



PERCENT COARSER BY WEIGHT

PERCENT FINER BY WEIGHT

GRAIN SIZE IN MILLIMETERS

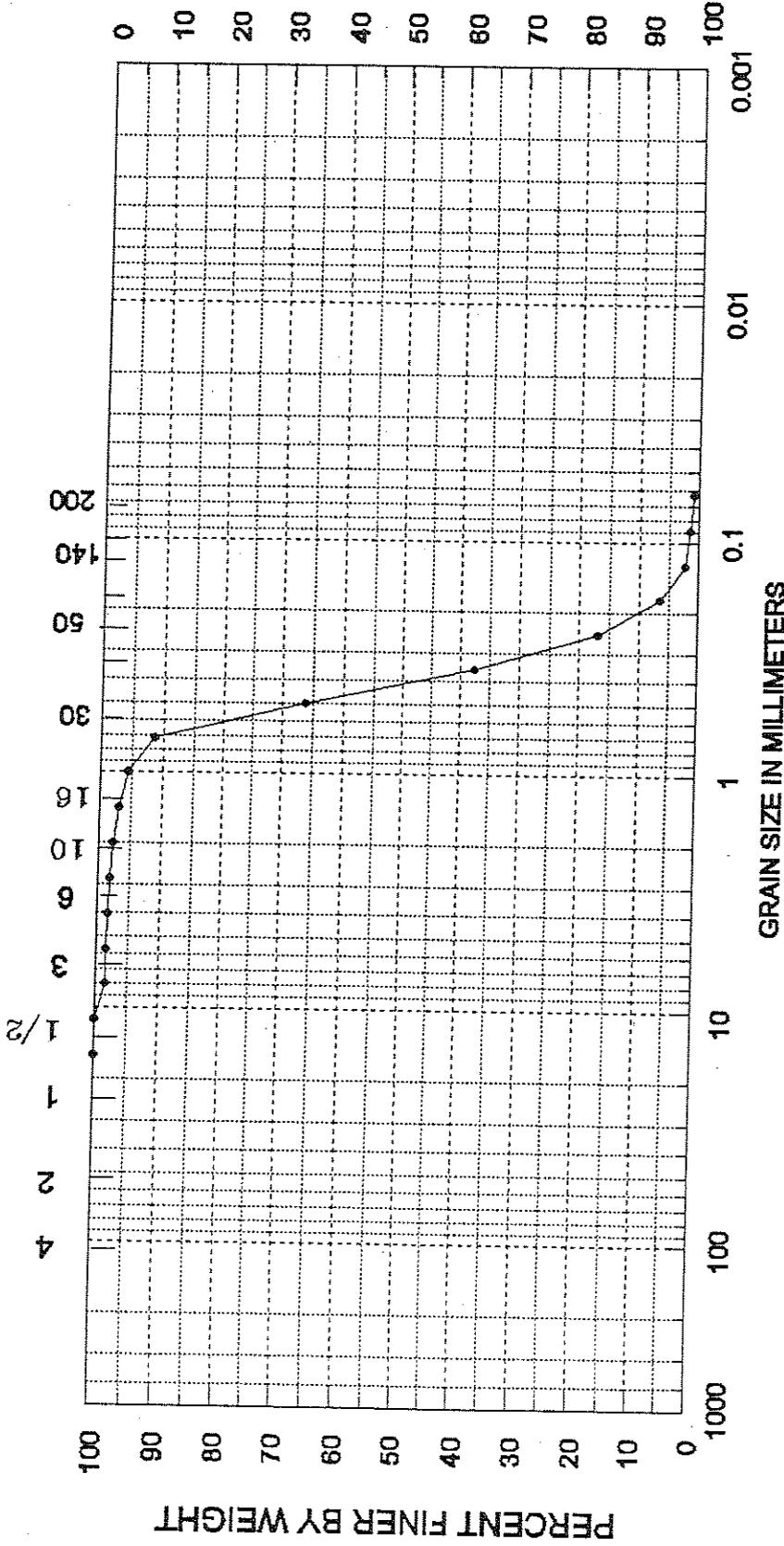
COBBLES	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

SAMPLE NO.	ELEV.	CLASSIFICATION	PROJECT
3	-42.6 ft	Fine Sand (SP)	FIMP W.O. #8
			AREA Fire Island
			BORING NO. 20
			DATE September, 1998

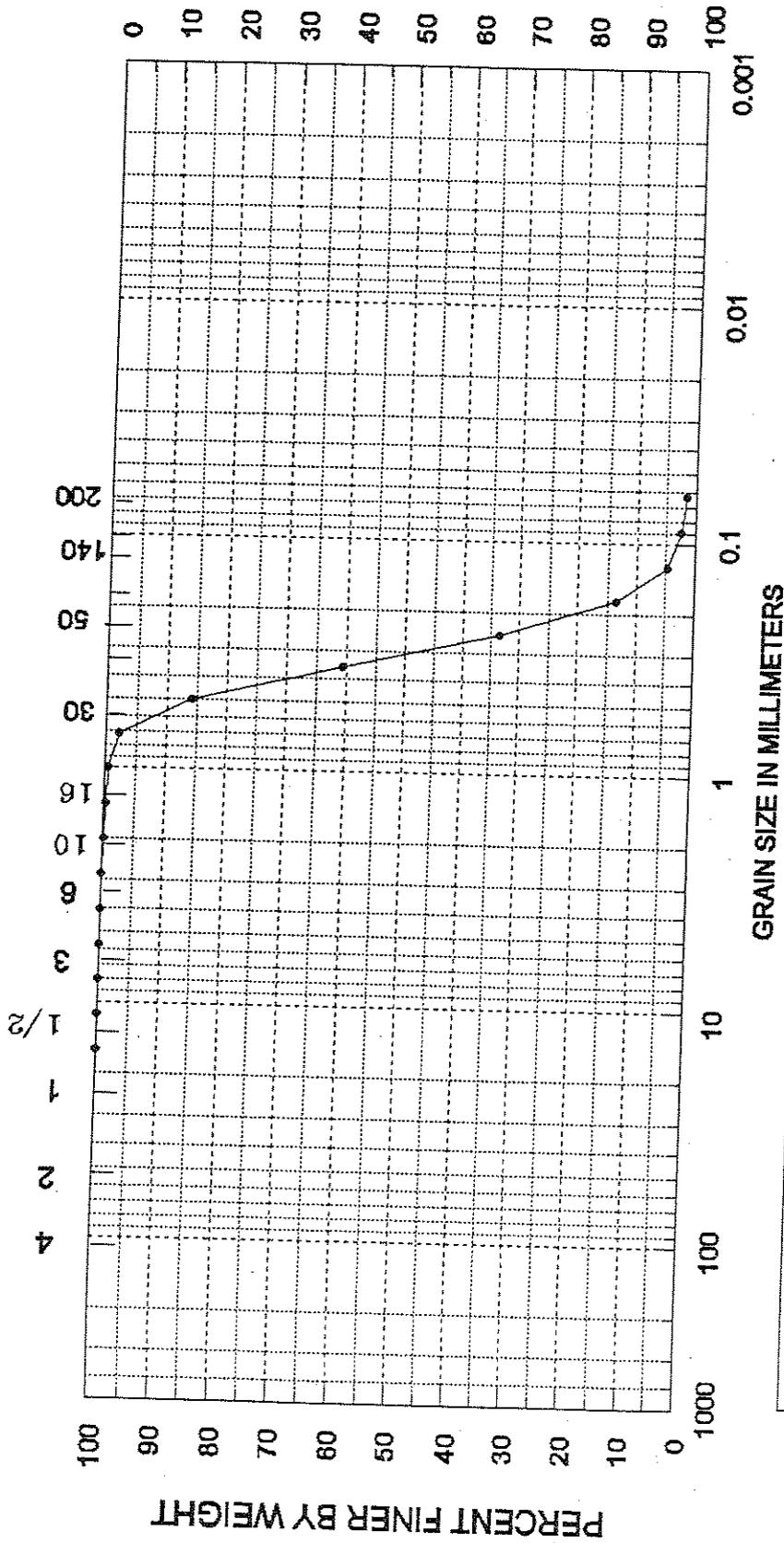
00902-20



U.S. STANDARD SIEVE OPENING IN INCHES      U.S. STANDARD SIEVE NUMBERS      HYDROMETER



U.S. STANDARD SIEVE OPENING IN INCHES      U.S. STANDARD SIEVE NUMBERS      HYDROMETER



COBBLES	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

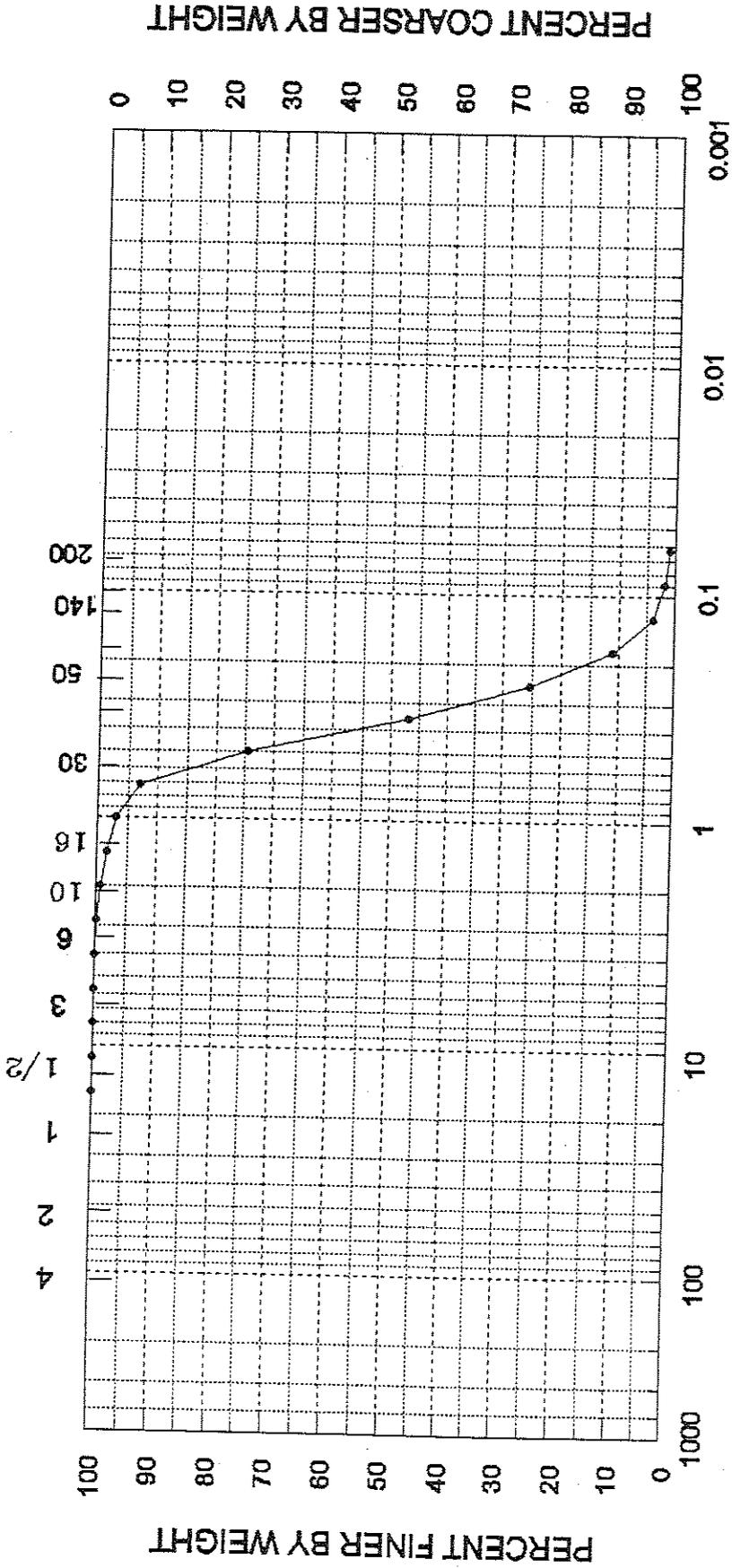
SAMPLE NO.	ELEV.	CLASSIFICATION	PROJECT
5	-52.3 ft	Medlum to Fine Sand (SP)	FIMP W.O. #8
			AREA
			Fire Island
			BORING NO.
			20
			DATE
			September, 1998

00902-23

U.S. STANDARD SIEVE OPENING  
IN INCHES

U.S. STANDARD SIEVE NUMBERS

HYDROMETER





DRILLING LOG		DIVISION	INSTALLATION		SHEET 1 OF 1	
1. PROJECT Shinnecock Borrow Area			10. SIZE AND TYPE OF BIT 4" Ybm core			
2. LOCATION (Coordinates of Station) 1418048.2 E 250111.9 N			11. DATUM FOR ELEVATION SHOWN (TBM or MSL) MLW			
3. DRILLING AGENCY Alpine Ocean Seismic Survey, Inc.			12. MANUFACTURER'S DESIGNATION OF DRILL Alpine Pneumatic Vibracore			
4. HOLE NO. (As shown on drawing title and file number) SHIN4			13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN disturbed:                      undisturbed:			
5. NAME OF DRILLER Alpine Ocean Seismic Survey, Inc.			14. TOTAL NUMBER OF CORE BOXES			
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED			15. ELEVATION GROUND WATER			
7. WATER DEPTH			16. DATE HOLE STARTED                      COMPLETED 5/5/96    5/5/96			
8. DEPTH DRILLED INTO ROCK			17. ELEVATION TOP OF HOLE -40 ft			
9. TOTAL DEPTH OF HOLE 16.1'			18. TOTAL CORE RECOVERY FOR BORING			
			19. SIGNATURE OF GEOLOGIST G. Zariko			
ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	CORE REC %	SAMPLE NUMBER	REMARKS
-40.0	0.0					
-40.3	0.3		Medium-fine sand and gravel, small pebbles. (SP)	100		
			Dark brown, inorganic clay, small shell fragments. (CL)			
-47.6	7.6					
-49.4	9.4		Brown, medium-coarse sand, some mud. (SP)	100		
-51.0	11.0		Brown, coarse sand, pebbles, and cobbles. (SW)	10.5		
			Tan-light brown, medium-fine sand, small pebbles. (SP)			11.0'-16.1' from Run 2 taken at 1416133.0 E 250108.6 N
-56.1	16.1			100		
			End at 16.1'			

ENG FORM 1836 PREVIOUS EDITIONS ARE OBSOLETE. MAR 71

PROJECT  
Shinnecock Borrow Area

HOLE NUMBER  
SHIN4

00902-26

DRILLING LOG		DIVISION	INSTALLATION		SHEET 1 OF 1	
1. PROJECT Shinnecock Borrow Area			10. SIZE AND TYPE OF BIT 4" Vibrocors			
2. LOCATION (Coordinates of Station) 1417725.3 E 248753.4 N			11. DATUM FOR ELEVATION SHOWN (TBM or ASSL) MLW			
3. DRILLING AGENCY Alpine Ocean Seismic Survey, Inc.			12. MANUFACTURER'S DESIGNATION OF DRILL Alpine Pneumatic Vibrocors			
4. HOLE NO. (As shown on drawing title and file number) SHIN5			13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN Disturbed: _____ Undisturbed: _____			
5. NAME OF DRILLER Alpine Ocean Seismic Survey, Inc.			14. TOTAL NUMBER OF CORE BOXES			
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED			15. ELEVATION GROUND WATER			
7. WATER DEPTH			16. DATE HOLE STARTED COMPLETED 5/5/98 5/5/98			
8. DEPTH DRILLED INTO ROCK			17. ELEVATION TOP OF HOLE -47 ft			
9. TOTAL DEPTH OF HOLE 18.3'			18. TOTAL CORE RECOVERY FOR BORING			
			19. SIGNATURE OF GEOLOGIST G. Zarillo			
ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	CORE REC %	SAMPLE NUMBER	REMARKS
-47.0	0.0		Tan-light gray, medium-fine sand. (SP)	100	0.5	0.0'-0.5' Shells and pebbles
-53.1	6.1		Light tan, medium-fine sand, trace gravel, scattered quartz and feldspar pebbles. (SP)	100	5.0	5.8' Organic inclusion
-58.4	11.4		Tan-light gray, medium-fine sand, trace gravel, and quartz pebbles. (SP)	100	10.0	12.6'-12.8' Organic inclusion
-62.9	15.9		Light tan, fine sand, quartz pebbles and trace gravel. (SP)	100	17.0	
-65.3	18.3		End at 18.3'			

ENG FORM 1806 PREVIOUS EDITIONS ARE OBSOLETE.  
MAR 71

PROJECT  
Shinnecock Borrow Area

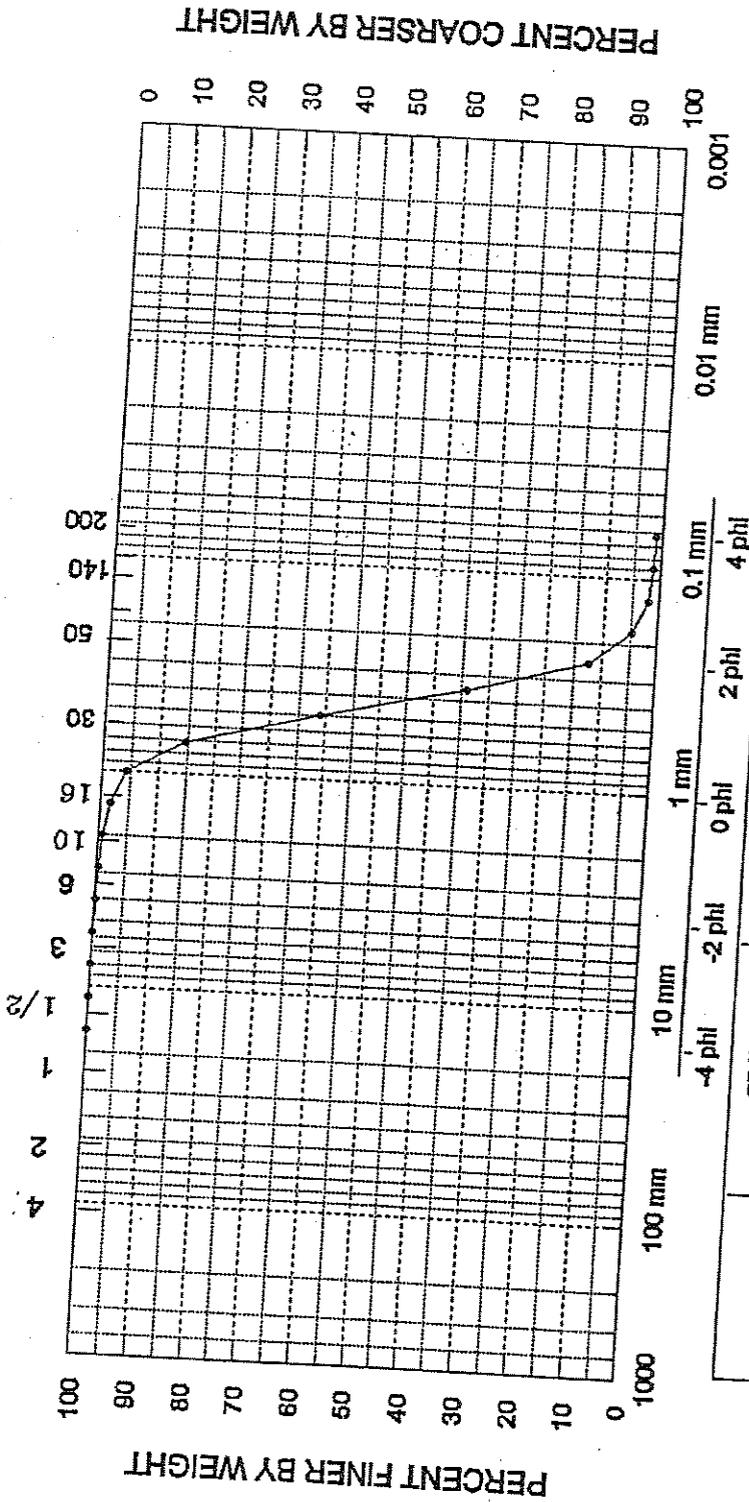
HOLE NUMBER  
SHIN5

00902-27

U.S. STANDARD SIEVE OPENING  
IN INCHES

U.S. STANDARD SIEVE NUMBERS

HYDROMETER



PERCENT FINER BY WEIGHT

PERCENT COARSER BY WEIGHT

COBBLES	GRAVEL		SAND		SILT OR CLAY
	COARSE	FINE	COARSE	FINE	

SAMPLE NO.	CLASSIFICATION				
SHIN5-0.5	medium-fine sand (SP)				
ELEV.	PROJECT Storm Damage Protection				
	AREA Shinnecock, NY				
	BORING NO. SHIN 5				
	DATE June 15, 1996				

