



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

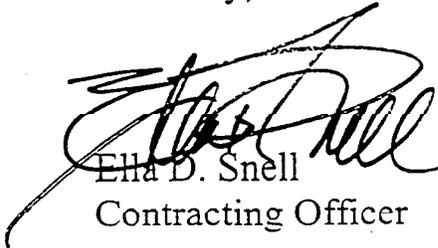
Contracts Branch
Contracting Division

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

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-5pm), 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

**MAINTENANCE DREDGING
LAKE MONTAUK HARBOR
NEW YORK
FEDERAL NAVIGATION CHANNEL**

SOLICITATIONS & SPECIFICATIONS

IFB No. W912DS-04-B-0012

US ARMY ENGINEER DISTRICT, NEW YORK
INVITATION FOR BID NO. W912DS-04-B-0012

CHECK LIST FOR BIDDERS

ATTACHED IS IFB NO. W912DS-04-B-0012
MAINTENANCE DREDGING OF LAKE MONTAUK HARBOR, NEW YORK

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

- HAVE YOU ACKNOWLEDGED ALL AMENDMENTS?
- HAVE YOU COMPLETED THE "REPRESENTATIONS AND CERTIFICATIONS" (SECTION 00600) PORTION OF THE SOLICITATION?
- IS YOUR DUNS NUMBER LISTED ON THE STANDARD FORM 1442?
- IS YOUR BID PROPERLY SIGNED?
- A BID BOND IS REQUIRED. HAS YOUR SURETY PROVIDED YOU WITH A BID BOND ON STANDARD FORM 24 OR A SIMILAR FORM CONTAINING THE SAME LANGUAGE AS A STANDARD FORM 24?
- IS YOUR BID GUARANTEE IN THE PROPER AMOUNT?
- IS YOUR BID GUARANTEE PROPERLY SIGNED BY BOTH THE BIDDER AND SURETY AND ARE ALL REQUIRED SEALS AFFIXED?
- IS THE NAME IN WHICH YOU SUBMITTED THE BID THE SAME ON YOUR BID AS ON THE BID BOND?
- IS YOUR BID BOND INCLUDED WITH YOUR BID? (A LATE BID GUARANTEE IS TREATED THE SAME AS A LATE BID)
- HAVE YOU ENSURED THAT YOU HAVE NOT RESTRICTED YOUR BID BY ALTERING THE PROVISIONS OF THE SOLICITATION?

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

___ ARE DECIMALS IN YOUR PRICES IN THE PROPER PLACE? ARE YOUR FIGURES LEGIBLE?

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

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

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

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

IFB NO. W912DS-04-B-0012

NEW YORK DISTRICT
CORPS OF ENGINEERS
NEW YORK, NEW YORK 10278-0090
INVITATION FOR BIDS
FOR
MAINTENANCE DREDGING OF
LAKE MONTAUK HARBOR, NEW YORK

1. Attached is INVITATION FOR BIDS (IFB) NO. W912DS-04-B-0012
2. BIDS MUST SET FORTH full, accurate, and complete information as required by this Invitation for Bids, including attachments. The penalty for making false statements in bids is prescribed in Title 18, United States Code, Section 1001.
3. SUBMISSION OF BIDS: Complete details concerning proper submission of bids are contained in the INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS (Section 00100).
4. Note the REQUIREMENT FOR AFFIRMATIVE ACTION of the EQUAL OPPORTUNITY clause as it applies to the contract resulting from this solicitation. (See paragraph NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPURTUNITY in Section 00100 of this IFB.)
5. REPRESENTATIONS AND CERTIFICATIONS- SECTION 00600
Bidders and Offerors are required to complete the REPRESENTATIONS AND CERTIFICATIONS and submit them with their bids.
6. THIS IS A CIVIL WORKS PROGRAM PROCUREMENT AND IS NOT FUNDED BY THE DEPARTMENT OF DEFENSE. BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAY 1993) IN ACCORDANCE WITH FAR 52.225-5 APPLIES.