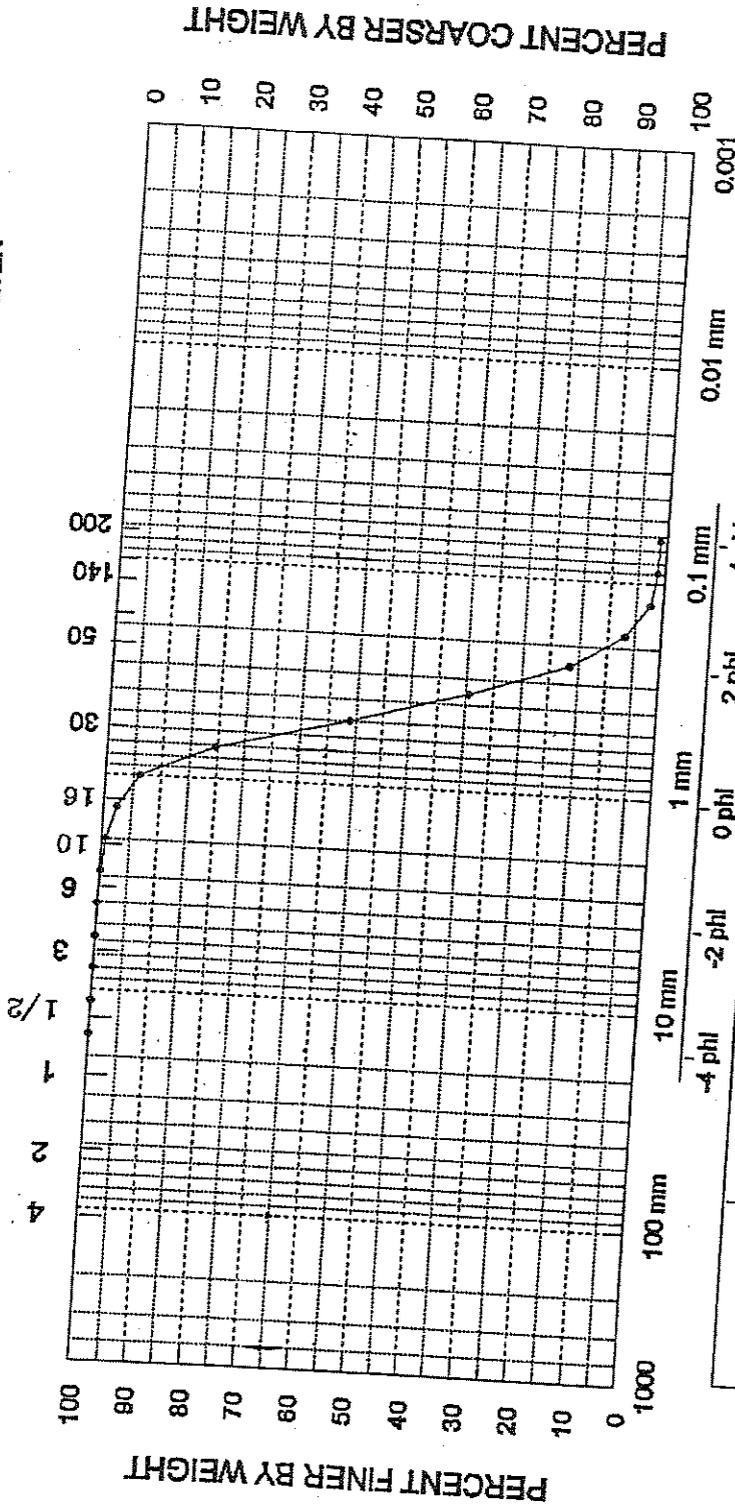
00902-28



U.S. STANDARD SIEVE OPENING  
IN INCHES

U.S. STANDARD SIEVE NUMBERS

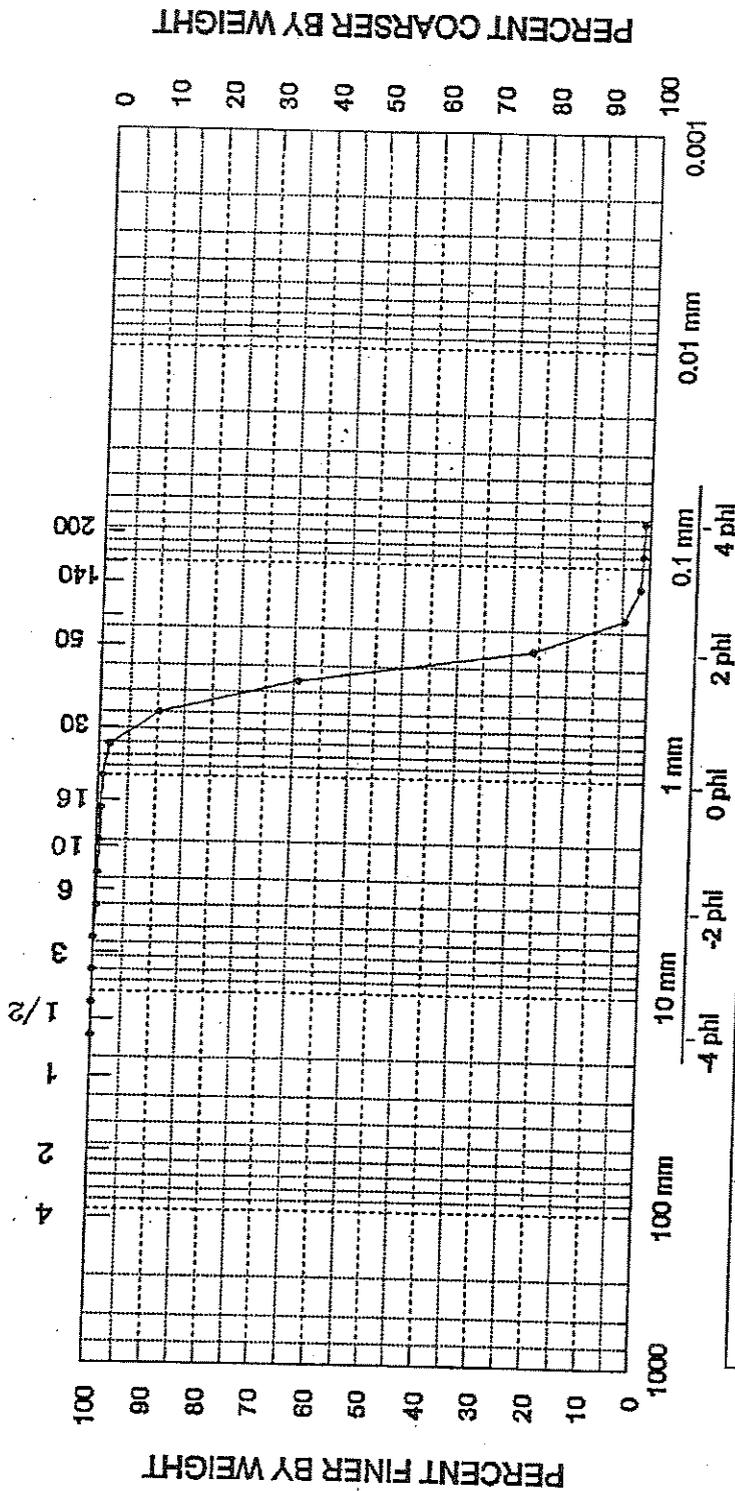
HYDROMETER



SAMPLE NO. SHIN5-10.0	ELEV.	CLASSIFICATION				PROJECT Storm Damage Protection AREA Shinnecock, NY
		medium-fine sand (SP)				
BORING NO. SHIN 5		DATE June 15, 1996		SILT OR CLAY		

00902-30

U.S. STANDARD SIEVE OPENING IN INCHES U.S. STANDARD SIEVE NUMBERS HYDROMETER

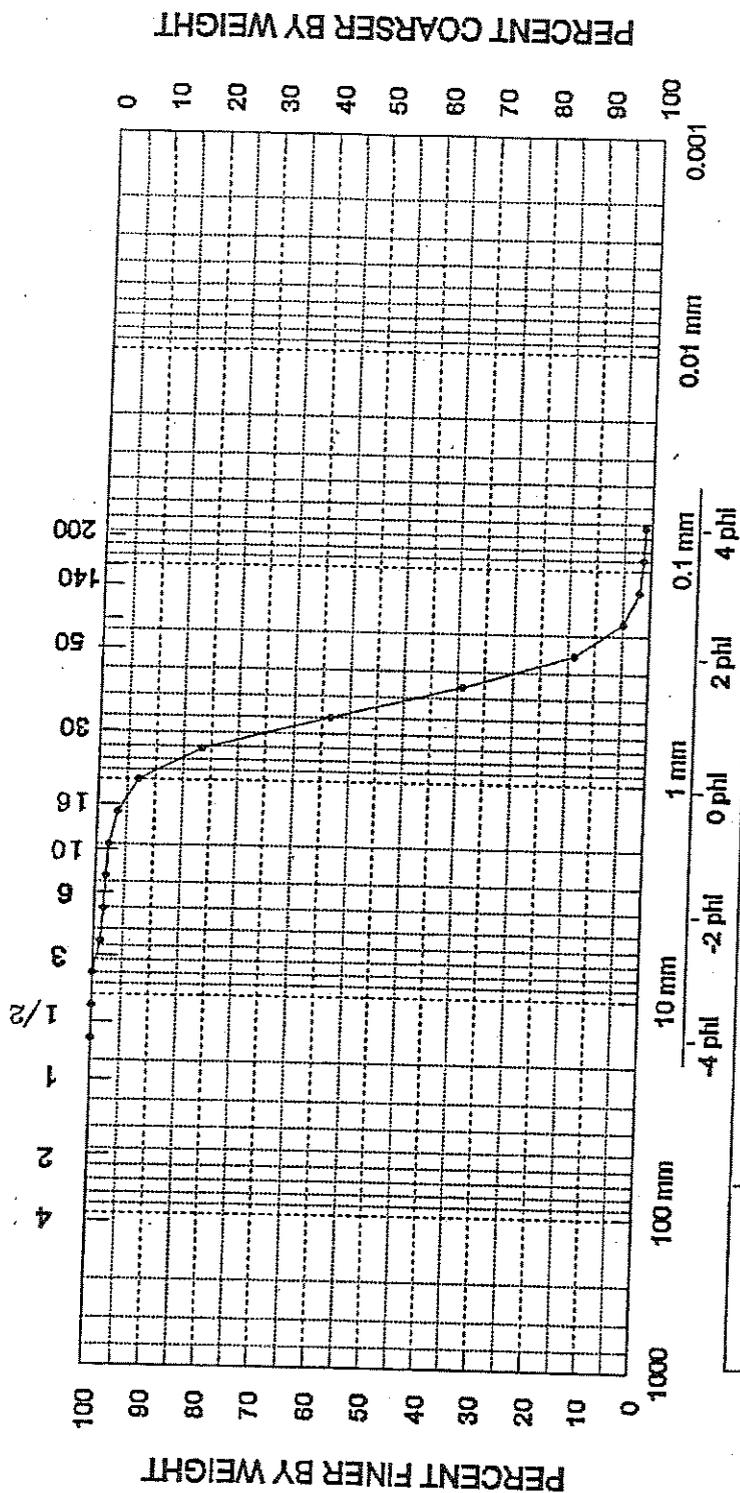


COBBLES	GRAVEL		SAND		SILT OR CLAY
	COARSE	FINE	COARSE	FINE	

SAMPLE NO.	ELEV.	CLASSIFICATION	PROJECT Storm Damage Protection
SHIN5-17.0		fine sand (SP)	AREA Shinnecock, NY
			BORING NO. SHIN 5
			DATE June 15, 1996

00902-31

U.S. STANDARD SIEVE OPENING IN INCHES      U.S. STANDARD SIEVE NUMBERS      HYDROMETER





**SECTION 00903**

**WATER QUALITY CERTIFICATE**

New York State Department of Environmental Conservation  
Building 40 - SUNY, Stony Brook, New York 11790-2356  
Phone (516) 444-0365  
Fax # (516) 444-0373



Michael D. Zagata  
Commissioner

June 12, 1995

United States Army Corps of Engineers  
Jacob Javits Federal Bldg  
New York, NY 10278-0090

RE: 1-4736-00811/00001-0

Dear Permittee:

In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing your permit. Please read all conditions carefully. If you are unable to comply with any conditions, please contact us at the above address.

Also enclosed is a permit sign which is to be conspicuously posted at the project site and protected from the weather.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Roger Evans".

Roger Evans  
Permit Administrator

RXE:ls  
enclosure

cc.: C. Hamilton  
W. Southard  
W. Daley  
MHP

00903-1

DEC PERMIT NUMBER 1-4736-00811/00081-0
FACILITY/PROGRAM NUMBER(S)



EFFECTIVE DATE June 12, 1995
EXPIRATION DATE(S) June 12, 2005

TYPE OF PERMIT  New  Renewal  Modification  Permit to Construct  Permit to Operate

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Article 15, Title 5: Protection of Waters                  | <input checked="" type="checkbox"/> 6NYCRR 608: Water Quality Certification | <input type="checkbox"/> Article 27, Title 7; 6NYCRR 360: Solid Waste Management      |
| <input type="checkbox"/> Article 15, Title 15: Water Supply                         | <input type="checkbox"/> Article 17, Titles 7, 8: SPDES                     | <input type="checkbox"/> Article 27, Title 9; 6NYCRR 373: Hazardous Waste Management  |
| <input type="checkbox"/> Article 15, Title 15: Water Transport                      | <input type="checkbox"/> Article 19: Air Pollution Control                  | <input type="checkbox"/> Article 34: Coastal Erosion Management                       |
| <input type="checkbox"/> Article 15, Title 15: Long Island Wells                    | <input type="checkbox"/> Article 23, Title 27: Mined Land Reclamation       | <input type="checkbox"/> Article 36: Floodplain Management                            |
| <input type="checkbox"/> Article 15, Title 27: Wild, Scenic and Recreational Rivers | <input type="checkbox"/> Article 24: Freshwater Wetlands                    | <input type="checkbox"/> Articles 1, 3, 17, 19, 27, 37; 6NYCRR 380: Radiation Control |
| <input type="checkbox"/> Article 25: Tidal Wetlands                                 |   |   |
- Other:

PERMIT ISSUED TO United States Army Corps of Engineers		TELEPHONE NUMBER (212) 264-4663
ADDRESS OF PERMITTEE Jacob Javits Federal Building New York, NY 10278-0090		
CONTACT PERSON FOR PERMITTED WORK Stuart Piken, P.E., Chief Engineer, Planning Division		TELEPHONE NUMBER (212) 264-4663
NAME AND ADDRESS OF PROJECT/FACILITY Westhampton Beach Groin Field Groin #14 and #15 and off shore borrow areas		
LOCATION OF PROJECT/FACILITY		
COUNTY Suffolk	TOWN Southampton	WATERCOURSE
NYTH COORDINATES		
DESCRIPTION OF AUTHORIZED ACTIVITY  Implementation of interim plan for storm damage protection including reconstruction of 22,000' of beach berm south of Dune Road through the initial placement of 4.5 million cubic yards of sand, obtaining sand from off shore borrow areas, tapering of groins #14 and #15 and construction of one new groin between them. Beach renourishment cycles of .8 million cubic yards and 1.1 million cubic yards to take place at 3 and 6 year intervals respectively. All construction and grading activities must follow the Technical Support Document prepared by the USACOE dated May, 1994, inclusive of the Draft Fish and Wildlife Service Coordination Act Report dated July, 1994, and the special conditions contained in this permit.		

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, the General Conditions specified (see page 2) and any Special Conditions included as part of this permit.

DEPUTY REGIONAL PERMIT ADMINISTRATOR: Roger Evans	ADDRESS Bldg. 40, SUNY, Room 219, Stony Brook, NY 11790-2356
AUTHORIZED SIGNATURE <i>Roger Evans</i>	DATE June 9, 1995

00903-2

## ADDITIONAL GENERAL CONDITIONS FOR ARTICLES 15 (Title 5), 24, 25, 34 and 6 NYCRR Part 608 (Water Quality Certification)

- 9 That if future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.
- 10 That the State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation or for other purposes, and no claim or right to compensation shall accrue from any such damage.
- 11 Granting of this permit does not relieve the applicant of the responsibility of obtaining any other permission, consent or approval from the U.S. Army Corps of Engineers, U.S. Coast Guard, New York State Office of General Services or local government which may be required.
- 12 All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
- 13 Any material dredged in the prosecution of the work herein permitted shall be removed evenly, without leaving large refuse piles, ridges across the bed of a waterway or floodplain or deep holes that may have a tendency to cause damage to navigable channels or to the banks of a waterway.
- 14 There shall be no unreasonable interference with navigation by the work herein authorized.
- 15 If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.
- 16 If granted under 6 NYCRR Part 608, the NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.
- 17 All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or his agent as part of the permit application.
- Such approved plans were prepared by Stuart Piken, P.E. on \_\_\_\_\_

## SPECIAL CONDITIONS

1. As soon as prepared, but at least 45 days prior to commencement of work on any cycle, the permittee shall submit two (2) copies of final project plans and specifications to DEC for review and comment. Submitted plans must include a contoured bathymetric survey of the intended borrow area(s), and profiles of the beach areas to be nourished, as well as a detailed plan view of the entire project area.
2. The borrow area(s) shall be dredged so as to create a gradual (1:3 maximum) slope down to final project depth.
3. All dredging shall be conducted so as to leave a uniform bottom elevation, free of mounds or holes, at the completion of each dredging cycle.
4. Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in tidal wetlands and/or protected buffer areas.
5. There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activity.

DEC PERMIT NUMBER  
1-4736-00811/00001-0

PROGRAM/FACILITY NUMBER

## SPECIAL CONDITIONS

For Article 6 NYCRR 608 ( Water Quality Certification )

6. The storage of construction equipment and materials shall be confined to within the project work site and/or upland areas greater than 50 linear feet from the tidal wetland boundary.
7. Within 90 days of completion of the initial project and each nourishment cycle, two (2) copies each of a post-dredging contoured bathymetric survey of the borrow area(s), and as an "as built" topographic survey of the beach, dune, new and modified groins and all other project fill and work areas will be provided to DEC.
8. In order to develop a comprehensive borrow area management plan and detect long-term adverse impacts created by the dredging of the borrowed area(s), the following parameters shall be monitored for each borrow area:
  - A. One set of Conductivity, Temperature and Depth (CTD) profiles (including Dissolved Oxygen, Temperature, Salinity) shall be taken once between August 1 and August 15 for a period of five years after the completion of the initial excavation. Two stations shall be monitored which include the center of the deepest section of the borrow area and 100M north of the borrow area.
  - B. A survey of benthic recolonization (benthic grab sample) shall be conducted in the borrow area one and three years (twice) after initial project completion. Three locations shall be sampled consisting of three replicates. Locations shall include the center of the deepest area, mid-way on the side slope, and at the northern limit of the excavation. Surveys shall be conducted between August 1 and August 15 and shall be accompanied by CTD profiles.

All data and results shall be submitted to the Regional Manager of the Bureau of Marine Habitat Protection, Region One, within 60 days of completion. Submission shall include data, sample analyses, and station locations.

9. The dune shall be planted with Cape American Beach Grass on a minimum of 18" centers and the permittee shall replant the beach grass during each subsequent nourishment cycle, as necessary, to ensure a minimum of 85% survival rate.

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SPECIAL CONDITIONS

For Article 6NYCRR 608 Water Quality Certification

- 10. General Conditions 6 and 10 are included by the State of New York as the permit issuing authority under the Clean Water Act. Such General Conditions do not, nor are they intended to, apply to, abrogate, or annul any obligation, responsibility or liability on the part of the State of New York, including indemnification by the State of New York to the Federal Government under the Project Cooperation Agreement (PCA) for the Westhampton Interim Project. Any obligations by the Federal Government under this Water Quality Certificate are limited to available funds authorized for and appropriated to the Westhampton Interim Project. Pursuant to the PCA, the State of New York remains legally responsible to hold and save the Federal Government free from all damages arising from the construction, operation, maintenance, repair replacement, and rehabilitation of the Project and any Project-related betterments, including liabilities arising from General Conditions 6 and 10, except for damages due to the fault or negligence of the Federal Government or its contractors.

DEC PERMIT NUMBER 1-4736-00811/00001-0
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FACILITY ID NUMBER
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PROGRAM NUMBER
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00903-6



PERMIT NO.: \_\_\_\_\_ ISSUED TO: \_\_\_\_\_  
CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

Dear Sir:

Pursuant to *Supplementary Special Condition D* of the referenced permit, you are hereby notified that the authorized activity shall commence on \_\_\_\_\_. We certify that we have read the referenced permit and approved plans, and fully understand the authorized project and all permit conditions. We have inspected the project site and can complete the project as described in the permit and depicted on the approved plans in full compliance with all plan notes and permit conditions. The Permit sign, permit, and approved plans will be available at the site for inspection in accordance with General Condition No. 1.

\_\_\_\_\_  
PERMITTEE DATE  
\_\_\_\_\_  
CONTRACTOR DATE

**THIS NOTICE MUST BE SENT TO THE ABOVE ADDRESS AT LEAST TWO DAYS IN ADVANCE OF COMMENCEMENT OF THE PROJECT. FAILURE TO RETURN THIS NOTICE, POST THE PERMIT SIGN, OR HAVE THE PERMIT AND APPROVED PLANS AVAILABLE AT THE WORK SITE MAY SUBJECT THE PERMITTEE AND/OR CONTRACTOR TO APPLICABLE SANCTIONS AND PENALTIES FOR NON COMPLIANCE WITH PERMIT CONDITIONS.**

Cut along this line \_\_\_\_\_

**NOTICE OF COMPLETION OF CONSTRUCTION**

RETURN THIS FORM TO:  
Regional Manager  
Bureau of Marine Habitat Protection  
New York State Department of Environmental Conservation  
Bldg. 40 - SUNY, Room 223  
Stony Brook, NY 11790-2356



PERMIT NO.: \_\_\_\_\_ ISSUED TO: \_\_\_\_\_  
CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

Dear Sir:

Pursuant to *Supplementary Special Condition D* of the referenced permit, you are hereby notified that the authorized activity was completed on \_\_\_\_\_.

We have fully complied with the terms and conditions of the permit and approved plans.

\_\_\_\_\_  
PERMITTEE DATE  
\_\_\_\_\_  
CONTRACTOR DATE

**THIS NOTICE, WITH PHOTOGRAPHS OF COMPLETED WORK AND/OR A COMPLETED SURVEY\*, AS APPROPRIATE, MUST BE SENT TO THE ABOVE ADDRESS WITHIN 30 DAYS OF COMPLETION OF THE PROJECT. FAILURE TO DO SO WILL RESULT IN A COMPLIANCE INSPECTION BY NYSDEC STAFF.**

\*Note: An as-built survey is required for the following categories of new construction: single family dwellings and additions, septic systems, decks, pools, ball fields and other shoreline stabilizing structures.

New York State  
Department of Environmental Conservation



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

Regional Permit Administrator

ROBERT A. B...

Permit Number

1-4736-00811/0001-0

Expiration Date \_\_\_\_\_

NOTE: This notice is NOT a permit

**New York State Department of Environmental Conservation  
Division of Environmental Permits, Region One**

Building 40 - SUNY, Stony Brook, New York 11790-2356

Phone: (631) 444-0365 • FAX: (631) 444-0360

Website: www.dec.state.ny.us



Erin M. Crotty  
Commissioner

**AMENDMENT TO PERMIT**

May 19, 2004

Mr. Frank Santomauro, P.E.,  
Chief, Planning Division  
Department of the Army  
New York District, Corps of Engineers  
Jacob K. Javits Federal Building  
New York, NY 10278-0090

Re: Water Quality Certification  
Westhampton Beach Groin Field/Borrow Areas  
NYSDEC Permit # 1-4736-00811/00001

Dear Permittee:

Your recent request to modify the above permit has been reviewed pursuant to 6NYCRR, Part 621. It has been determined that the proposed modifications will not substantially change the scope of the permitted actions or the existing permit conditions.

Therefore, the permit is amended to authorize:

**The utilization of two borrow areas directly adjacent to two previously approved borrow areas. The two areas are designated as "Borrow Area 4a" and "Borrow Area 5a" on the plan titled *Westhampton Borrow Area Core Location*, prepared by Coastal Planning and Engineering, Inc., dated 2/5/02 and stamped NYSDEC approved 5/18/2004.**

This letter is an amendment to the original permit and, as such, shall be available at the job site whenever authorized work is in progress.

**All other terms and conditions remain as written in the original permit.**

Very truly yours,

Roger Evans  
Deputy Regional  
Permit Administrator

cc: BMHP  
J. Pavacic, NYDSDEC



§ 6NYCRR 608: Water Quality Certification

00900 Att. D -2

00900 Att. D-2

00903-11

00900 Att. D -3

00900 Att. D-3

00903-12

PERMIT ISSUED TO		TELEPHONE NUMBER	
U.S. Army Corps of Engineers, New York District		(212) 264-2119	
ADDRESS OF PERMITTEE			
26 Federal Plaza Jacob J. Javits Federal Building New York, NY 10278-0090			
CONTACT PERSON FOR PERMITTED WORK		TELEPHONE NUMBER	
Roselle E. Henn, Chief Environmental Assessment Section - Planning Division U.S. Army Corps of Engineers, New York District 26 Federal Plaza New York, NY 10278-0090		(212) 264-2119	
NAME AND ADDRESS OF PROJECT/FACILITY:			
West of Shinnecock Interim Project (WOSI) aka Shinnecock Interim Project (SIIP) located on the Atlantic shoreline and Shinnecock Inlet, Hampton Bays, New York			
LOCATION OF PROJECT/FACILITY			
Atlantic shoreline at west side of Shinnecock Inlet and offshore, underwater borrow site located southwest of Shinnecock Inlet between 1 and 6 miles east of Shinnecock Inlet and approximately 1 to 1.5 miles south of the shoreline.			
COUNTY	TOWN	WATERCOURSE	NYTM COORDINATES
Suffolk	Southampton	Atlantic Ocean	E: 712.8 N: 4523.9
DESCRIPTION OF AUTHORIZED ACTIVITY: construction of a beach fill/dune system along a 4,000-foot-long area of Atlantic shoreline immediately west of west jetty of Shinnecock Inlet. Project would be maintained for approximately 6 years. Project consists of one initial sand fill of approximately 810,400 cubic yards and 2 subsequent renourishments of approximately 383,400 cubic yards each. Dune system design includes dune elevation of 15' MGD and width of 25' and beach berm with elevation of 9.5' and 90' width. Fill for initial renourishment cycle would be obtained from nearby offshore borrow site and fill for subsequent renourishments would be obtained from the Shinnecock Inlet Flood Shoal and/or the offshore borrow area. Maximum of approximately 120 acres of the 3,200-acre borrow area would be used for the initial nourishment and up to an additional 55 acres each would be used for each of the subsequent 2 renourishment cycles, if no other sand source is used, for a total potential acreage of 230 acres. Maximum depth of the borrow site after construction would range from 5' to 20' depending on environmental and operational requirements. Project includes environmental enhancements/features for endangered species including lowering part of the berm to allow more run-up and excavation of shallow ephemeral pools on the berm to provide additional plover foraging habitat. All work shall be in accordance with the Army Corps-prepared document, including approved plans, entitled "Fire Island to Montauk Point, Long Island, New York - Reach 2 West of Shinnecock Inlet Final Decision Document" with preparation date of January 2002 and date-stamped NYSDEC-approved May 31, 2002			

By accepting this permit, permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, the General Conditions specified (see page 2) and any Special Conditions included as part of this permit.

PERMIT ADMINISTRATOR:	ADDRESS
John W. Pavacic	NYSDEC Region 1, Division of Environmental Permits, Bldg. #40, SUNY, Stony Brook, NY 11790-2356

00900 Att. D -4

00900 Att. D-4

00903-13

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AUTHORIZED SIGNATURE	DATE May 31, 2002	Page 1 of 7
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00900 Att. D -5

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00900 Att. D-5

00903-14

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

00900 Att. D -6

00900 Att. D-6

00903-15

#### NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, agents, and assigns for all claims, suits, actions damages, and costs of every name and description, arising out of or resulting from the permittee's undertaking of activities or operation and maintenance of the facility or facilities authorized by the permit in compliance or non compliance with the terms and conditions of the permit.

**Item B: Permittee to Require its Contractors to Comply with Permit**

The permittee shall require its independent contractors, employees, agents and assigns comply with this permit, including all special conditions, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

**Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

**Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

#### GENERAL CONDITIONS

**General Condition 1: Facility Inspection by the Department**

The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when written or verbal notification is provided by the Department at least 24 hours prior to such inspection.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**General Condition 2: Relationship of this Permit to Other Department Orders and Determinations**

Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**General Condition 3: Applications for Permit Renewals or Modifications**

The permittee must submit a separate written application to the Department for renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing.

The permittee must submit a renewal application at least:

- a) 180 days before expiration of permits for State Pollutant Discharge Elimination System (SPDES) Hazardous Waste Management Facilities (HWMF), major Air Pollution Control (APC) and Solid Waste Management Facilities (SWMF); and
- b) 30 days before expiration of all other permit types.

Submission of applications for permit renewal or modification are to be submitted to:

NYSDEC Regional Permit Administrator, Region 1, SUNY Bldg #40, Stony Brook, NY 11790-2356

**General Condition 4: Permit Modifications, Suspensions and Revocations by the Department**

The Department reserves the right to modify, suspend or revoke this permit when:

- a) the scope of the permitted activity is exceeded or a violation of any condition of the permit or provisions of the ECL and pertinent regulations is found;
- b) the permit was obtained by misrepresentation or failure to disclose relevant facts;
- c) new material information is discovered; or

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DEC PERMIT NUMBER  
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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

00900 Att. D -9

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00903-18

ADDITIONAL GENERAL CONDITIONS FOR ARTICLES 15 (TITLE 5), 24, 25, 34 AND 6NYCRR PART 608

(6 NYCRR Part 608: Water Quality Certification)

1. If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.
2. The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
3. Granting of this permit does not relieve the applicant of the responsibility of obtaining any other permission consent or approval from the U.S. Army Corps of Engineers, U.S. Coast Guard, New York State Office of General Services or local government which may be required.
4. All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
5. Any material dredged in the conduct of the work herein permitted shall be removed evenly, without leaving large refuse piles, ridges across the bed of a waterway or floodplain or deep holes that may have a tendency to cause damage to navigable channels or to the banks of a waterway.
6. There shall be no unreasonable interference with navigation by the work herein authorized.
7. If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.
8. If granted under 6NYCRR Part 608, the NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.
9. At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work and, if required, a survey.
10. All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or his agent as part of the permit application.

Such approved plans were prepared by the U.S. Army Corps of Engineers and are contained in the NYSDEC-approved document entitled "Fire Island to Montauk Point, New York Reach 2 West of Shinnecock Inlet Final Decision Document" with preparation date of January 2002 and date-stamped NYSDEC-approved May 31, 2002.

00900 Att. D-10

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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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00903-21

SPECIAL CONDITIONS

1. Item A of the "NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS" and which is entitled "Permittee Accepts Legal Responsibility and Agrees to Indemnification" is included by the State of New York as the permit-issuing authority under the Clean Water Act. This specific permit condition (Permittee Obligation Item A) does not, nor is it intended to, apply to, abrogate or annul any obligation, responsibility or liability on the part of the State of New York to the Federal Government under the executed Project Cooperation Agreement for the jointly funded, Federal/State project for which this Permit (Water Quality Certification) is granted. Pursuant to that Agreement, the State of New York remains legally responsible to hold and save the Federal Government free from all damages arising from the construction, operation, maintenance, repair, replacement, and rehabilitation of the project and any project-related betterments, including liabilities arising from Item A, except for damages due to the fault or negligence of the Federal Government or its contractors.
2. The permittee and its contractor shall attend a pre-construction meeting with the NYSDEC Region 1 Office of Marine Habitat Protection, Bureau of Wildlife and Bureau of Coastal Erosion a minimum of 30 days prior to the commencement of regulated activities.
3. Due to the occurrence of New York State-listed endangered and threatened species within the project area, especially piping plovers, no work which involves the operation of machinery, redistribution of sand, grading, regrading, excavation or other physical disturbance is authorized during the period from April 1<sup>st</sup> through August 31<sup>st</sup> inclusive.
4. Dredging, including any dredging in either the offshore borrow area or Shinnecock Inlet Flood Shoal, is prohibited from June 1<sup>st</sup> through September 30<sup>th</sup> of each year to protect spawning finfish and/or shellfish.
5. Offshore borrow area dredging shall avoid all exclusion areas identified in the Main Report of the document entitled "Fire Island to Montauk Point, Long Island, New York - Reach 2, West of Shinnecock Inlet Final Decision Document" with preparation date of January 2002 and hereinafter referenced as the "Final Decision Document." This shall include the following areas:
  - a. The high density surf clam areas designated as Surf Clam Trawls ID #s 1, 2 and 11 (these are located on the west edge of the borrow site and northern edge of the borrow site, respectively) in Figure 20 (entitled "2001 Clam Survey - West of Shinnecock Inlet (WOSI) Borrow Area") Furthermore, no dredging shall be conducted within a 500-foot radius around these high-density surf clam areas.
  - b. All "Mud Flood" Channels or clay mud channels as identified in Figure 19, entitled "Identification and Delineation of Sand Borrow Sources, Shinnecock Inlet, N.Y.," in the Main Report of the Final Decision Document.
  - c. All portions of the borrow area within a 400-foot radius surrounding a possible historic shipwreck target located outside the northwest quadrant of the borrow area and all portions of the borrow area within a 1,000-foot radius surrounding a possible historic shipwreck target located within the southeast quadrant of the borrow area, as stated in Paragraph 221 entitled "Borrow Areas" in the Main Report of the Final Decision Document.At least 30 days prior to commencement of any dredging in the offshore borrow area and placement of sand in areas to be nourished, the permittee shall prepare an offshore dredging plan and submit two (2) copies of said plan to the Regional Manager, Office of Marine Habitat Protection, New York State Department of Environmental Conservation Region 1, Building 40, South State Street, NY 11790-2356. This plan shall utilize Figure 19, entitled "Identification and Delineation of Sand Borrow Sources, Shinnecock Inlet, N.Y." as a base map, shall show all of the aforementioned exclusion areas, shall delineate which areas are to be dredged (including latitude and longitude), shall be of a size large enough to be fully readable, shall include specifications, shall depict the location

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00900 Att. D -14

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00703-23

**SPECIAL CONDITIONS**

7. All dredging shall be conducted so as to leave a uniform bottom elevation, free of mounds or holes, at the completion of each dredging cycle.
8. Maximum depth of dredging in the offshore borrow area shall not exceed 10 feet.)
9. Construction of the West of Shinnecock Interim Project will be coordinated as much as possible with future Shinnecock Inlet navigational channel dredging operations to prevent conflicts and to minimize interference with the Interim project.
10. For each month following commencement of dredging activities, a written report shall be prepared which provides the exact location of dredging activities which occurred during that month and which summarizes the work which has been completed during that month. Said report shall be submitted, by the 15<sup>th</sup> day of the following month to the Regional Manager, Office of Marine Habitat Protection, New York State Department of Environmental Conservation - Region 1, Building 40, SUNY, Stony Brook, NY 11790-2356.
11. Within 90 days of completion of construction for the initial nourishment and each renourishment cycle, two (2) copies of a post-dredging, contoured bathymetric survey of the borrow area(s), and an "as-built" topographic survey of the beach, dune and all other project fill and work areas shall be provided to the Regional Manager of the Region 1 Office of Marine Habitat Protection, New York State Department of Environmental Conservation, Building 40, SUNY, Stony Brook, NY 11790-2356.
12. Prior to the commencement of any renourishment cycle, the permittee, in consultation with the New York State Department of Environmental Conservation, shall determine the potential for utilizing the Shinnecock Inlet Flood Shoal as a source of sand for the project prior to returning to and utilizing the offshore borrow area as a source of sand. The permittee shall make every reasonable effort to use the Shinnecock Inlet Flood Shoal sand prior to utilizing the offshore borrow area.
13. Prior to use of the flood shoal for renourishment, updated bathymetric and volumetric surveys of the flood shoal shall be conducted as indicated in the Final Decision Document. Furthermore, a NEPA Environmental Assessment examining the potential impacts of the use of the Flood Shoal shall be prepared, again in accordance with the aforementioned Final Decision Document.
14. SHINNECOCK INLET FLOOD SHOAL BENTHIC SAMPLING PROTOCOL  

Prior to use of the Shinnecock Inlet Flood Shoal as a source of sand for subsequent renourishments, the permittee, shall be required to implement a sampling program (previously outlined in a letter from NYSDEC to the Army Corps dated May 31, 2000) in the flood shoal to acquire baseline data about the shoal which shall also be incorporated into the NEPA Environmental Assessment referenced above. The following protocol shall be followed:

  - a. A total of 6 stations shall be utilized.
  - b. The stations shall be located within the box which defines the proposed flood shoal borrow area (as shown on a color photographic overlay showing locations of core samples, which was used during the late April 2000 field inspection of the flood shoal with the Town Trustees of the Town of Southampton and which was provided to the Permittee). The area to be sampled corresponds to the area south of the dashed line shown on the aforementioned diagram which avoids a possible eel grass or mussel bed, with the exception of one station located within the portion of the borrow area not to be dredged which shall serve as a reference. Stations 3, 4, 5 and 9, as shown on the photographic diagram, shall be used. The sixth station shall be in the visibly shallow portion of the flood shoal located immediately to the east of station 3.
  - c. A Smyth-Mac or similar grab equipment is to be utilized.