**MAINTENANCE DREDGING OF
LAKE MONTAUK HARBOR, NEW YORK
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W912DS-04-B-0012

MAINTENANCE DREDGING

LAKE MONTAUK HARBOR, NEW YORK

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SECTION 01355	ENVIRONMENTAL PROTECTION
SECTION 01451	INSPECTION AND ACCEPTANCE CONTRACTOR QUALITY CONTROL

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DS-04-B-0012	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11-Aug-2004	PAGE OF PAGES 1 OF 56
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W16ROE-4184-0376	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	CODE W912DS FAX: 212-264-3013	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE E3R0205 OPS-SUPPORT-MGMT SUPPORT 26 FEDERAL PLAZA RM 1934 NEW YORK NY 10278 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME RENEE GEORGE	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 212-264-0154
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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):*

Maintenance Dredging of Lake Montauk Harbor Federal Navigation Project

This Procurement is Small Business Set-Aside
NAICS Code 237990 Size Standard \$28.5M

Contract Specialist: Renee George (212)264-0154
Technical Manager: Catherine Donohue (212)264-9030

All work shall be accordance with the drawings and specifications or instructions attached within.

NOTES 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 16 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See _____.)*

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

YES NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM *(hour)* local time 10 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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

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

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal 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>	ITEM	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 commutes 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

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization FFP Mobilization and Demobilization PURCHASE REQUEST NUMBER: W16ROE-4184-0376	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Removal and disposal of all material FFP Removal and disposal of all material from Shoal 1 and Shoal 2 except ledge rock lying above the plane of 12ft. MLW with 2 ft. overdepth, with disposal of the material along the western beach in accordance with the contract drawings and specifications.	8,400	Cubic Yard		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OPTION Removal and disposal of all material FFP Removal and disposal of all material from Shoal 1 and Shoal 2 except ledge rock lying between -14 and -15ft. MLW with 0 ft. overdepth, with disposal of the material along the western beach in accordance with the contract drawings and specifications.	3,300	Cubic Yard		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OPTION Removal and disposal of all material FFP Removal and disposal of all material in the U.S. Coast Guard Station Mooring Area, with disposal of the material along the western beach in accordance with the contract drawings and specifications.	500	Cubic Yard		

NET AMT

FOB: Destination

TOTAL BID AMOUNT FOR BASIC WORK ITEMS (0001 AND 0002): \$ _____

TOTAL BID AMOUNT FOR BASIC WORK AND OPTION A, WORK ITEMS (0001, 0002, AND 0003):
\$ _____

TOTAL BID AMOUNT FOR BASIC WORK AND OPTION B, WORK ITEMS (0001, 0002, AND 0004):
\$ _____

TOTAL BID AMOUNT FOR BASIC WORK AND OPTION A AND B, WORK ITEMS (0001, 0002, 0003, AND 0004): \$ _____

NOTES:

1. It is the contractor's responsibility to comply with all conditions and requirements of the identified disposal site.
2. The low bidder for the purpose of award will be the conforming responsible bidder offering the lowest Total Bid Amount for combined Basic Work and Option A and Option B.
3. Any bid, which is materially unbalanced, may be rejected. An unbalanced bid is one, which is based on prices significantly less than cost for some work and prices, and significantly overstated for the other work.
4. Bidders are reminded that they must bid on the issued plans and specifications as amended. Any deviations, conditions or attachments made by the bidder himself may render the bid non-responsive and may be cause for its rejection.
5. Bidders are required to bid on all items or their bid will be rejected.
6. Contract performance shall be completed within 16 (sixteen) calendar days of receipt by the contractor of the Notice to Proceed if only the Basic Work is awarded under this contract, and within 18 days if both, the Basic Work and Option A are awarded, and within 19 days if all, the Basic Work and Option A and Option B are awarded.
7. There will be 2 (two) additional calendar days allowed for the execution of Line Item No. 0003, and 1 (one) additional calendar day allowed for the execution of Line Item No. 0004.
8. The Option A may be awarded when the Notice To Proceed is issued and Option B may be exercised within 10 days after the Notice to Proceed issuance, if at all.
9. The Government has no obligation to exercise Option A and / or Option B under this contract.