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00903-25

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

00900 Att. D -18

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00903-26

SPECIAL CONDITIONS

- f. Biological samples shall be preserved in a 10% formalin solution.
- g. Sampling shall be conducted in the Spring and Fall during a single calendar year.
- h. Sampling shall include replicates.
  - i. Organisms collected should be picked, sorted and identified to the species level. Appropriate statistical tests should be conducted.
- j. One grain-size sample should be collected at each station.

A draft of the final benthic sampling program for the flood shoal shall be submitted to and approved by the Regional Manager of the Region 1 Office of Marine Habitat Protection, New York State Department of Environmental Conservation, Building 40, SUNY, Stony Brook, NY 11790-2356, prior to commencement of any sampling activities within the flood shoal.

- 15. Post-construction monitoring of the offshore borrow area shall be conducted for a 3-year period following completion of the first dredging cycle. The Permittee shall be required to prepare and submit to NYSDEC a detailed post-construction monitoring plan for this purpose. No monitoring shall be conducted until NYSDEC has approved said plan in writing. The plan will be required to observe the following parameters:
  - a. Monthly demersal finfish sampling and biannual benthic sampling shall be conducted.
  - b. No BRAT analysis and no midwater trawls will be conducted.
  - c. The same sampling protocols should be used as were used during the pre-construction monitoring period, including the collection and recording of water quality data (temperature, salinity, conductivity, dissolved oxygen, pH and light transmission). (These sampling protocols are also described in Appendix G of the Final Decision Document.)
  - d. The same stations should be utilized as were utilized in the pre-construction monitoring program with the exception that at least two stations must be in the newly-dredged portion of the borrow area site.
  - e. The post-construction monitoring plan must be submitted to the Regional Manager of the Region 1 Office of Marine Habitat Protection, New York State Department of Environmental Conservation, Building 40, SUNY, Stony Brook, NY 11790-2356, within 90 days of the date of the effective date of this Water Quality Certification.
  - f. A post-construction monitoring report, which summarizes and includes the raw data, shall be submitted annually to the Regional Manager of the Office of Marine Habitat Protection.
- 16. Post-construction monitoring of the placement area shall be conducted for a 2-year period following completion of the first dredging cycle. The Permittee shall be required to prepare and submit to NYSDEC a detailed post-construction monitoring plan for this purpose. No monitoring shall be conducted until NYSDEC has approved said plan in writing. The plan will be required to observe the following parameters:
  - a. The protocols contained in the Final Decision Document related to this purpose.
  - b. Pre and post-construction beach profiles and elevations in the placement area and pre and post-construction color photographs. Monuments should be installed at appropriate locations for this purpose.  
00900 Att. D -19
  - c. Parameters should include Mean Low Water, Mean High Water, High Tide Line (Apparent High Water Line) seaward edge of berm, seaward toe of dune and dune crest.

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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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00900 Att. D-20

00903-29

SPECIAL CONDITIONS

- d. Permittee shall monitor and evaluate the condition of the placement area on a yearly basis every year in which the Water Quality Certification is in effect and shall submit a written and graphic report on the placement area condition to the Regional Manager of the Office of Marine Habitat Protection and the Bureau of Coastal Erosion, both of which are located at New York State Department of Environmental Conservation - Region 1, Building 40, SUNY, Stony Brook, NY 11790-2356, 30 days after the commencement of every calendar year in which the Water Quality Certification is in effect.
17. Post-construction monitoring and management of endangered and threatened species shall be conducted in the placement area following completion of the first dredging cycle. The Permittee shall be required to prepare and submit to the Regional Manager of the Region 1 Bureau of Wildlife, New York State Department of Environmental Conservation, Building 40, SUNY, Stony Brook, NY 11790-2356, a detailed monitoring and management plan for this purpose. No monitoring shall be conducted until the NYSDEC Region 1 Bureau of Wildlife has approved said plan in writing. The plan will be required to observe the following parameters:
- a. The plan must follow and include all the elements contained in Appendix F, entitled "Environmental Features Monitoring Plan," of the Final Decision Document.
  - b. The plan must include monitoring and management of piping plovers, least terns, roseate terns, common terns, Seabeach Amaranth and Seabeach Knotweed.
  - c. The monitoring plan must include monitoring of forage prey species, especially within the environmental features (ephemeral pools and stepped berm). Sticky sticks and core samples must be used to quantify invertebrate abundance. Control areas must be established in the placement area outside of the environmental features and in areas completely outside the placement area.
  - d. The plan and subsequent reports must evaluate the functionality of the enhancements and should compare invertebrate abundance within the enhancement areas to areas outside of the enhancement areas.
  - e. The plan should provide for pre and post construction surveys for and management of Seabeach Amaranth and Seabeach Knotweed as per paragraph 7.116 on EA-56 and the appendices of the Final Decision Document.
  - f. This plan must be submitted to the Regional Manager of the Region 1 Bureau of Wildlife, New York State Department of Environmental Conservation, Building 40, SUNY, Stony Brook, NY 11790-2356, within 90 days of the effective date of this Water Quality Certification.
18. Any disturbances created along access routes or staging areas shall be completely restored to their original condition.
19. All equipment, machinery and materials shall be stored and safely contained greater than 50 feet landward of the regulated wetland or water body at the end of each work day. This will serve to avoid the inadvertent leakage of deleterious substances into the regulated area. Fuel or other chemical storage tanks shall be contained and located at all times in an area greater than 50 feet landward of the regulated wetland or water body. If the above requirement cannot be met by the permittee, then the storage areas must be designed to completely contain any and all potential leakage. Such a containment system must be approved by NYSDEC staff prior to equipment, machinery or tank storage within 50 feet of the regulated wetland or water body.
20. Heavy equipment, including bulldozers, backhoes, payloaders, etc., shall not be operated in the wetland.
21. All refueling operations for heavy equipment utilized on the beach shall be conducted in existing, improved locations such as parking lots or streets. ~~No refueling shall be conducted on any beach areas.~~
22. There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activity.

00900 Att. D -23

00900 Att. D-22

00903-31

New York State Department of Environmental Conservation  
Division of Environmental Permits, Region One  
Building 40 - SUNY, Stony Brook, New York 11790-2356  
Phone: (631) 444-0365 • FAX: (631) 444-0360  
Website: www.dec.state.ny.us



**MODIFICATION TO WATER QUALITY CERTIFICATION**

John F. Tavolaro, Chief  
Operations Support Branch  
Operations Branch  
U.S. Army Corps of Engineers  
26 Federal Plaza  
New York, NY 10278

November 4, 2002

Re: Permit # 1-4736-04091/00001

Dear Mr. Tavolaro:

Your recent request to modify the above-referenced Water Quality Certification has been reviewed pursuant to 6NYCRR Part 621 (Uniform Procedures Regulations). It has been determined that the proposed modifications will not substantially change the scope of the permitted actions or the existing Water Quality Certification conditions. Therefore, the Water Quality Certification is amended to authorize:

Relocate dredge placement location as indicated on Figure 1 of the Supplemental Public Notice/Shinnecock Inlet 02 to 7,000 feet to 10,000 feet west of the jetty, if work is done in conjunction with the Interim Shinnecock Beach Nourishment project (Permit # 1-4736-04091/00007).

and subject to the following additional special conditions:

1. The dredge material discharge pipe shall be located landward of high water, with a diffuser attached to the end of the pipe. The pipe shall be located so that the discharge of material shall not impact existing dunes at the site. Material shall be discharged on the beach face seaward of the base of the dune and landward of apparent high water. No material shall be placed below apparent high water.
2. The proposed placement location (7,000 to 10,000 feet west of the jetty) is within 500 feet of a documented piping plover and least tern nesting area. For the duration of the permit, no work shall be conducted from April 1<sup>st</sup> through August 31<sup>st</sup> of any year.
3. Final revised plans which accurately depict the proposed location shall be submitted to both the Regional Permit Administrator and Regional Supervisor of the Division of Natural Resources, New York State Department of Environmental Conservation Region 1, Building 40, SUNY at Stony Brook, New York, 11790-2356, no later than 10 days prior to commencement of dredge material placement.

00900 Att. D-23

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This letter is an amendment to the original permit and previous amendment, and as such, shall be available at the job site whenever authorized work is in progress.

**All other terms and conditions remain as written in the original permit and previous amendments not superceded by the amendments contained herein.**

Very truly yours,



Mark C. Carrara  
Permit Administrator

cc: K. Graulich, BMHP  
File

00900 Att. D-24

00903-33



DAILY WHALE REPORTING LOG

PROJECT: MAINTENANCE DREDGING, \_\_\_\_\_

1. DATE: \_\_\_\_\_

2. WHALE SIGHTED: YES \_\_\_\_\_ NO \_\_\_\_\_

3. TYPE OF WHALE: \_\_\_\_\_

4. TIME: \_\_\_\_\_

5. NUMBER OF WHALES SIGHTED:

ADULT \_\_\_\_\_ JUVENILE \_\_\_\_\_

6. NUMBER OF WHALES INJURED:

ADULT \_\_\_\_\_ JUVENILE \_\_\_\_\_ WORK-RELATED: YES \_\_\_\_\_ NO \_\_\_\_\_

7. NUMBER OF WHALES KILLED:

ADULT \_\_\_\_\_ JUVENILE \_\_\_\_\_ WORK-RELATED: YES \_\_\_\_\_ NO \_\_\_\_\_

8. LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. SIGNATURE: \_\_\_\_\_

11. TITLE: \_\_\_\_\_

TURTLE OBSERVATION REPORTING LOG

PROJECT: MAINTENANCE DREDGING, \_\_\_\_\_

LOAD  
NUMBER: \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

LOCATION IN CHANNEL: LATITUDE \_\_\_\_\_ LONGITUDE \_\_\_\_\_

WEATHER  
CONDITIONS \_\_\_\_\_

PORT BASKET CONTENTS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TURTLE OR TURTLE PARTS PRESENT: YES \_\_\_\_\_ NO \_\_\_\_\_

COMMENTS AND OTHER OBSERVATIONS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

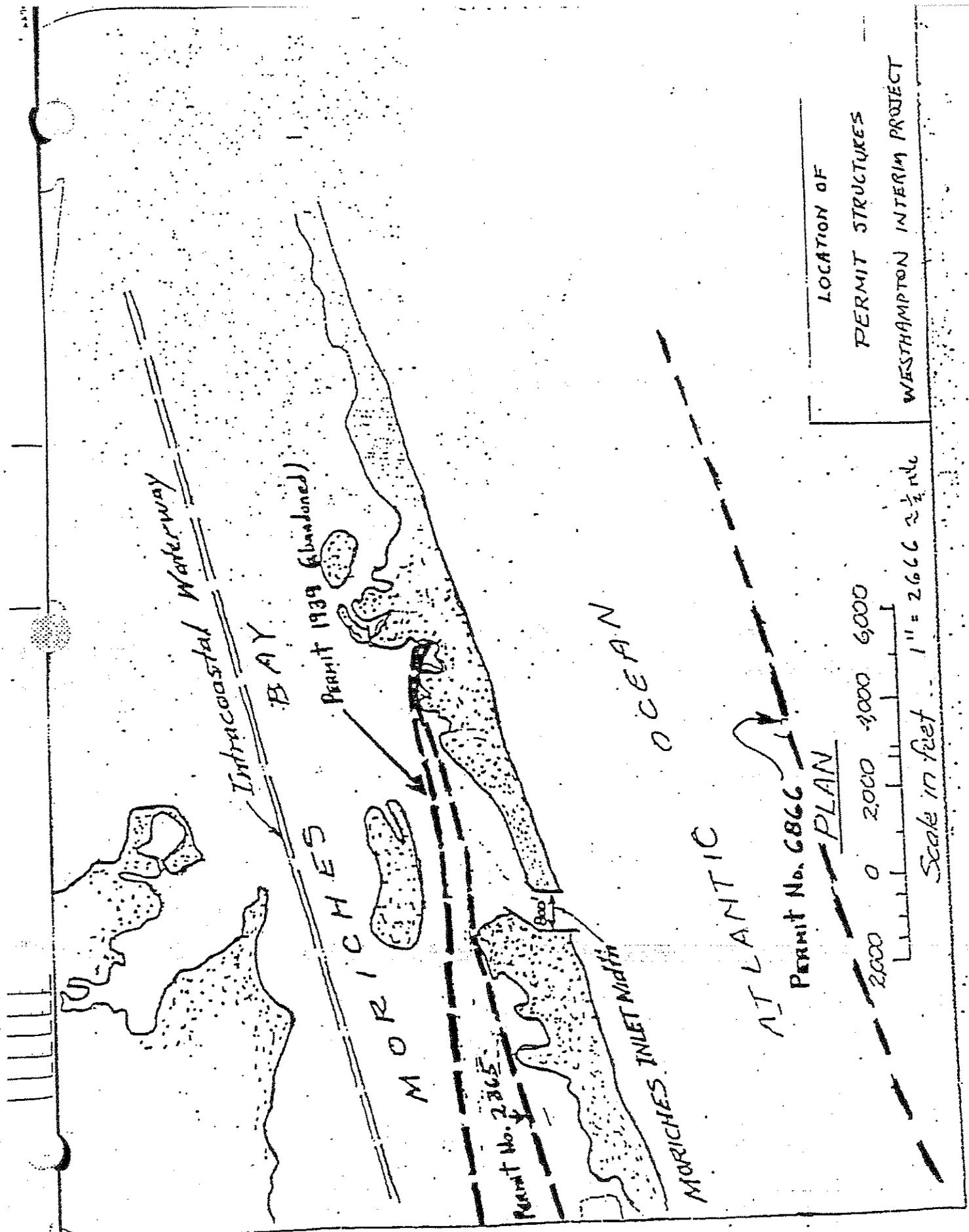
BRIDGE WATCH: TIME \_\_\_\_\_ LOCATION \_\_\_\_\_

NUMBER OF TURTLES SIGHTED \_\_\_\_\_

\_\_\_\_\_  
OBSERVER'S NAME

**SECTION 00904**

**PLAN  
LOCATION OF PERMIT STRUCTURE**



LOCATION OF  
 PERMIT STRUCTURES  
 WESTHAMPTON INTERIM PROJECT

Permit No. 6866  
 PLAN  
 2000 0 2000 4000 6000  
 Scale 1/4 inch = 2666 feet

**SECTION 00905**

**SUFFOLK COUNTY  
ACCESS AUTHORIZATION LETTER**

# COUNTY OF SUFFOLK



ROBERT J. GAFFNEY  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF  
PARKS, RECREATION AND CONSERVATION

PETER A. SCULLY  
COMMISSIONER

July 24, 2000

Clifford S. Jones  
Project Manager  
Department of the Army  
NY District, Corps of Engineers  
Jacob K. Javits Federal Building

Dear Mr. Jones:

Commissioner Scully has requested that as the Superintendent of Parks charged with general parks oversight that I contact you regarding the Westhampton Interim Project.

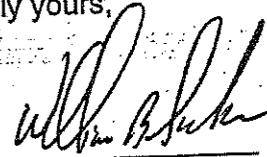
Be advised that as a follow-up to our recent meeting (6/22/00) at Cupsogue Beach County Park the Suffolk County Dept. of Parks grants access authorization for the Army Corps contractor subject to the following conditions:

1. Contractor barge will unload and load all related equipment and supplies that are part of the Westhampton Interim Project in same area as used previously or as directed by a duly appointed representative of Suffolk County Parks (Carl Lucas 852-8111 or beeper # (516) 925-3282).
2. Access to the oceanside beach will be via the parks emergency access cut. Contractor when on site should contact parks personnel for exact location and advise parks in advance as to when access will take place.
3. Contractor assumes all responsibility, liability and security for all equipment and supplies stored on site.
4. Contractor as directed by the Army Corps and with input from, and final approval by the Suffolk County Dept. of Parks will complete all site clean-up and restoration at the conclusion of the project. This will include areas of nesting shorebird habitat restoration located adjacent to barge landing site. Work to be completed as directed by park.



5. Any additional support equipment such as office trailer, vehicles etc. that may need to be kept or used on site should be coordinated with Suffolk Parks personnel. This would include any possible need for electric, water or sewer.

Sincerely yours,



William B. Sickles  
Superintendent of Parks

WBS:abg

cc: Commissioner Peter A. Scully  
Nick Gibbons, Environmental Analyst  
Carl Lucas, Park Supervisor, Cupsogue Beach County Park

## SECTION 01311

PROJECT SCHEDULE: BAR CHART  
NYD EDITION 08/97

## PART 1 GENERAL

## 1.1 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

## SD-12 Schedules

Initial Project Schedules; G, RO

Revised Project Schedule; G, RO

Periodic Schedule Update; G, RO

## SD-14 Progress Curve

Report Format; G, RO

## SD-15 Narrative Reports with Schedule Updates

Report Format; G, RO

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

## 3.1 GENERAL

Pursuant to the Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, and Special Contract Requirements SCHEDULING AND DETERMINATION OF PROGRESS the Contractor shall prepare and submit for approval a practicable project schedule. The schedule will be submitted within five (5) days after receipt of Notice to Proceed or as otherwise determined by the Contracting Officer.

## 3.2 BASIS FOR PAYMENT

The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

## 3.3 PROJECT SCHEDULE

The Project Schedule shall be in the form of a chart consisting of a series of bars graphically indicating the sequence proposed to accomplish each work feature or operation. Each bar will represent a work features, system or series of activities within the construction project. 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 Notice to Proceed

and indicating calendar days to completion. Interdependence of status of activities shall be shown. Horizontal time scale shall allow identification of the first work day of each week, which shall be identified. Space between bars shall be allowed for future revisions and notations.

#### 3.4 PROGRESS CURVE

With the Project Schedule the Contractor shall also submit for approval a progress curve which reflects 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.

#### 3.5 SCHEDULE AND PROGRESS CURVE UPDATES

Approved Schedule and Progress Curve will be updated monthly during the entire duration of construction. Not later than four days after the Monthly Progress Meeting the Contractor shall submit updated Project Schedule and Progress Curve. The updated versions shall include all approved contract revisions, progress of each activity to date of submission, and adjustments. Contractor shall also provide a very brief narrative report as required to indicate any problem areas, anticipated delays, impact on schedule, and corrective action.

#### 3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly on-site meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor will describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

-- End of Section --

## SECTION 01312

QUALITY CONTROL SYSTEM (QCS)  
(NYD VERSION 09/01)

## 1. GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

## 1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

## 1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01311, PROJECT SCHEDULE: BAR CHART, Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

## 2. QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

### 3. SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

#### **Hardware**

IBM-compatible PC with 200 MHz Pentium or higher processor

64+ MB RAM

4 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader

Color monitor

Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.

Connection to the Internet, minimum 28 BPS

#### **Software**

MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)

Word Processing software - MS Word 97 or newer

Internet browser

The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

Electronic mail (E-mail) compatible with MS Outlook

### 4. RELATED INFORMATION

#### 4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website ("<http://winrms.usace.army.mil/>");

### 5. CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

### 6. DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract

in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

#### 6.1 Administration

##### 6.1.1 Contractor Information

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

##### 6.1.2 Subcontractor Information

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

##### 6.1.3 Correspondence

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

##### 6.1.4 Equipment

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

##### 6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

#### 6.2 Finances

##### 6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item

Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. CLINs may include multiple activities, but activities may be assigned to only one such CLIN item. The total of all CLINs equals the Contract Amount.