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-7	Alternatives to Government-Unique Standards	NOV 1999
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.216-1	Type Of Contract	APR 1984
52.232-15	Progress Payments Not Included	APR 1984
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

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)

52.233-2 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

U.S. Army Engineers District, New York
 Chief, Contracting Division
 26 Federal Plaza, CENAN-CT, 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://web2.deskbook.osd.mil/default.asp>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

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)

52.219-1 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 \$28.5M..

(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)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which

the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

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

(b) Representations.

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

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

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

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

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

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

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

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

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

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

The offeror represents that --

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.226-2 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)

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
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
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
52.222-13	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
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	FEB 1992

52.228-14	Irrevocable Letter of Credit	DEC 1999
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
52.236-7	Permits and Responsibilities	NOV 1991
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	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
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	MAY 2004
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7033	Rights in Shop Drawings	APR 1966
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
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **Contracting Officer** and shall not be binding until so approved.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within five (5) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **sixteen (16) calendar days after the date of receipt by him of the notice to proceed.** *
The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,615.00 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)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years

(check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

- 50 or fewer \$1 million or less
- 51 - 100 \$1,000,001 - \$2 million
- 101 - 250 \$2,000,001 - \$3.5 million
- 251 - 500 \$3,500,001 - \$5 million
- 501 - 750 \$5,000,001 - \$10 million
- 751 - 1,000 \$10,000,001 - \$17 million
- Over 1,000 Over \$17 million

(End of provision)

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**

(End of provision)

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: [Contracting Officer to list applicable excepted materials or indicate "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)

52.228-15 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 **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 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)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mis takes, or fraud.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://web2.deskbook.osd.mil/default.asp>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.236-7004 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.

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

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$1,000.00 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

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

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

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

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

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

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

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to

reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

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

(End of clause)

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 commence dredging work under this contract within **five (5)** calendar days after the date of receipt by him of the notice to proceed, to prosecute said work diligently and to complete the entire work ready for use not later than sixteen **(16)** calendar days after the date of receipt by him of the notice to proceed. Should the total quantity of material to be paid for and actually removed under the contract exceed the limit established in the clause entitled "Variations in Estimated Quantities," additional time will be allowed at the rate of one **(1)** calendar day for each **2,000** cubic yards of material dredged in excess of the established limit. In the event that Option A is awarded, an additional 2 days will be added to contract time, for a total of 18 days. In the event that Option B is awarded, an additional 1 day will be added to contract time, for a total of 19 days if Option A is also exercised. The time stated for completion shall include final clean-up of the premises. (EFARS 52.2/9110 (a))
- b. It should be noted that if Option A is exercised, there will be the requirement that the channel and advance maintenance contract area be further dredged to a total depth of 15 feet. If the contractor encounters ledge rocks or hard packed material, he will immediately contact the Contracting Officer of his representatives for the proper course of action.
- c. **THE CONTRACTOR IS REQUIRED TO COMPLY WITH THE FOLLOWING DREDGING/PLACEMENT REQUIREMENTS:**
 - (1) DREDGING/PLACEMENT RESTRICTIONS IMPOSED BY THE NEW YORK STATE WATER QUALITY CERTIFICATE – (SEE Section 00900, Attachment D). (NO DREDGING IS ALLOWED IN THE LAKE MONTAUK HARBOR FROM 1 JUNE THROUGH 30 SEPTEMBER.)