#### 6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

#### 6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

##### 6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

##### 6.3.2 Deficiency Tracking.

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

### 6.3.3 Three-Phase Control Meetings

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

### 6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

### 6.3.5 Features of Work

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

### 6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC Testing, Transfer Property Listings, Installed Property Listings, and User Training requirements in QCS, all tied to individual pay activities. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

## 6.4 Submittal Management

The contractor will initially be required to enter all required submittal information into QCS. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns of ENG Form 4288, as required by Section 01330, SUBMITTAL PROCEDURES. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

## 6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01311, PROJECT SCHEDULE: BAR CHART, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01311 PROJECT SCHEDULE: BAR CHART). The contractor shall be responsible for ensuring the SDEF is in the format required to upload the data to QCS; otherwise, the contractor will be required to enter the data manually. The updated schedule data shall be included with each pay request submitted by the Contractor.

## 6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import Government-provided data.

## 7. IMPLEMENTATION

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

## 8. DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

### 8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

### 8.2 Disk or CD-ROM Labels

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

### 8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

## 9. WEEKLY SUBMISSION OF EXPORT FILES

The contractor shall, at a minimum, generate and submit weekly export files to the Government.

## 10. MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be

returned. The Government will not process progress payments until an acceptable QCS export file is received.

11. NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. The QCS module shall be completed to the satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, and Insurance, as approved by the Contracting Officer).

-- End of Section --

## SECTION 01330

SUBMITTAL PROCEDURES  
(CENAN-CO-CQ 3/04)

## PART 1 GENERAL

## 1.1 SUMMARY

This section covers procedures to be used in making submittals called for in the contract documents. In contracts which contain specific "Contractor Quality Control" requirements, the Contractor's Quality Control Representative shall carry out duties associated with submittal procedures.

In contract which do not contain specific CQC requirements, reference to "CQC Representative" shall be interpreted as reference to the Contractor's authorized representative, and references to "CQC Requirements" or "CQC Clauses" shall be interpreted as "requirements or clauses elsewhere in the contract."

## 1.2 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers and titles as follows:

## SD-01 Preconstruction Submittals

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

## SD-02 Shop Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

## SD-03 Product Data

Preprinted manufacturer material describing a product, system, or material, such as catalog cuts.

## SD-04 Samples

Samples, including both fabricated and un-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

## SD-05 Design Data

Submittals, which provide calculations, descriptions, or documentation regarding the work.

## SD-06 Test Reports

Reports of inspections or tests, including analysis and interpretation of

test results.

#### SD-07 Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.

#### SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material; including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

#### SD-09 Manufacturer's Field Reports

Daily reports from specially suppliers to the contractor that provide information, data, tests result for a product.

#### SD-10 Operation and Maintenance Data

Data, which forms a part of an operation and maintenance manual.

#### SD-11 Closeout Submittals

All data, documentations, information, and drawings to achieve contract closeout.

#### SD-12 Schedules

All data, documentations, information, and drawings to achieve contract closeout.

#### SD-13 Records

Documentation to record compliance with technical or administrative requirements.

### 1.3 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

#### 1.3.1 Government Approved/Acceptance (G)

Government approval is required for all specification submittal items found in specifications having structural steel connections, extensions of design, Fire Protection/Life Safety, and Commissioning of HVAC, and other items as designated by the Contracting Officer. Government approval/acceptance (G) is also required for all submittals designated as such in the technical specifications. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal, as described below.

### 1.3.2 Information Only (FIO)

All Contractor submittals not requiring Government approval/acceptance will be for information only. FIO submittals are identified in the approved submittal register Form 4288. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above. FIO Submittals will be retained at the project site and reviewed prior to Preparatory Meetings in accordance with CEGS-01451, CONTRACTOR QUALITY CONTROL.

### 1.3.3 Government Approval/Acceptance (G)

All submittals classified for Government Approval/Acceptance (G) are identified in the approved submittal register Form 4288. A code following the "G" designation indicates the approving authority; codes of "RO" for Resident Office approval, "DO" for Engineering approval, and "AE" for Architect-Engineer approval.

## 1.4 APPROVED/ACCEPTANCE SUBMITTALS

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

## 1.5 DISAPPROVED SUBMITTALS

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

## 1.6 WITHHOLDING OF PAYMENT

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

## PART 2 PRODUCTS (Not used)

## PART 3 EXECUTION

### 3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to

submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the Contractor's Quality Control CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

### 3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 3288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" "b" and "s" through "aa" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within 30 calendar days after Notice to Proceed (15 days if construction time is 180 days or less). If the Quality Control System (QCS) Module is required to be utilized on this contract as required by Spec. Section 01312 Quality Control System, then the contractor will be required to process and update the 4288 electronically, and make appropriate electronic submissions to the Government. Otherwise, the Contractor shall enter the submittal register in an appropriate electronic format such as MS Excel, manually. In both cases, the Contractor shall update the 4288 electronically, and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated. NOTE: The Contractor is required to add additional entries to the Submittal Register for all items requiring multiple submittals, including Formwork Shop Drawings per Lift, Concrete Reinforcement per Lift, Concrete Lift Drawings per Lift, Multiple Shop Assembly Drawings, etc. These entries should be made prior to original submission of the submittal register within 30 days of Notice to Proceed.

### 3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 10 calendar days shall be allowed and shown on the register for review and approval of submittals for food service equipment, refrigeration and HVAC control systems, computer software for specialty systems, electrical substations, and studies including electrical system coordination studies.

### 3.4 TRANSMITTAL FORM (ENG FORM 4025)

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

If the contractor is required in another section of the specifications to utilize the Quality Control System (QCS), the contractor will be required to generate and process this form electronically using the QCS System.

### 3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

#### 3.5.1 Procedures

At the Quality Control Coordination meeting, or preconstruction conference, the Contractor shall ascertain the name and address of each individual, agency, or firm who is designated to normally receive items for approval, for information or samples. The contractor shall complete ENG Form 4025, entering each item requiring a separate approval action as a separate item on the form, for each transmittal. A transmittal may consist of one or more 4025 sheets. The transmittal, consisting of ENG Form 4025 plus all applicable submittals, is then sent to the appropriate individual. On critical items the Contractor is encouraged to confirm receipt via telephone. The Contractor shall submit seven copies of submittals for approval and one for items for information.

#### 3.5.2 Deviations

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

### 3.6 CONTROL OF SUBMITTALS

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

### 3.7 GOVERNMENT APPROVED/ACCEPTANCE SUBMITTALS

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

### 3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of

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

### 3.9 STAMPS

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

CONTRACATOR (Firm Name)
<input type="checkbox"/> Approved
<input type="checkbox"/> Approved with corrections as noted on submittal data and/or attached sheet(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

-- End of Section --

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4200 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- |      |  |       |  |
|------|--|-------|--|
| A .. | Approved as submitted  | E ..  | Disapproved (See attached)   |
| B .. | Approved, except as noted on drawings.   | F ..  | Receipt acknowledged   |
| C .. | Approved, except as noted on drawings.<br>Refer to attached sheet resubmission required. | FX .. | Receipt acknowledged, does not comply<br>as noted with contract requirements |
| D .. | Will be returned by separate correspondence.   | G ..  | Other (Specify)  |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.



## SECTION 01355A

ENVIRONMENTAL PROTECTION  
02/02

## PART 1 GENERAL

## 1.1 SCOPE

This section cover 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 such 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.

## 1.2 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 CQC report required in Section 01451.

## 1.3 PERMITS OBTAINED BY THE CORPS OF ENGINEERS

The Contractor shall comply with requirements under the terms and conditions set out in the following permits obtained by the Corps of Engineers:

(1) A certification of consistency with the New York State Coastal Management Program was received for the project from the New York State Department of State by letter of November 9, 1994. (See Section 00903)

(2) A water quality certificate dated June 12, 1995 from the New York State Department of Environmental Conservation was received for the project. (See Section 00904).

## 1.4 SUBMITTALS

The Contractor shall submit an environmental protection plan in accordance with provisions as herein specified.

## 1.4.1 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 as specified in this section shall be submitted for approval to the commencement of dredging activities.

c. The 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 on non-use. Plan should include measures for marking the limits of use areas.

(10) Plan of borrow area.

#### 1.4.2 Implementation

After receipt of Notice to Proceed, the Contractor shall, within thirty (30) 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.

#### 1.5 SUBCONTRACTORS

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

#### 1.6 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed non-compliance 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 correction action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

#### 1.7 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.

### PART 2 PRODUCTS (NOT USED)

### PART 3 EXECUTION

#### 3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

##### 3.1.1 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.

##### 3.1.2 Protection of Endangered and Threatened Species

###### 3.1.2.1 Piping Plover, Least and Roseate Terns

The Contractor shall take all reasonable precautions to ensure the work is not conducted in a manner harmful to the Federally endangered piping plover and threatened roseate tern, as well as the New York state threatened least terns. The Contractor's personnel shall be aware of the presence of such

species and be sufficiently familiar with them so as to minimize contact with them during normal construction hours. The Contractor should advise all personnel that there are civil and criminal penalties for harming, harassing or killing species protected under the Endangered Species Act. As per the Biological Opinion, dated December 1994, prepared by the U.S. Fish and Wildlife Service (USFWS) for the project, the following Reasonable and Prudent Measures for Incidental Take for the Direct Effects of the Corps' Initial Construction Project and Subsequent Renourishment Activities must be implemented. Elements include surveys, monitoring, as well as sign posting and buffer establishment of both species. In addition, depending on the location of piping plover territorial, courtship, nesting, or brooding rearing areas, the Contractor may experience brief delays in staging and construction while the effectiveness of established buffer areas is determined.

1) Beginning on 1 April during the years that the initial construction project is underway, and continuing through the breeding season (15 August) or the date of the last fledging, a Corps' biologist(s) or designated representative(s) shall survey and monitor the action area and identify plover territorial, courtship and nesting areas. Symbolic fencing shall be erected by the Contractor in a 660 feet (200 meter) distance around these areas, if identified. In the event that the construction project may infringe a buffer zone during the initial construction project, the Corps shall contact the USFWS to examine the appropriateness of any potential modification to the buffer zone. The 660 feet (200 meter) buffer zones will be adjusted, as needed, to accommodate brood movements. The fence will consist of string fencing at a height of roughly four feet fastened to suitable poles placed no further than 15 feet apart. The fencing shall not impede the free movement of birds (including chicks unable to fly) into or out of the nest/colony and shall encompass an area of at least 300 feet (100 yards) around the nest/colony. The Corps biologist or designated representative will determine the adequacy of fencing so erected, and determine the need for additional protection. The zone within the fencing shall be OFF LIMITS to all personnel at all times. In the event that disturbance to shorebirds is occurring despite implementation of protective measures, the Contractor shall be directed by the Contracting Officer to immediately adjust or halt construction activities to eliminate the disturbance.

2) During renourishment activities, the Contractor will coordinate with the Contracting Officer to ensure that the hydraulic pipeline will be placed offshore, to the maximum extent practicable, to allow plover chicks unobstructed access to foraging habitat. Any pipes placed along the beach between the nest site and the water shall be buried below grade (at a minimum of 15 inches) for 300 feet (100 yards) with the slope being returned to pre-burial conditions.

During renourishment activities, predator enclosures, approved by the USFWS, shall be used, when appropriate, to protect nests until hatching.

#### 3.1.1.2.2 Seabeach Amaranth

During each construction cycle, the Contractor will provide a qualified biologist(s) or botanist(s) to survey the work sites for the Federally threatened plant species, seabeach amaranth on a weekly basis from 15 June to 15 July (in the event work takes place at this time) and from 15 September to 15 October to determine the presence of any plants. The Contractor shall take all reasonable precautions to ensure that his work is

not conducted in a manner harmful to the seabeach amaranth. The Contractor's personnel shall be aware of the presence of such species and be sufficiently familiar with them so as to minimize contact with them during normal construction hours. If no such sites are identified then no further action will be required. However, all such sites that are identified will be fenced off by the Contractor within 24 hours of notification. The fencing shall remain in place through the end of construction. The fence will consist of snow fencing at a height of three feet around a 10 foot diameter. The biologist or botanist will determine the adequacy of fencing so erected, and determine the need for additional protection. The zone within the fencing shall be OFF LIMITS to all personnel at all times. In the event that the plants cannot be avoided due to their spatial distribution and/or abundance, the Contracting Officer will contact the USWFS and New York Department of Environmental Conservation (NYDEC) to obtain the necessary permits to allow for plant transplantation to nearby suitable habitat (within the action area if possible) and seed collection (which would later be rebroadcasted).

### 3.1.3 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.

### 3.1.4 Work Area Limits

Prior to any construction the Contractor shall mark the areas that are not 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.

#### 3.1.4.1 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

#### 3.1.4.2 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. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments, as needed to use the areas developed, as approved by the

Contracting Officer.

#### 3.1.4.3 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 pans approved under paragraph 208 of the Clean Water Act.

#### 3.1.4.4 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, sedimentation basins, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

#### 3.1.4.5 Temporary Excavation and Embankments

Temporary excavations and embankments for plant or work areas shall be controlled to protect adjacent areas from despoilment.

#### 3.1.4.6 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.

#### 3.1.4.7 Disposal of Chemical Waste and Hazardous Wastes/Excess Hazardous Materials

The Chemical Wastes and Hazardous Wastes/Excess Hazardous Materials shall be stored in corrosion resistant containers in compliance with the Federal (USEPA-RCRA and USDOT), State and Local regulations and they will be removed from the work area and be disposed in accordance with the Federal (USEPA-RCRA and US DOT), State and Local Requirements.

#### 3.1.4.8 Disposal of Discarded Materials

Discarded materials other than those which can be included in the solid wastes category shall be handled as directed by the Contracting Officer.

#### 3.1.5 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 shall be conducted in the vicinity of the discovery until authorized by the Contracting Officer.

### 3.1.6 Protection of Water Resources

#### 3.1.6.1 Monitoring of Water Areas Affected by Construction Activities

The Contractor shall be responsible for monitoring water areas affected by construction activities. All water areas affected by construction activities shall be monitored by the Contractor.

### 3.1.7 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.

### 3.1.8 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 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.

#### 3.1.8.1 Particulates and Control

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.

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 3.1.8 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.

#### 3.1.8.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

#### 3.1.8.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

## 3.1.8.4 Monitoring of Air Quality

The Contractor shall be responsible for monitoring air quality. All air areas affected by the construction activities shall be monitored by the Contractor.

## 3.1.9 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

<u>Duration per day, hours</u>	<u>Sound level dB(A) slow response</u>
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:

$$Fe = T_1/L_1 + \dots + T_n/L_n \quad \text{where:}$$

Fe = Equivalent noise exposure factor

T() = The period of noise exposure at any constant level (in hours)

L() = The duration of the noise exposure at the constant level from Table 1

If Fe exceeds one (1), hearing protection is required.

## 3.2 POST CONSTRUCTION CLEAN UP

The Contractor shall clean up areas used for construction.

## 3.3 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. The work will be accomplished at the Contractor's expense.

## 3.4 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 created the particular pollutant.

### 3.5 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.

-- End of Section --

## SECTION 01420

## SAFETY

nyd 03/04

1.0 **SAFETY:** The contractor shall comply with all applicable Federal, State, and local safety and occupational health laws and regulations. Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1, 3 Nov 2003 (with latest changes as of bid date) will be applied to all work under this contract. The referenced manual may be purchased from the U.S. Government Printing Office, Superintendent of Documents, Mail Stop: SSOP, Washington, DC 20402-9328, or via the internet at [www.USACE.army.mil](http://www.USACE.army.mil).

1.1 **U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1:** This paragraph applies to contracts and purchase orders that require the Contractor to comply with EM 385-1-1 (e.g. contracts that include the Accident Prevention Clause at FAR 52.236-13 and/or safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health and then select Changes to EM). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as set in this solicitation.

2.0 **ACCIDENT PREVENTION PROGRAM:** Within fifteen (15) calendar days after receipt of Notice to Proceed, and at least ten (10) calendar days prior to the Preconstruction Safety Conference, four (4) copies of the Accident Prevention Plan shall be submitted for review and acceptance by the Contracting Officer or the Contracting Officers Representative (COR). 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".

3.0 **HAZARD ANALYSIS:** Prior to beginning each major phase of work, an Activity Hazard Analysis shall be prepared by the Contractor performing that work, and submitted for review and acceptance. The format shall be in accordance with EM 385-1-1, figure 1-2. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new contractor or work crew is to perform. (See Contractor Quality Control specification for further guidance regarding coordination of "Activities" and "Principal Steps" indicated in the Activity Hazard Analysis with Contractor Quality Control activities). The analysis shall define the activities to be performed and identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that phase until the activity hazard analysis has been accepted and a preparatory meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activities, including the government on-site representative(s). The activity hazard analyses shall be continuously reviewed and when appropriate modified to address changing site conditions or operations, with the concurrence of the site safety representative, the site superintendent, and the Contracting Officer. Activity hazard analyses shall be attached to and become part of the accident prevention plan or may be developed prior to each phase of work undertaken in the contract and

attached to the Quality Control reports.

3.1 Hazard analysis shall be used to identify and evaluate all substances, agents, or environments that present hazards and recommend control measures. Engineering and administrative controls shall be used to control hazards; in cases where engineering or administrative controls are not feasible, personal protective equipment may be used.

3.2 Information contained in MSDS (Material Safety Data Sheets) shall be incorporated in the hazard analysis for the activities in which hazardous or toxic materials will be used, or generated (e.g. fiberglass, crystalline silica, metal dust or fume, etc.)

4.0 **SITE SAFETY OFFICER:** The contractor shall identify an individual directly employed by the contractor as Site Safety Officer (SSO) responsible to the Contractor to implement and continually enforce the Accident Prevention Plan. The site safety officer shall not be the same individual as the Quality Control System Manager if the CQC System Manager is required to have no duties other than Quality Control. 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. Additional safety staff or alternate SSO may be assigned as determined by the Contractor. Alternate SSO must meet the same qualifications as the SSO.

4.1. The name, qualifications (training and experience) of the designated Site Safety Officer shall be included in the Accident Prevention Plan. The Site safety officer shall have the following qualifications:

a. A minimum of 5 years construction experience with at least 2 years experience in implementing safety programs at construction work sites for projects of comparable scope and complexity.

b. Documented experience in construction techniques and construction safety procedures.

c. Working knowledge of Federal and state occupational health and safety regulations.

d. Specific training in excavation safety, fall protection, and confined space.

e. CPR/First Aid certification (current).

f. Familiarity with and ability to use and implement the Corps of Engineers Safety Manual EM 385-1-1.

g. Successful completion within last 5 years (or as required by OSHA) of 10-hour OSHA Construction Safety Class.

4.2. Other Requirements: Other sections of the contract documents may also require separate specially qualified individuals in such areas a chemical data acquisition, sampling and analysis, medical monitoring, industrial hygiene, quality control, etc. Contractor must comply with all safety requirements.

5.0 **SITE INSPECTIONS:** The site safety officer shall perform frequent inspections of the job sites and the work in progress to ensure compliance

with EM 385-1-1 and to determine the effectiveness of the accident prevention plan. In addition, Quality Control personnel shall conduct and document daily safety inspections. Daily inspection logs shall be used to document inspections noting safety and health deficiencies, deficiencies in the effectiveness of the accident prevention plan, and corrective actions including timetable and responsibilities. The daily inspection logs will be attached to and submitted with the Daily Quality Control Reports or may be incorporated in the daily CQC report. Each entry shall include date, work area checked, employees present in work area, protective equipment and work equipment in use, special safety and health issues and notes, and signature of the preparer.

6.0 **HIGHLIGHTED PROVISIONS:** In addition to those items contained in EM 385-1-1, Appendix A, include the following items in the accident prevention plan:

6.1 Hard Hat Area. A statement that the jobsite is classified a "hard hat" area

6.2 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. If 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, identify at least two or more employees on each shift who are qualified to administer first aid and CPR.