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

The Contractor shall perform on the site, and with its own organization and equipment, work equivalent to at least forty (40) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during

performance of the work, the Contractor requests a reduction and the Contracting Officer and/or his Representative determines that the reduction would be to the advantage of the Government. (FAR 52.236-01)

3. SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR

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

4. LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

- a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,615.00** for each calendar day of delay until the work is completed or accepted.
- d. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

5. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (AUG 2000)

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

(b.) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer or Contracting Officer's Representative of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c.) In general-

- (1.) Large-scale drawings shall govern small-scale drawings; and
- (2.) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d.) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e.) The work shall conform to the following contract drawings and maps, all of which form a part of these specifications and are available in the office of the District Engineer, U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, N.Y. 10278-0090:

CONTRACT DRAWING	DESCRIPTION
File Number 87 (Sheets 1 – 4)	Maintenance Dredging of Lake Montauk Harbor, New York
1	Index
2	General Location Map
3	Channel Condition Survey
4	Construction Details

6. PHYSICAL CONDITIONS

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

a. Weather Conditions. The site of the work is not exposed to severe wind and wave action and the Contractor's operations are not likely to be affected by ordinary storms.

(1) Fog. An examination of the records of the U.S. Weather Bureau at John F. Kennedy International Airport, 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 in the New York Harbor areas, based on the records of the U.S. Weather Bureau at John F. Kennedy International Airport, New York, and are given below:

Month	Average Wind Velocity (MPH)	Maximum 3 Hour Wind Velocity (MPH)	Maximum Consecutive Hours in Which Wind Velocity Exceeded 30 MPH	Maximum Consecutive Hours in Which Wind Velocity Exceeded 35 MPH
Jan.	13	52	9	3
Feb.	14	41	18	6
Mar.	14	40	12	6
Apr.	13	44	6	6
May	12	35	3	0
June	11	29	0	0
July	11	28	0	0
Aug.	10	31	0	0
Sep.	11	31	3	0
Oct.	11	37	3	3
Nov.	12	40	12	6
Dec.	13	44	18	15

Weather conditions exceeding in severity the fog conditions described above or average wind speeds over 30.4 knots per hour (17.4 Knots per hour or greater from the South to Southwest direction), or wave heights greater than 3 feet will be considered unusually severe weather if delays are caused thereby to operations under the contract.

b. ICE. Icing within the project vicinity during the contract period is not anticipated. However, in the event that icing does occur, this will be considered to be unusually severe weather.

c. TIDES. The mean range of tides, mean range of spring tides, and irregular fluctuations due to wind and atmospheric pressure for the dredging area as shown in the table below:

Location	Mean Tide Range (ft)	Mean Range of Spring Tides (ft)	Extreme Tide (MLW)	
			High (ft)	Low (ft)
Lake Montauk Harbor	1.9	2.2	9.0	-2.0

d. TRANSPORTATION FACILITIES. A controlling depth of about 12 feet at mean low water is available to the dredging site approaching from seaward. Highways serve the location.

e. BRIDGE AND UTILITY CROSSINGS. A search of the regulatory files within the New York District Corps of Engineers disclosed no cables or other structures crossing the Lake Montauk Harbor Inlet. One low voltage power cable is located in the placement area. The cable runs 30 feet from, and parallel to the west jetty to a pole 60 feet from the MLW.

f. CHANNEL TRAFFIC. Vessel traffic at Lake Montauk Harbor consists mainly of fishing boats, pleasure cruisers and other shallow draft vessels. It is not expected that vessel traffic will cause any serious delays to dredging operations.

g. OBSTRUCTION OF CHANNEL. The Government will not undertake to keep the channel free from vessels or other obstructions except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army in accordance with the provisions of Section 7 of the Rivers and Harbors Act in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters or on shore.

h. NAVIGATION AIDS. The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the appropriate Coast Guard Office, with a copy to the Contracting Officer and/or his Representative, not less than 15 days prior to the need for movement. The Contractor shall notify the appropriate Coast Guard Office of the approximate time of completion of dredging.

i. LOCATION. The location of the work to be done under these specifications is at Lake Montauk Harbor, New York. Lake Montauk Harbor is located along the south shore of Long Island in the Town of East Hampton, Suffolk County, Long Island. It is 6 miles west of Montauk Point and about 125 miles by water east of the Battery, New York City.

j. LAYING OF SUBMERGED PIPELINES & OBSTRUCTIONS OF CHANNEL. Should it

become necessary in the performance of this contract to use a submerged pipeline across a navigable channel, the Contractor shall notify the Contracting Officer in writing to be received in the District office at least ten working days prior to the desired closure of the channel date. This notification shall furnish the following:

- (1) Location (Channel Centerline Stationing) and depth (over the top of the pipeline) at which the submerged line will be placed or removed;
- (2) The desired length of time the channel is to be closed for installation or removal 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 U. S. COAST GUARD SUFFICIENTLY IN ADVANCE OF THE PLANNED CLOSING TO PREVENT DELAY TO THE DREDGING OPERATIONS AND COMPLY WITH THE U. S. COAST GUARD REQUIREMENTS.

k. BRIDGE-TO-BRIDGE RADIO TELEPHONE EQUIPMENT. In order that radio telephone communication may be made with passing vessels, all dredges engaged in work under the contract shall be equipped with and operate bridge-to-bridge radio telephone equipment shall operate 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.

7. TIME EXTENSIONS (SEPT 2000)

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

8. LAYOUT OF WORK (APRIL 1984)

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

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

9. DATUM AND BENCH MARKS

The plane of reference of Mean Low Water as used in these specifications is that determined by the following bench marks in the vicinity of the project:

- BENCH MARK:** Bronze Disc
ELEVATION: 9.04 NGVD (1929)
DESCRIPTION: The Bench Mark is a bronze disc set in a concrete pad approximately 30 feet northwest of the 2.5 story Coast Guard Station Building.

10. ESTIMATED QUANTITIES

The total estimated quantity of cubic yards of fill to be placed along the beach to the limits and profiles as indicated on the drawings are as follows:

	<u>DREDGING AREA</u>	<u>DREDGING VOLUME</u>
Basic Work	Lake Montauk Harbor Channel, Shoal #1 and #2 12' below MLW, + 2' overdepth	8,400 CY
Option A	Lake Montauk Harbor Channel, Shoal #1 and #2 Between 14' and 15' below MLW with 0 feet overdepth	3,300 CY
Option B	U.S. Coast Guard Station Mooring Area 10' below MLW with 0 feet overdepth	500CY

The total estimated quantity of material of 12,200 cubic yards is based on the April 14, 2004 survey for the Lake Montauk Harbor. The above estimated quantity was computed from the data shown on the Contract Drawing and the maximum quantity that may be removed and paid for will be computed by the Triangulated Irregular Network (TIN) method or average end area method in accordance with Section 01200, TECHNICAL SPECIFICATION, para. 13 entitled: "MEASUREMENTS AND PAYMENTS" of these specifications.

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

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

12. HEAD PROTECTION (HARD HATS)

THE ENTIRE WORK SITE UNDER THIS CONTRACT IS DESIGNATED AS A HARD HAT AREA. The Contractor shall post the area in accordance with the requirements of paragraph 07.C.03, EM 325-1-1, and shall ensure that all prime and subcontractor personnel, vendors, and visitors utilize hard hats while within the project area. (DO 385-1-3 4 Nov. 77)

13. SIGNAL LIGHTS (FEB 1983)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no light signals can be displayed. Vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels on the high seas (33 CAR 81 App. A-72 COLREGS, Part C), vessels in inland waters (33-CFR 93.18 - 93.31a), and vessels in western rivers (33 CFR 95.5.51 - 95.70)), as applicable. (DAEN-PRP Ind dtd. 12 Sep. 83)