6.3 Equipment Inspection. The type of inspection program on cranes, trucks, and other types of construction equipment the Contractor plans to implement. Who will be responsible for the inspection and how the Contractor will control equipment of sub-contractors and equipment bought to the site by rental companies. Types of records to be kept.

6.3.1 Copies of records of all equipment inspections will be kept at the job site for review by the designated authority.

6.4 Crane & Derrick Operators: Written proof of qualification for all crane and derrick operators in accordance with EM 385-1-1, 16.C.05. Qualification shall be by written (or oral) examination 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 shall be provided by the qualifying source.

7.0 **ACCIDENT REPORTS:** The contractor shall immediately report all accidents by telephone to the COR.

7.1 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 \$2000.00 within 48 hours of the accident. The report shall accurately represent the circumstances of the accident, cause of the accident, extent of medical treatment, extent of injuries and steps to prevent occurrence of similar accidents. The hazard analysis covering the work activity being undertaken during the accident shall be attached to the report.

7.2 Daily records of all first aid treatment not otherwise reportable 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 300 or equivalent as prescribed by 29 CFR 1904).

8.0 **MONTHLY EXPOSURE REPORTS:** The Contractor shall submit to the COR no later than the 1st day of each month, a compilation of manhours worked each month by the prime contractor and each subcontractor. In addition, the contractor shall report the number of accidents, severity, class of accidents, and lost time work days for each month.

9.0 **CLEAN-UP:** The Contractor's Accident Prevention Plan shall identify the individual's responsible for cleanup and shall establish a regular housekeeping procedure and schedule. 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 number of individuals appointed to the cleanup work crew shall be increased as required in order to render adequate cleanup.

10.0 **FOCUS AREAS:** To supplement and emphasize the requirements of EM 385-1-1, the following is provided and shall be met as applicable.

10.1 **Electrical Work:** Electrical work shall not be performed on or near energized lines or equipment unless specified in the plans and specifications and approved by the COR. Plan and layout of proposed temporary power to the construction site shall be submitted and approved by the COR before work will be permitted.

10.1.1 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.

10.2 If approved by the COR, the following work may be performed with the lines energized using certified hot line equipment on lines above 600 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.

10.3 **Energized Line Work Plan:** 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, including communication, for disconnecting power in the event of an accident will be outlined in the plan. The Contractor will review his/her plan with the COR prior to being granted permission to perform the work.

10.4. No work on lines greater than 600 volts will be performed from the pole or without the use of an insulated bucket truck.

10.5 No work will be done on overbuilt lines while underbuilt lines are energized, except for temporary isolation and switching.

10.6 Electrical Tools and Cords: Hand held electrical tools shall be used only on circuits protected by ground fault circuit interrupters for protection of personnel. All general use extension cords shall be hard usage or extra hard usage. Damaged or repaired cords shall not be permitted.

10.7 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. All electrical equipment located outdoors or in wet locations shall be enclosed in weatherproof enclosures in accordance with EM 385-1-1. Records of all tests and inspections will be kept by the contractor and made available on site for review by the designated authority. Submit sketch of proposed temporary power for acceptance.

10.8 Seat belts and ROPS shall be installed on all construction equipment. 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. 302.

10.9 Radiation Permits or Authorizations: Contractors contemplating the use of a licensed or DOD regulated radiological device or radioactive material on a DOD installation will secure appropriate permit or authorization from the Department of Army or Department of the Air Force, as applicable. A 45-day lead-time should be programmed for obtaining the necessary authorization or permit. When requested, the COR will assist the Contractor in obtaining the required permit or authorization.

10.9.1 The Contractor shall develop and implement a radiation safety program to comply with EM 385-1-1, Section 06.E. Provisions for leak tests, authorized personnel, transport certificates, etc. will be addressed in the radiation safety program.

10.10 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.

10.10.1 Only personnel trained in the use of elevating work platforms shall be authorized to use them. A list of authorized users will be maintained by the contractor at the job site. The list will be updated to remain current and made available for review on site by the designated authority. Personnel safety belts must be worn.

10.11 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 as described above is not feasible, or creates a greater hazard,

the Contractor will prepare a written fall protection plan in accordance with OSHA 29 CFR 1926.502(k). The plan will demonstrate the reasons that conventional fall protection is unfeasible or constitutes a greater hazard and will provide alternative safety measures for review and acceptance by the COR.

10.12 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.

10.12.1 Excavations hazards and methods for their control will be specified in the job hazard analysis.

10.12.2 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.

10.12.3 Support Systems: shall be in accordance with one of the systems outlined in a through c below:

a. Designs drawn from manufacturer's specifications and in accordance with all specifications, limitations, and recommendations issued or made by the manufacturer. A copy of the manufacturer's specifications, recommendations, and limitations will be in written form and maintained at the job site.

b. Designed by a registered engineer. At least one copy of the design shall be maintained at the job site during excavation.

c. Designs 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

10.12.4 Excavations Greater than 20 Feet in Height: Sloping and benching or support systems shall be designed by a registered professional engineer. Designs shall be in writing and at least one copy of the design 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.

10.13 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) reading 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.

11.0 **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.

12.0 **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.

**13.0 COORDINATION WITH OTHER SPECIFICATION SECTIONS:** The requirements of this section are meant to supplement requirements of other sections. In cases of discrepancies the most stringent requirements shall apply. Other safety-related requirements can be found in the following specification sections:

- a. Specification Section 00800, Special Contract Requirements
- b. Specification Section 00700, Contract Clauses, paragraph entitled "accident Prevention"
- c. Specification Section entitled "Contractor Quality Control"
- d. Other specifications or contract requirements relating to site safety or health requirement or medical monitoring.

**14.0 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 only lip service is being given to this program, 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.

-- End of Section --

## SECTION 01451

CONTRACTOR QUALITY CONTROL  
NYD Edition 12/99

## PART 1 GENERAL

## 1.1 REFERENCES

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

## AMERICAN SOCIETY FOR TESTING AND MATERIAL (ASTM)

ASTM D 3740	(1999c) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

## 1.2 PAYMENT

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

## 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

## SD-01 Preconstruction Submittals

Contractor Quality Plan (CQC); G, RO

Plan shall be submitted not later than 90 days after receipt of notice to proceed

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

## 3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and off site,

and shall be keyed to the proposed construction sequence. For purposes of this section the term "construction" shall include all items of work, activities, materials and equipment as indicated in the contract documents. Other sections of the contract documents may also require separate, specially qualified individuals in such areas as chemical data acquisition, sampling and analysis, medical monitoring, industrial hygiene, safety officer, etc. The CQC organization will coordinate the activities of these individuals. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the on-site individual with the responsibility for the overall management of the project including logistics and production.

### 3.2 QUALITY CONTROL PLAN

#### 3.2.1 General

The Contractor shall furnish for review by the Government, not later than 90 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 90 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

#### 3.2.2 Content of the CQC Plan

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

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to an officer in the Contractor's organization above the Project Superintendent, who is responsible for both quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function. Clear indication that CQC System Manager will have no duties other than Quality Control.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing

submittals, including those of subcontractors, off site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.) The Contractor shall incorporate all tests required by the contract (including systems commissioning and operating tests) to derive the above list of testing information which shall be presented in matrix form as part of the CQC Plan. This matrix shall be suitable for use by the Contractor and the Government as a checklist to control testing to be done on the contract. Coordinate any additional test submission or plan requirements for Mechanical and Electrical Systems with appropriate specialized specification section if applicable.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation. Provide matrix of Preparatory and Initial Inspections including specification reference paragraph, the name of the Definable Feature of Work, and spaces for date performed, results, and names of attendees.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable feature under a particular section. This list will cover all features of work on the project, and will be agreed upon during the coordination meeting.

j. A brief explanation of the duties of the CQC organization with respect to safety. Note that separate Accident Prevention Plan and Hazards Analysis is required for submission and acceptance.

k. Contractor's plan for training all CQC personnel in the CQC System.

### 3.2.3 Acceptance of Plan

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

### 3.2.4 Notification of Changes

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

subject to acceptance by the Contracting Officer.

### 3.3 COORDINATION MEETING

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 14 calendar days prior to the Coordination Meeting.

The initial plan submitted must be found acceptable by the Government before the Coordination Meeting can be held. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and off site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

### 3.4 QUALITY CONTROL ORGANIZATION

#### 3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The number of CQC personnel shall be increased as required during times of high construction workload. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

#### 3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, or shall hold a state Professional Engineer's license, with a minimum of 2 years construction experience on construction similar to this contract, one year of which as a Quality Control Representative. The CQC Manager may also be a construction person with a minimum of 4 years in related work, one year of which as a QC Representative. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager. The CQC System Manager shall be assigned no duties other than Quality Control.

#### 3.4.3 Organizational Expertise

The CQC organization, which includes the CQC System Manager and additional qualified personnel, must as a minimum possess general corporate technical knowledge of all aspects of the project, and must successfully execute the

CQC System on all aspects of the project. Individuals possessing experience in specialized areas shall be added to the organization as required during periods when such specialty areas are being executed. Examples of such specialized areas would include HVAC, electrical distribution and substations, roofing, tele-communication systems, fire protection and alarm systems, computer installations, specialized welding, specialized finishes, precast concrete installation, modular housing, specialized geotech work, dredging, sand placement and surveying, chemical data acquisition, hazardous material removal and disposal, medical monitoring, etc., depending on the nature of the particular project. The Contractor must demonstrate that such additional qualified personnel have received sufficient training and indoctrination into the CQC system, and that these personnel properly execute the requirements of the CQC System within their areas of expertise.

#### 3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed within the last five years the course entitled "Construction Quality Management for Contractors". This course is given at a cost of \$25 by Government personnel and is of two-day duration. The Government will provide one instruction manual for the course.

#### 3.4.5 Organizational Changes

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

#### 3.5 SUBMITTALS

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements and are submitted in accordance with the date on the submittal register. CQC personnel shall also make physical checks of materials and equipment before installation to insure compliance with approved shop drawings.

#### 3.6 CONTROL

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

##### 3.6.1 Preparatory Phase

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

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met per EM 385-1-1, "Safety and Health Requirements Manual".
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase meeting. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall clearly indicate its intent and plan for communication of the results of the preparatory phase to applicable workers, to include materials, construction methods, workmanship standards, safety considerations and procedures, and preparatory phase meeting minutes.

### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work (DFW) when the accomplishment of a representative sample of the work is impending.

The following shall be accomplished:

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

worker.

f. The Government shall be notified at least 48 hours in advance of beginning the initial phase meeting. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), the foreman responsible for the definable feature and the work crew(s) for the appropriate DFW. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location (i.e. CQC Report number) of initial phase shall be indicated for future reference and comparison with follow-up phases.

### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

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

### 3.6.5 Definable Feature of Work: Definition and Discussion

A Definable Feature of Work (DFW) is a portion of work consisting of materials, equipment, supplies and procedures which are closely related to each other, have the same control and will be accomplished by the same work crew to completion. A DFW must be sufficiently small so that control of the work (i.e. communication of requirements to workers, inspection of materials and workmanship and correction of deficiencies) will be easily accomplished. Some examples for various types of projects are:

- \* Rough-in of electrical boxes and wiring methods
- \* Lighting fixtures, receptacles, and accessories
- \* Panelboards, circuit breakers and motors.
- \* Water supply piping, fittings and supports
- \* DWV piping, fittings and supports for plumbing
- \* Concrete reinforcement and formwork
- \* Concrete mixing, placement, curing and finishing
- \* Testing Procedure for contaminated soil, materials and storage tank contents
- \* Storage Tank disassembly and removal

- \* Setting up of decontamination area, exclusion zones and standard safety procedures for asbestos removal

- \* Asbestos removal and disposal procedures

- \* Chemical Data Acquisition

- \* Preparation, removal and disposal of contaminated material

- \* Dredging and placement.

### 3.7 TESTS

#### 3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a laboratory which has been assurance inspected by the Corps of Engineers within the last two years. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

#### 3.7.2 Testing Laboratories

##### 3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment and calibration in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, aggregate and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329. The Government requires a Corps of Engineers capability check of the laboratory which the contractor proposes

to perform tests on soils, concrete, asphalt, aggregate and steel. If the laboratory proposed has not had the required Corps of Engineers capability check within the last two years, it will be performed by the Corps of Engineers at a cost of \$7200 to the contractor. This cost will be paid by the Contractor via check directly to the Corps of Engineers Laboratory performing the inspection and report.

#### 3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$7200 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory.

#### 3.7.3 On-Site Laboratory

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

#### 3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, as designated by the Government Representative. Coordination for each specific test, exact delivery location and dates will be made through the Area Office.

### 3.8 COMPLETION INSPECTION

#### 3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished the Contractor shall notify the Government that the facility is ready for the Government's "Pre-final" inspection.

#### 3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is ready to be occupied. A Government "Pre-final Punch List" will be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected and so notify the Government so that a "Final" inspection with the customer can be scheduled.

Any items noted on the "Pre-final" inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

### 3.8.3 Final Acceptance Inspection

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

### 3.9 DOCUMENTATION

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

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. "N/A" shall be entered into any field for which no entry is intended. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 16 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel. All documentation is expected to be literate, legible and complete.

### 3.10 SAMPLE FORMS

(Note: If the Quality Control System (QCS) (formally called Resident Management System (RMS)) is required to be used by the contractor for the QC System as indicated elsewhere in this contract, Contractor will generate all reports in the QCS System, and attached forms will serve as guidance only. Otherwise forms contained herein will be used by the CQC Staff for CQC System reporting ).

a. The 2-page form at the end of the section will be used for the basic CQC Report. CQC personnel shall attach continuation sheets as required for any entries which cannot fit on the basic form. Preparatory and Initial Inspections, when performed, shall be indicated on the basic CQC report and minutes for each inspection shall be attached. Minutes will consist of a list of specific requirements for materials, procedures or equipment to be employed and shall also include any understandings reached or items of special importance discussed.

b. In addition, outstanding deficiencies shall be listed on the form "List of Outstanding Deficiencies" at the end of this section and shall be attached to each CQC report. As deficiencies are corrected, they are to be acknowledged on the basic CQC report and shall be deleted from the list.

c. Form at the end of this section entitled "CQC Test Report List" shall be used by the Contractor to track testing to be done as the project progresses, and also to summarize the Contractor's Quality Control testing to be reported on the CQC Plan.

d. Form "Record of Preparatory and Initial Inspections" at the end of this section shall be used by the Contractor to track Preparatory and Initial inspections as the project progresses and also to summarize these required inspections as part of the CQC Plan.

e. Additional reporting forms pertaining to specialized activities may be included herein or elsewhere in the contract, and shall be used for reporting as indicated.

## 3.11 NOTIFICATION OF NONCOMPLIANCE

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

(FORMS FOLLOW)

-- End of Section --







1. Project Title: \_\_\_\_\_

Location: \_\_\_\_\_ Contract No.: \_\_\_\_\_

2. List Contractors and Subs Working This Day and Areas of responsibility of each

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Weather:

\_\_\_\_\_

4. Description and Location of Work of the Project (Also indicate days of no work and reasons for delay)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Labor and Equipment Breakdown by Trade (Attach Continuation)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Preparatory Phase Inspections Held (See Attached Minutes)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Initial Phase Inspections Held (See attached minutes)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## SECTION 01561

SCOPE OF WORK FOR ENDANGERED SPECIES OBSERVERS  
(Hopper Dredges Only)

## PART 1 GENERAL

## 1.1 PURPOSE

The Scope of Work (SOW) outlines the Contractor's requirements for conducting sea turtle and whale monitoring on board the Contractor's dredge. The Contractor will supply endangered species observers to be placed aboard the dredging vessel to monitor for the presence of sea turtles and record the observation of whales. Endangered species observers must be certified in writing as acceptable by the National Marine Fisheries Service (NMFS) for observing and handling endangered sea turtles. The data collected during this project will be used, along with additional data, to prepare a biological assessment on endangered species occurring within the New York District (District). The intent of the following requirements is to monitor the effect of hopper dredging on sea turtles within waters of the District.

## 1.2 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.

## PART 2 PRODUCTS

Not used.

## PART 3 EXECUTION

## 3.1 DETAIL REQUIREMENTS

The Contractor shall complete the following:

## 3.1.1 Site Description/Background

Endangered species observers will report to the Contracting Officer (the actual date will depend on contract arrangements between the District and the Contractor). The hopper dredge will be placing approximately 987,000 cubic yards of sand beach fill along approximately 15,400 feet of Atlantic shore in Westhampton between stations 534 and 688. Sand will be dredged from the eastern borrow area as shown on contracting drawing.

## 3.1.2 Endangered Species Protection

The Contractor shall provide education materials to all dredge personnel on sea turtles and whales, and instruct the dredge operator in the proper procedures used for documenting any whale sightings. Said material will be provided by endangered species observers. The dredge operator and endangered species observers are responsible for recording the presence of any whales within or around the entire project site. The Contractor shall advise all dredge personnel that there are civil and criminal penalties for harming, harassing or killing sea turtles and whales that are protected under the Endangered Species Act.

### 3.1.3 Accommodations for Endangered Species Observers

The Contractor shall provide the following to endangered species observers:

- a. Separate and private sleeping quarters, bathroom and shower facility for exclusive use of endangered species observers.
- b. Accommodations and meals equal to that received by the dredge officers.
- c. Transportation to and from the dredge vessel and the mainland.

### 3.1.4 Provisions of Endangered Species Observers Monitoring

- a. The Contractor will provide endangered species observers on-board the dredge vessel observation coverage approximately fifty (50) percent of the total dredging time from 15 June to 15 November of the calendar year.
- b. Endangered species observers will check for the presence of sea turtles and/or fragments of sea turtles entrained with the dredge materials brought on-board the dredge or seen in the vicinity of the dredging vessel.
- c. Inspect baskets and/or screens to ensure that they are functional and meet specifications as described in paragraph 3.1.7 below.
- d. The Contractor will provide additional man power resources from the dredge crew to assist endangered species observers. Endangered species observers and the District biologist will determine if assistance is needed. Additional man power may be needed for, but is not limited to, the following:
  - i. Cleaning, fixing, deploying and emptying specimen collection equipment.
  - ii. Installing and maintaining sufficient lighting.

### 3.1.5 Detail Criteria for Endangered Species Observers

Endangered species observers shall:

- a. Initiate endangered species monitoring at 00:01 am on 15 June of the calendar year or upon commencement of dredging, whichever date is earlier.
- b. Conduct subsequent monitoring so that the total aggregate time on-board the dredge equals fifty (50) percent of total time the dredging operation.
- c. Provide inspection coverage on a rotating, six (6) hours on and six (6) hours off basis.
- d. Rotate six (6) hour monitoring periods from week to week.
- e. Fill out a Turtle Observation Reporting Log Sheet for each load (see attachments).

f. Fill out an Incidental Report of Sea Turtle Mortality Sheet (see attachment), and follow procedures in paragraph 3.1.6 below, if a sea turtle has been taken.

g. Observe for the presence of whales during each six (6) hour monitoring period, and fill out a Daily Whale Reporting Log (see attachments).

h. Assemble a detailed season summary report.

### 3.1.6 Disposition of Turtle Parts

Should an incidental take of a sea turtle occur, endangered species observers shall:

a. Fill out a Turtle Observation Reporting Log Sheet and an Incidental Report of Sea Turtle Mortality Log Sheet (see attachments).

b. Photograph, using color film, sea turtles and/or their parts.

c. Place in plastic bags, dead sea turtles and/or their parts, label to note location, time and date taken, and store in a freezer, which will be supplied by the Contractor.

d. Immediately contact the District biologist at 212-264-0195.

e. Examine any live sea turtle for injury and release, if not seriously injured. If an injury is such that would prohibit release, endangered species observers will contact the District biologist at 212-264-4663.

### 3.1.7 Hopper Dredge Modifications

The Contractor shall:

a. Install baskets and/or screens over the hopper inflow and overflow, and any opening(s) that is/are present along the inflow pipe infrastructure to ensure one hundred (100) percent screening of dredging material. Hopper dredges not capable of screening both inflow and overflow of dredge material will not be accepted under this contract. Baskets and/or screens and/or inflow openings shall have openings that do not exceed four (4) inches by four (4) inches. The design and method of fabrication will depend on the construction of the dredge being used and shall be subject to approval by the Contracting Officer, upon conferral with the District biologist. Baskets and/or screens shall remain in place during all dredging operations during monitoring weeks from commencement of dredging or 15 June, whichever is earlier, to 15 November of the calendar year. Metal that is resistant to erosion from sandblasting will be used to fabricate baskets and/or screens.

b. Repair baskets and/or screens, if openings exceed four (4) inches by four (4) inches.

c. Install and maintain sufficient lighting to properly and safely examine collected specimens. Endangered species observers and the District biologist will determine the amount of light needed.

### 3.1.8 Special Dredge Operating Requirements

The Contractor shall:

- a. Allocate sufficient time for endangered species observers to examine dredged material that was collected and document findings before initiating pump-out of dredge material. Endangered species observers and the District biologist will determine if additional time is needed.
- b. Undertake evasive maneuvers to avoid collision with sea turtles and/or whales.
- c. Repair baskets and/or screens before the next dredge cycle begins. Endangered species observers and the District biologist will determine if repairs meet specifications as defined in paragraph 3.1.7 above. Endangered species observers will contact the District biologist as soon as possible, if dredging proceeds before repairs are made.
- d. Keep adequate supply of repair material for baskets and/or screen in stock on the vessel.

### 3.1.9 General Hopper Dredge Requirements

The Contractor is responsible for the following:

- a. Providing endangered species observers with a statement of dangers associated with work on-board the dredge vessel.
- b. Ensuring that endangered species observers follow safety requirements and recommendations while on-board the dredge vessel and while in transit between the dredge and the mainland.
- c. Obtaining a copy of the Corps of Engineering Manual, EM 385-1-1, dated 3 November 2003, entitled "Safety and Health Requirements Manual".

### 3.1.10 Reporting

The Contractor shall follow the reporting procedures listed below:

- a. A sample Turtle Observation Reporting Log Sheet is provided (see attachment) and shall be completed for every cycle (load), whether sea turtles are present or not.
- b. All data in the original form shall be submitted directly to Mr. Peter Weppler, U.S. Army Corps of Engineers, CENAN-PL-EA, 26 Federal Plaza, New York, New York 10278-0090, at the end of each monitoring week. Weekly summaries will be faxed to Mr. Weppler at 212-264-6040 as soon as they become available. Copies of the data will be supplied to the District Contracting Officer. Following completion of the project, a copy of the Contractor's log regarding sea turtles and whales shall be forwarded to the District biologist.
- c. Continuous liaison with the District biologist shall be maintained to avoid problems with execution of this endangered species observation program, and to ensure compliance with prescribed Corps of Engineers policies and procedures. It will be responsibility of the Contractor to report significant developments.

d. The detailed season summary report shall be submitted to the District biologist by 01 December of the calendar year.

e. Any sighting of an injured or incapacitated sea turtle or whale will be reported immediately to the District biologist.

#### 3.1.11 Inspections by the Project Biologist

On 15 June of the calendar year or upon the commencement of dredging, whichever date is earlier, the District biologist will inspect the dredge vessel to ensure that all criteria and modifications have been met. At the District biologist's discretion, he/she may make inspections to ensure that the endangered species observation program is being properly executed. The Contractor will provide the District biologist with accommodations as defined in paragraph 3.1.3 above.

-- End of Section --

## SECTION 02201

## BEACH FILL PLACEMENT

Item No. 1 - Mobilization and Demobilization for Hydraulic Beach Fill

Item No. 2a - Hydraulic Beach Fill for Renourishment Contract 2

Item No. 2b - Hydraulic Beach Fill for West of Shinnecock Inlet

Item No. 4 - Environmental Pools

Item No. 5 - Sand Fencing

## PART 1 GENERAL

## 1.1 MOBILIZATION AND DEMOBILIZATION, PAYMENT ITEM NO. 1

Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, such as transfer of dredge and attendant plant and equipment to site, initial installations of pipe, preparation of beach fill areas, and other incidentals in advance of the actual dredging. Demobilization shall include general preparation for transfer of plant to its home base, removal of pipelines, cleanup of beach fill areas, and transfer of plant to its home use. The cost of work other than mobilization and demobilization of the Contractor's dredging plant and equipment shall not be included in this item. For payment for Mobilization and Demobilization see contract clause 00700-89.

All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and 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.

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.

## 1.2 WORK COVERED BY CONTRACT PRICE FOR HYDRAULIC BEACH FILL, PAYMENT ITEM NO. 2a AND PAYMENT ITEM NO. 2b

The contract unit price per cubic yard for Item No. 2a and Item No. 2b of the price schedule shall include the complete cost of dredging and placement of beach fill as specified herein and indicated on the drawings.

### 1.2.1 Dredging of Westhampton Borrow Areas

The beach nourishment to be done under these specifications for the Westhampton Interim Area will be the dredging of the Westhampton Borrow Areas 4B and 5A with placement of the dredged sand along the shoreline between Stations 534+01.59 to 688+00 in Westhampton, as shown on the contract drawings.

### 1.2.2 Dredging of Shinnecock Inlet Borrow Area

The beach nourishment to be done under these specifications will be the dredging of the Shinnecock Inlet Borrow Area with placement of the dredged sand along the shoreline up to 4,000 feet west of the western jetty at Shinnecock Inlet as shown on the contract drawings.

#### 1.2.2.1 Beach Fill Placement West of the West Jetty at Shinnecock Inlet

The beach fill placement from 0 feet to 4,000 feet west of Shinnecock Inlet shall consist of one (1) berm. The berm width varies in size and will extend at it's widest a maximum of 318 feet seaward from the reference line shown on the contract drawings at an elevation of +9.5 feet NGVD. A seaward slope of 1 on 15 will extend to the ocean bottom. The existing dune system is to be enhanced by adding to the existing dune a new dune seaward of the of the existing dune system with a 25 feet crest width at an elevation +15.0 feet NGVD, which diminishes at the western transition to tie into the existing dune system. Side slopes of 1 on 5 on both sides of the dune will extend to the existing ground elevation. After enhancement of the dune system, beach grass shall be planted on the created dune system as described in Section 02481 Beach Grass.

### 1.3 MEASUREMENT AND PAYMENT

#### 1.3.1 Beach Fill Placement - Westhampton Interim Renourishment

The total amount of material acceptably placed on the beach (from the borrow areas) is to be paid for at the contract unit price for Item No. 2a, shall be measured by the cubic yard in place on the beach by computing the volume between the beach surface shown by a survey made before filling and beach surface shown on a survey after filling. The reference datum shall be NGVD. No payment shall be made for material placed:

(1) In excess of the quantity to the design grade plus the 12" tolerance. See paragraph 3.2.8 for exception below elevation +4.0 NGVD.

(2) For the extent of the project (Sta. 534+01.59 to Sta. 688+00), above El +9.5 ft. NGVD plus tolerance; beyond the point where the 1 on 20 slope line from El. +9.5 ft. NGVD plus tolerance, intersects +0.0 ft. NGVD; beyond the point where the 1 on 15 slope line from El. +0.0 ft. NGVD plus tolerance, intersects the ocean bottom. See paragraph 3.2.8 for exception below elevation +4.0 NGVD.

(3) Which was obtained from outside the designated borrow area or below the maximum dredging limit of the borrow area, except as directed by the Contracting Officer or his representative.

##### 1.3.1.1 Original and Final Surveys

The Government shall make original and final surveys under the supervision of the Contracting Officer's representative and shall make computations to

determine the quantities of materials placed on the beach for acceptance.

#### 1.3.1.2 Surveys for Progress Payments

The Contractor will make any surveys for periods for which progress payments are requested and shall make the computations based on these surveys.

#### 1.3.1.3 Initial and Final Surveys

Initial and final surveys for acceptance will be taken immediately prior to and after fill placement. Before fill, surveys shall not be taken more than 14 days prior to fill placement. Surveys will be taken on parallel profile lines (ranges) spaced at a maximum of 100-foot intervals. The minimum stationing interval will be 25 feet or at breaks in slope.

#### 1.3.1.4 Original Field Notes, Computations and Other Records

All original field notes, computations and other records for the purpose of layout of surveys conducted by the Contractor shall be recorded in duplicating field books, the original pages of which shall be furnished promptly to the Contracting Officer, or his representative, at the site of work. The Contractor shall furnish the Contracting Officer, or his representative, profile data for the survey on a computer disk. The survey data shall be in a format compatible with both the HYPACK or ISRP program and in X, Y, Z format, and stored on 3-1/2 inch floppy disks compatible with the MS-DOS operating system. The Contractor shall submit to the Contracting Officer, prior to surveying, a base line drawing showing all offsets, elevation, reference lines and range line locations to be utilized.

#### 1.3.1.5 Original Drawings

All original drawings that are submitted to the Contracting Officer will be accompanied by three prints of each.

#### 1.3.2 Temporary Fencing

No separate payment shall be made for this temporary fencing, and all costs in connection therewith shall be included in the contract unit price for payment item No. 2a - Hydraulic Beach Fill.

### 1.4 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. See Contract Clause entitled: "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK" (FAR 52.236-3).

### 1.5 SEDIMENTATION PERMITS

No local governmental sedimentation or erosion control permits are required for this work except that as required in accordance with Contract Clause entitled: "PERMITS AND RESPONSIBILITIES" (FAR 52.236 7).

### 1.6 SUBMITTALS

The Contractor shall submit for approval, by the Contracting Officer and/or his Representative, his plan for development of any contractor-furnished placement areas or any modification to the Government furnished placement

area. This plan shall show areas or portions thereof to be used. The plan shall also show the manner in which the dredged material will be distributed in the areas. Such plans shall be provided by the contractor at the Preconstruction Conference (see Section 00800 paragraph 36). If the plan is not accepted the Contractor is to perform the work in accordance with the specifications.

#### 1.7 QUALITY CONTROL

a. **QUALITY CONTROL:** The Contractor shall establish and maintain quality control for material placement 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 and manipulation and control of the dredge discharge.

2) Placement of sand fill material, including continuity and order of placement; distribution of material and measures used to control loss of material.

b. The Contractor will have a "NOTICE TO MARINERS" published by the Coast Guard 15 days prior to start of work.

c. **Disposal Plan:** The Contractor shall submit for approval his disposal plan at the Preconstruction Conference (Section 00800 36). The disposal plan shall include the particular site(s) to be utilized, all special conditions (i.e., NYSDEC, etc.) specific to sites(s) being used, contractor access to the site(s) locations and cross-section of existing and proposed dikes, maximum elevations and quantities of disposal material for each site, weir and drainage structure locations, manner in which the dredged material will be distributed in the areas, beach planting scheme, etc. 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.

d. **Pre-Construction Site Visit:** Prior to actual construction of any placement site, the Contractor and the Contracting Officer and/or his representatives shall visit the site(s) for the purpose of delineating areas of access avoidance (cultural resource and/or wetland concerns).

e. **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.

f. **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.

g. Inspection of Structures and Adjacent Areas. The Contractor shall inspect all dikes, roads, waste weirs, and 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.

h. 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.

i. Containment Structure Restoration. The Contractor shall restore any feature of any containment structures as required to prevent the escape of dredged material from the disposal site on to adjacent areas.

j. 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 the Water Quality Certificates (Section 00903).

k. New York State Water Quality Certifications. The contractor shall comply with all requirements identified in the NYSDEC Water Quality Certificate (WQC) including all special conditions. A copy of the WQC is included in Section 00900 J, Attachment E of this specification.

l. Removal of Containment Area Structures. Any 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.

m. The contractor shall obtain grab samples of the placed fill from: the beach backshore; edge of berm; mean high water (MHW); and mean low water (MLW). One set of samples shall be taken every 200 feet along the placed fill area. A grain size analysis of each sand sample will be made using sieve sizes comparable to the Wentworth size classifications (shown in Section 00900 attachment J) and the results plotted on an appropriate curve format. The laboratory analysis results and plotted grain size distribution curves shall be furnished with the Daily Construction Quality Reports.

## 1.8 REPORTING REQUIREMENTS

### 1.8.1 Daily Report of Operations

The Contractor will, on Eng. Form 4267, be required to prepare and maintain a daily report of operations and inspections and furnish copies thereof to the Contracting Officer or his representative. All the forms prescribed for the required information are in Section 00901. Further instructions on the preparation of the report will be furnished at a pre-construction conference. Attached to the form, the Contractor shall submit a plan of the borrow area indicating the location, depth and extent of his dredging operations for that day.

### 1.8.2 Hopper Dredge Operation

When a hopper dredge operation is used, the Contractor will submit daily records of hopper loads, including tonnages of empty and fully loaded conditions prior to pumpout. For all types of dredge operations the Contractor will furnish production meter records (using properly calibrated instruments) of suctionline densities and pipeline velocities. Production meter records and loadmeter records must be cataloged either by time of day or load number.

## 1.9 MEASUREMENT AND PAYMENT

### 1.9.1 Beach Fill Placement - West of Shinnecock Interim

The total amount of material acceptably placed on the beach (from the borrow area) is to be paid for at the contract unit price for Item No. 2b, shall be measured by the cubic yard in place on the beach by computing the volume between the beach and dune surface shown by a survey made before filling and beach and dune surface shown on a survey after filling. The reference datum shall be NGVD. No payment shall be made for material placed:

(1) In excess of the quantity to the design grade plus the 12" tolerance. See paragraph 3.2.8 for exception below elevation +4.0 NGVD.

(2) For the extent of the project, above the dune dimensions plus tolerance, above El.+9.5 ft. NGVD plus tolerance; beyond the point where the 1 on 15 slope line from El.+9.5 ft. NGVD plus tolerance, intersects the ocean bottom. See paragraph 3.2.8 for exception below elevation +4.0 NGVD.

(3) Which was obtained from outside the designated borrow area or below the maximum dredging limit of the borrow area, except as directed by the Contracting Officer or his representative.

#### 1.9.1.1 Original and Final Surveys

The Government shall make original and final surveys under the supervision of the Contracting Officer's representative and shall make computations to determine the quantities of materials placed on the beach for acceptance.

#### 1.9.1.2 Surveys for Progress Payments

The Contractor will take any surveys for periods for which progress payments are requested and shall make the computations based on these surveys.

#### 1.9.1.3 Initial and Final Surveys for Acceptance

Initial and final surveys for acceptance will be taken immediately prior to and after fill placement. Before fill surveys shall not be taken more than 14 days prior to fill placement. Surveys will be taken on parallel profile lines (ranges) spaced at a maximum of 100-foot intervals. The minimum stationing interval will be 25 feet or at breaks in slope.

It is emphasized that bin or scow measurements shall not be used as a basis for partial or final payment.

#### 1.9.1.4 Original Field Notes

All original field notes, computations and other records for the purpose of layout of surveys conducted by the Contractor shall be recorded in duplicating field books, the original pages of which shall be furnished promptly to the Contracting Officer, or his representative, at the site of the work. The Contractor shall furnish the Contracting Officer, or his representative, profile data for the survey on a computer disk. The survey data shall be in a format compatible with both the HYPACK or ISRP program and in X, Y, Z format, and stored on 3-1/2 inch floppy disks compatible with the MS-DOS operating system. The Contractor shall submit to the Contracting Officer, or his representative, prior to surveying, a base line drawing showing all offsets, elevation, reference lines and range line locations to be utilized.

#### 1.9.1.5 Original Drawings

All original drawings that are submitted to the Contracting Officer, or his representative, will be accompanied by three prints of each.

#### 1.9.2 Mobilization and Demobilization

See Paragraph 1.1 above for payment requirements for Mobilization and Demobilization for Hydraulic Beach Fill.

#### 1.9.3 Beach Grass Planting

The total amount of beach grass (Price Schedule - Item 3) planted on the reconstructed dunes will be paid and measured for on a square yard basis.

#### 1.9.4 Environmental Pools

The creation of the environmental features (Price Schedule - Item 4) will be paid for on a lump sum basis.

#### 1.9.5 Sand Fencing

The total amount of sand fencing erected (Price Schedule - Item 5) will be paid for a linear foot basis.

#### 1.9.6 Temporary Fencing

No separate payment shall be made for the erection and removal temporary fencing required, and all costs in connection therewith shall be included in the contract unit price for payment Item No. 2b - Hydraulic Beach Fill.

### PART 2 PRODUCTS

#### 2.1 CHARACTER OF MATERIALS

The character of materials within the borrow areas is provided in Section 00902. If rock, rubble, or any other debris is encountered during dredging, the Contractor shall immediately cease operations and relocate to another section of the borrow areas. He shall report the encounter with the rock, rubble or any other debris on the quality control form and immediately notify the Contracting Officer, or his representative, verbally, providing location in Long Island Lambert coordinates of the area of rock, rubble or any other debris. Rock, rubble, or any debris larger than two (2) inches in diameter which is excavated and placed on the beach will be removed by the

Contractor, totally at his own cost. If the Contractor fails to remove the rock, rubble, or any other debris, such material may be removed by the Government and the cost of such removal may be deducted from the money due, or to become due to the Contractor or may be recovered under his bond. Bidders are expected to examine the site of the work and boring samples and decide for themselves the character of the materials.

## 2.2 BORROW AREAS

### 2.2.1 Quantity

#### 2.2.1.1 Westhampton Interim Renourishment

For the Westhampton Interim Renourishment Project, a sufficient quantity of material suitable for the beach fill is available from two borrow areas, 4B and 5A, shown on the Contract Drawings. Borrow Area 4B is located approximately 6200 feet offshore of the Long Island shore at Station 740+00. Borrow Area 4B is approximately 2240 feet long by 1650 feet wide. Borrow Area 5A is located approximately 3500 feet off of the Long Island shore, and approximately 6000 feet east of existing groin 7 (Sta. 534+66). Borrow Area 5A is shaped like a "T", with the head section approximately 5940 feet long and 430 feet wide and the trunk section approximately 3120 feet long and approximately 1230 feet wide.

#### 2.2.1.2 West of Shinnecock Interim Nourishment

For the West of Shinnecock Interim Project, a sufficient of material suitable for the beach fill is available from the Shinnecock Inlet Borrow Area, as shown on the Contract Drawings. The Shinnecock Inlet Borrow Area is located approximately 3,000 feet offshore of the Long Island shore, approximately 10,000 feet east of the east jetty at Shinnecock Inlet. The Shinnecock Inlet Borrow Area is 1,900 feet long and 1,900 feet wide. This dredging area shall be dredged to a depth of no greater than 10 feet below existing grade and have gradual 1V:5H side slopes and a uniform bottom elevation free of mounds or holes when completed unless waived by the Contracting officer or Contracting Officer Representative.

### 2.2.2 Borrow Area Limits

All material shall be dredged from within these areas. In the event any portion of the borrow areas yields material unsuitable for use on the beach, the Contracting Officer, or his representative, may direct that the depth of excavation be changed or that the excavating equipment be moved to other portions of the borrow areas that will yield suitable material. Under no circumstances shall material be obtained from outside the established limits of the borrow areas. Should it be determined that an area outside the limits of the designated borrow areas was used for borrow, the Contractor shall restore such area to original condition. Borrow areas limits shown on the drawing are toe of slope.

### 2.2.3 Soundings

Soundings in the borrow area are shown on the drawings. Dredging in the borrow areas will be allowed to the depths indicated on the drawings.

### 2.2.4 Slopes

The dredge cuts in the borrow area shall not have side slopes steeper than 1 on 3. Borrow area entrance and exit slopes shall not be steeper than 1 on

5.

### PART 3 EXECUTION

#### 3.1 ORDER OF WORK

See Paragraph 2 of the Special Contract Requirements, Section 00800.

#### 3.2 PLACEMENT OF SAND FILL

##### 3.2.1 Placement

The material dredged from the designated borrow areas shall be deposited on the beach fill areas to the specified limits and cross sections shown on the drawings, provided, however, that the provisions of subparagraph 3.2.(4) shall be controlling with respect to the limits and sections of the beach fill area below El. +4.0. The material shall be deposited as evenly as practicable by the hydraulic method to form a comparatively smooth and uniform beach surface. A tolerance of 12" above El. +4.0 NGVD and 1.0 ft. below El. +4.0 NGVD, measured vertically, will be allowed and paid for on material placed above the required design grades.

##### 3.2.2 Material Deposited Elsewhere

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

##### 3.2.3 Dredge Material

Dredge material shall be pumped directly from the dredging vessel to the beach placement area. No bottom placement and re-handling will be allowed. Dredge discharge shall be manipulated and controlled by the Contractor in such a manner that a minimum of shaping by mechanical equipment will be required and a minimum amount of material will be lost.

##### 3.2.4 Floatable Material

All floatable material excavated, including, without limitation, wood and tires, 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.

##### 3.2.5 Final Beach Berm

The final beach berm of placed fill shall be shaped above El. +4.0 NGVD by bulldozing or other approved means as required, to provide the design beach sections shown on the drawings. No reshaping of the existing beach, which is above the lines and grades of the design section will be permitted.

##### 3.2.6 Design Template

If the design template cannot be achieved at the toe of the section, then a compensated slope to offset voids in the construction fill template will be allowed. Such excess material shall be placed below elevation +4.0 above the toe; and the payable quantity shall not exceed the deficiency in

template volume plus tolerance.

### 3.2.6.1 Acceptance of Fill Section

A fill section will not be accepted unless the payable quantity equals or exceeds the cross sectional volume between the design grade and the pre-existing grades (excludes tolerance).

### 3.2.7 Dredge Discharge

It is intended that dredge discharge shall be manipulated and controlled by the Contractor in such a manner that a minimum of shaping by mechanical equipment will be required and a minimum amount of material will be lost.

### 3.2.8 Placement of Dredged Material

Placement of dredged material on the beach fill area shall be subject to the following conditions:

- (1) Any discharge pipeline crossing navigation channels must be submerged so that sufficient depth for navigation exists.
- (2) Such discharge pipeline must be marked by signs, lights or other devices to insure safety to navigation by day and by night. All of these devices shall be in complete accordance with Coast Guard regulations. The contractor shall provide a written discussion of pipeline markings in the Accident Prevention Plan (Section 00800).
- (3) The discharge pipeline shall be arranged as approved by the Contracting Officer or his representative.
- (4) It is expected that in placing the sand fill hydraulically, most of the silt and other fines being pumped will be washed into the ocean and dissipated by wave action. Ponding of the dredge effluent will not be allowed. However, baffles or dikes to control the flow of the dredge effluent will be required. The final seaward slope of the sand fill to be placed below El. +4.0 shall be the uncontrolled hydraulic slope of the material placed by the dredging process, estimated to be a 1 vertical to 20 horizontal slope down to elevation 0.0 and thence 1 vertical on 15 horizontal to the ocean bottom. The dredge effluent shall in all cases return directly to the ocean and not to the inshore side of the fill.
- (5) A dike shall be constructed at the inshore limit of fill to prevent the dredge effluent from extending beyond the contract limits.
- (6) Tracked vehicles shall be operated on the fill in such manner so that they do not cause excessive gouging.
- (7) The Contractor shall be solely responsible for any damage caused by him to any boardwalk, pavement, curbs, signs, lamps, bulkhead, seawall, groin, beach grass, or any other property adjacent to the beach fill 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.
- (8) In order to provide access for pedestrians across the pipeline in

beach use areas within the contract limits, the pipeline shall be ramped with sand over the top elevation of the pipe at pedestrian access ways or at 500-foot intervals. Width of the ramps shall be 10 feet. The Contractor may provide another method of maintaining pedestrian thoroughfare across the pipe-line upon approval by the Contracting Officer or his representative. Pedestrian thoroughfare shall be maintained for the duration of the contract. Also, in order to provide for the safety of persons using the beach, the following authority shall be contacted by the Contractor to restrict appropriate beach areas:

Suffolk County  
Town of Southampton  
Town of Brookhaven  
Village of Westhampton Dunes  
Village of Westhampton Beach

During all pumping operations, the Contractor shall provide personnel to maintain visual control at the end of the discharge line. Radio contact shall also be provided by the Contractor to enable such personnel to halt dredging in case of emergency.

(9) The Contractor may be directed to move to another location within the Borrow Area if undesirable material begins to be pumped onto the beach (i.e. silt).

(10) 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.

(11) Monitoring the discharge operation by radio communication from the discharge location to the leverman during all pumping operations is required.

(12) A fill section will not be accepted for final survey unless the section is graded and dressed so as to eliminate any undrained pockets, abrupt lumps, and depressions in the beach fill surface.

(13) During all pumping operations, the Contractor shall provide personnel to maintain visual control of the end of the discharge line. Radio contact shall also be provided by the Contractor to enable such personnel to halt dredging in case of emergencies or undesirable material placement as directed by the COE.

(14) A temporary dike shall be constructed at the inshore limit of the fill to prevent the dredging effluent from extending beyond the contract limits.

(15) Completed work on the beach fill placement will be accepted in 500-foot long sections. Upon completion of all filling operations within an acceptance section, the fill shall be graded and dressed so as to eliminate any un-drained pockets, abrupt lumps, and depressions in the beach fill surfaces. The bank caused by ocean wave erosion shall be graded down to a slope not steeper than one (1) foot vertical to twenty (20) feet horizontal to Elev. +4.0. Final surveys as required in paragraph entitled QUANTITY SURVEYS of the Special Contract

Requirements may not be performed until fill is graded and dressed. Final acceptance of the beach fill work will be as defined in paragraph entitled FINAL EXAMINATION AND ACCEPTANCE of the Special Contract Requirements.

(16) The Contractor shall obtain grab samples of placed fill from: the beach back-shore; edge of berm; mean high water (MHW); and mean low water (MLW). One set of samples shall be taken every 200 feet along the placed fill area. A grain size analysis of each sand sample will be made using sieve sizes comparable to the Wentworth size classifications (shown on page 00902-1, Section 00902) and the results plotted on the curve format given on page 00902-3, Section 00902. The laboratory analysis results and plotted grain size distribution curves shall be furnished with the Daily Construction Quality Reports.

### 3.2.9 Removal and Placement of Material

Removal and Placement of Material: The unit price per cubic yard for dredging shall include the cost of removal and placement of all materials as specified herein or indicated on the drawings, 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).

### 3.3 ENVIRONMENTAL POOLS

Creation of Environmental Pool: After completion of the beach fill, the environmental pools shown on the plans shall be created. Any material excavated during the creation of the environmental features shall be placed below the +2' NGVD elevation.

### 3.4 SAND FENCING

Construct Sand Fencing: Sand fencing shall be erected at the location and in the manner shown on the project plans in accordance with Section 02714 Sand Fence in the specifications.

### 3.5 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.

#### 3.5.1 Scows

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.

### 3.5.2 Hydraulic Pipelines

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. All breaks in any pipeline shall be reported on the Contractor's Daily Quality Control Report for the date the break occurred. An estimation of the duration of the break and the quantity of misplaced material shall be provided in the report.

### 3.5.3 Marking of Floating Dredge Pipelines

The contractor shall be required to mark floating dredge pipelines in accordance with the requirements of 88.15 of Annex V of U.S. Navigation Rules, inland, COMDTINST M 16672.2A, dated 23 December 1983. Dredge pipelines that are floating or supported on trestles shall display one row of yellow lights, visible all around the horizon for at least 2 miles on a clear, dark night. The lights shall flash at 50 or 70 times per minute and be placed not less than 1 and not more than 3-5 meters (9.8 - 16 feet) above the water. The lights shall be sufficient in number to clearly show the length and course of the pipeline.

### 3.5.4 Dredge Pipelines Crossing Navigable Channels

The arrangement of any pipeline crossing a navigable channel shall be approved by the Contracting Officer. Where the pipeline crosses a navigable channel the spacing of the lights shall not be more than 10 meters (33 feet) apart. Two red lights, visible all around the horizon for at least 2 miles on a clear, dark night, shall be displayed at each end of the pipeline, including the ends in a channel where the pipeline is separated to allow vessels to pass (whether open or closed). The lights shall be one meter (3.3 feet) apart in a vertical line with the lower light at the same height above the water as the flashing yellow light.

### 3.5.5 Submerged Pipelines

Any discharge pipeline submerged to cross a navigation channel shall be submerged so that sufficient depth for navigation exists. Such discharge pipeline shall be marked by signs, lights or other devices to insure safety to navigation by day and by night. All of these devices shall be in complete accordance with Coast Guard regulations.

### 3.5.6 Road Crossings

A detailed plan of the pipeline route to be used by the Contractor shall be submitted prior to laying of the pipeline. A ramp over any discharge pipeline crossing any roadways at the project site(s) shall be provided. Additionally, adequate signs (caution and stop, if necessary), and flashing warning lights, shall be provided by the contractor to ensure safety to vehicles and their occupants using the roadway. Under no circumstances shall any portion of the paved portion of any roadway be disturbed. If the roadway is disturbed, the Contractor shall provide an adequate base to allow traffic to pass over the pipeline, and repairs to the roadway after completion of the project area, such that the roadway is restored to a condition equal to or better than the condition prior to disturbance. In addition, prior to placement of the pipeline across any roadway, the Contractor shall contact personnel at the appropriate municipality to

determine if the warning signs and lights are adequate for safety purposes.

### 3.6 DREDGE LOCATION CONTROL

The Contractor is required to have electronic positioning equipment that will accurately compute and plot the position of the dredge. Whenever dredging operations are underway, the location of the dredge shall be continuously monitored and the dredge location, in Long Island Lambert Coordinates, shall be recorded at intervals not to exceed one (1) minute. Such records, and an accurate map showing actual dredging locations, shall be furnished to the Contracting Officer, or his representative daily as part of the Quality Control Reports. The electronic positioning equipment shall be installed on the dredge so as to monitor, as closely as possible, the actual location of the cutterhead or dragarm. This equipment shall be continuously accessible by the Government representative on board the dredge, who must be able to verify equipment calibration at any time. The electronic positioning equipment shall be required to be calibrated monthly, maintained and operated so that the maximum error for the coordinates recorded do not exceed 3 feet. The location on the dredge of the master antenna and the distance and direction from the master antenna to the cutterhead shall be reported on the Quality Control Reports. No dredging will take place outside the borrow area limits as shown on the drawings. Dredging outside of the borrow area limits will result in immediate shutdown of work. The Contractor's methods of location of the dredge shall be submitted with the quality control plan. Information to be submitted shall include a written description of the equipment, including applicable manufacturers brochure and data, and previous jobs on which the equipment has been used.

#### 3.6.1 Dredging Depth Monitoring Equipment

The Contractor shall have in continuous operation whenever dredging operations are underway, electronic equipment which measures the cutterhead depth. The depth measuring device (as approved by the Contracting Officer or Contracting Officer Representative) shall be used and interfaced with the electronic positioning equipment required in Paragraph 12. The depth measuring device shall be calibrated by a bar check daily. This equipment shall be accessible to the Government Representative onboard the dredge, who shall be able to verify calibration. Vertical accuracy shall be + or - 0.1 foot. Records required for dredge location (Paragraph 12) shall also include depth corrected for tide (elevation reference to MLW). Details of the depth measuring device shall be submitted with the quality control plan.

### 3.7 NOTIFICATION OF ON-SHORE BARGE OPERATION

A minimum of one hour's notice must be furnished by the Contractor to the Contracting Officer, or his representative, and concurrently to the municipal or local agency responsible for beach operations prior to a barge coming on shore between the hours of 9 AM and 7 PM. Barges will not be allowed to come on shore on weekends or State holidays between the hours 9 AM and 7 PM. At no time will a barge be allowed to come on shore in an area other than the immediate work area.

### 3.8 BUOY REMOVAL

The Contractor shall notify the Coast Guard at least 15 days prior to the date desired for having buoys removed or relocated which interfere with dredging operations. 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

### 3.9 TEMPORARY FENCES

#### 3.9.1 Land Booster Pumps

If land booster pumps are used, a temporary protective stock mesh wire fence shall be installed by the Contractor around the booster facility. This fence shall have either wood or steel posts of adequate size installed to the acceptance of the contracting office, and/or his representative, and the wire mesh shall conform to federal specification rr-f221 & int. Am-1, table ix, type ii, style 8, chicken fencing 6'-0" high, 4"x6" mesh, 14 ½ gage wire, design 2672-6 or approved substitute. The fence shall be removed by the Contractor at the completion of the work or when directed by the contracting officer and/or his representative and all material used shall remain property of the contractor.

#### 3.9.2 Beach Access Ramps

Beach access ramps and stairs to the work areas will be closed by the contractor by erection of a wire mesh snow fence. These features will be identified during the on-site pre-construction meeting between the corps of engineers, the contractor and local interests.

#### 3.9.3 Sand Fence

Sand fence will be installed on the beach enclosing the 500-foot long designated work section from the backshore limit of fill to the mean high water line. The fence shall also be installed along the backshore to prevent entry to the work area. The fencing material for this purpose shall be a wood/sand fence with a minimum height of four (4) feet fastened to eight (8) foot long cedar posts on maximum 10 foot centers. Orange (plastic) safety fence is not acceptable. Adequate security personnel shall be provided by the Contractor to restrict unauthorized entry into the work area during all times of operation.

The ends of each work area shall be closed off during work in that area by erection of a sand fence extending from dune road seaward to the mean high water line.

#### 3.9.4 Removal of Temporary Fencing

Upon completion of work in each work area the temporary fencing as shall be removed as specified in paragraph 3.9.1.

-- End of Section --

## SECTION 02481

## BEACH GRASS

Schedule B - Item No. 0003 Planting of Beach Grass  
Schedule C - Item No. 0003 Planting of Beach Grass

## PART 1 GENERAL

## 1.1 MEASUREMENT AND PAYMENT

## 1.1.1 Measurement

The quantity to be paid for will be the total number of square yards, measured after completion, planted in accordance with the plans and specifications.

## 1.1.2 Payment

Payment for sprigging and fertilizing will be made at the unit price per square yard for Schedule B- Item No. 0005 - Beach Grass Planting.

## PART 2 PRODUCTS

## 2.1 MATERIALS

Plants (springs) shall be as follows:

## 2.1.1 Quality

Plants for sprigging shall be healthy living stems and rhizomes without adhering soil. They shall be dug from the supply area with spades, shovels or by approved mechanical means. Clumps shall be subdivided and each piece shall retain sufficient nodes to become easily established. Dead husks or other deteriorous material covering the root system shall be removed before planting. During digging and handling operations, the plants shall be protected from sun, wind, freezing weather and from drying out by wrapping bundles of plants in burlap or other approved material which has been saturated with fresh water. If planting is not performed within 24 hours after digging, the plant bundles shall be healed-in and moistened with fresh water. Water shall be free from impurities injurious to vegetation. Plants shall be Cape American Beach Grass (*ammophila breviligulata*) and shall be picked in clumps or clusters. Each clump or cluster shall be separated into transplants with three stems (culms) each. Transplants may not have roots, though a basal node should be present on each stem from which roots will develop after planting.

## 2.1.2 Source

Plants shall be obtained from sources certified by the Soil Conservation Service of the U.S. Department of Agriculture.

## 2.1.3 Guarantee

The inspection of one or more bundles, selected at random from each

delivery, shall constitute a representative sample of the delivery. At the time of planting, any plants or sprigs showing signs of having dried out or which are not viable will be rejected and the Contractor shall make replacement at no additional cost.

## 2.2 FERTILIZER

Fertilizer shall consist of a mixed 10-10-10 granular or pelletized agricultural type commercial grade. It does not need to be a costly, slow release material.

## PART 3 EXECUTION

### 3.1 METHODS

#### 3.1.1 Sprigging

Sprigging shall be performed as directed by the Contracting officer. No sprigging shall be done when the soil is frozen, or when conditions are such by reason of drought, high winds, or excessive moisture that unsatisfactory results would occur. No sprigging shall be done within 10 days of sand fill placement in any given area.

#### 3.1.2 Planting Sprigs

Planting of sprigs shall be placed by hand or by approved planting machine. The sprigs shall be planted in holes or furrows 8 to 10 inches deep and shall be spaced not more than 18 inches apart in staggered rows and files. If placed by hand, the holes shall be dug to sufficient size to provide for the normal spread of the plant roots and to permit the plants to be covered to their crowns. The interval between planting and backfilling and proper compaction of the earth shall not exceed twenty minutes. If planted by a foot-operated dibble, the holes shall be immediately backfilled. No planting shall be done in the months of June, July and August.

### 3.2 FERTILIZER

After planting the beach grass, fertilizer shall be broadcast at the rate of 250 pounds per acre during April and early May of the year while the plants are still dormant. Fertilizer should be applied when winds are calm (less than four miles per hour) and foliage is dry (no dew, rain or spray on leaves). Exceeding this rate may damage (burn) plants.

### 3.3 MAINTENANCE AND REPAIR

The Contractor shall maintain the sprigged areas until final acceptance of the project. Before final acceptance of the project area by the Contracting Officer, areas of total plant mortality or localized areas with less than 10 percent survival shall be re-sprigged at the Contractor's expense.

-- End of Section --

## SECTION 02714

## SAND FENCE

Schedule B - Item No. 0005 - Construction of Sand Fencing

Schedule C - Item No. 0005 - Construction of Sand Fencing

## PART 1 GENERAL

## 1.1 1.1 MEASUREMENT AND PAYMENT

## 1.1.1 Measurement

Measurement for the fence will be made from post to post along the bottom picket line of the fence.

## 1.1.2 Payment

Payment for the entire work covered under this section will be made at the contract unit price per lineal foot of Schedule B - Item No. 0007 - Construct Sand Fencing.

## PART 2 PRODUCTS

## 2.1 Materials

The sand fence shall be a typical wood picket fence 4 feet high. The slat pickets shall be of kiln dried fir  $\frac{1}{2}$  inch thick by 1-1/2 inch wide, spaced 2 inches apart. The posts shall be 7 feet long, of galvanized steel lug T shape channels, approximately 2-3/16 inch by 1-1/8 inch, weighing approximately 1.12 lbs per foot with anchor spades. The fence shall be tied to posts and wood pickets with heavy duty nylon ties. The color of the sand fence shall be red.

## PART 3 EXECUTION

## 3.1 INSTALLATION

The sand fence will be installed in areas indicated on drawings. The posts shall be placed 10 foot on centers and have a penetration of 3 feet in the ground. The galvanized tie wire shall be spaced horizontally, in five equal rows approximately 12 inches on centers.

-- End of Section --