14. REVERSE SIGNAL ALARM

- a. All construction equipment, except light service trucks, panels, pickup trucks, station wagons, crawler-type cranes, power shovels and draglines, whether moving alone or in combination shall be equipped with reverse signal alarms. The alarm shall be mounted on the rear of the equipment and shall be protected or constructed as to withstand severe wear and tear, adverse weather and unfavorable environmental working conditions and shall be certified by the manufacturer to fully meet the following performance standards.
- b. The alarm shall produce a relatively pure tone which shall peak within the American National Stds. Inst. standard octave 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 90-100 db (decibels) at a horizontal distance of five feet from the alarm.
- c. Actuation of the alarm shall be automatic by direct connections to any part of the equipment that moves or acts in a manner distinctive only to the rearward movement of the vehicle with no manual controls of any kind between the source of actuation and the alarm. Where application of this requirement to specific types of the equipment has impractical application, other means of actuation may be used upon written approval of the Contracting Officer and/or his Representative or his representative.
- d. The use of the alarm shall be in the addition to prescribed requirements for signalmen.

15. FLOATING PIPELINES

Floating pipelines, used as 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.

16. MISPLACED MATERIAL (JAN 1965)

Should the Contractor during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer and/or his Representative may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer and/or his Representative or inspector, and when required shall mark or buoy such obstruction until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such

obstructions may be removed by the Contracting Officer and/or his Representative, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the Rivers and Harbors Act of March 3, 1899 (33 USC. 410 et seq.) (DOD FARS SUPPL. 52.236-7006).

17. CONTINUITY OF WORK (APR 1965)

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

18. FINAL EXAMINATION AND ACCEPTANCE (APR. 1965)

a. As soon as practicable after the completion of the entire work as in the opinion of the Contracting officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer and/or his Representative. Should any shoals, lumps, or other lack of required contract depth be disclosed by this examination the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer and/or his Representative. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be required to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping operations, this work will be charged against the Contractor. The rate for each day in which the Government plant is engaged in such sounding or sweeping operations and/or is en route to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be \$6,100 except on Saturday, Sunday and Holidays when the rate shall be \$7,100.

b. Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, 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. The entire area within the contract limits will be surveyed for final examination and acceptance.

19. SHOALING (APR 1965)

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

20. INSPECTION (APR 1965)

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

- a. To furnish, on the request of the Contracting Officer and/or his Representative or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the clause 18, entitled: "Final Examination and Acceptance."
- b. To furnish, on the request of the Contracting Officer or the Contracting Officer's Representative or any inspector, suitable transportation from all points on shore designated by the Contracting Officer and/or his Representative to and from the various pieces of plant and to and from the placement area. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer or Contracting Officer Representative, and the cost thereof will be deducted from any amounts due or to become due to the Contractor.

21. FIELD OFFICE [NOT APPLICABLE FOR THIS PROJECT]

22. ACCOMMODATIONS FOR GOVERNMENT INSPECTORS

The Contractor shall furnish regularly to Government inspectors onboard the dredge or other craft upon which they are employed a suitable separate room for an office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer and/or his Representative; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, and a chair for each inspector, and washing conveniences. In addition, the Contractor shall provide a suitable sleeping area for use by the Government inspector when weather or sea conditions preclude safe transfer to shore. The entire cost to the Contractor for furnishing, equipping and maintaining

the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer and/or his Representative, and the cost thereof will be deducted from payments to the Contractor.

23. 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))

24. 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.

25. OIL TRANSFER OPERATIONS

The Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, state, municipal laws, codes and regulations (See Attachment F of Section 00900 for regulation on “Oil and Hazardous Material Transfer Operations” - 33 CFR 156). Particular attention is invited to 33 CFR Subchapter O, Pollution. The Contractor shall incorporate in the accident prevention program (Section 01351-3), 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)

26. WAGE RATES

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

27. 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.

28. 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.

29. 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))

30. 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.

31. 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)

32. 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.

33. 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)

34. 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.

35. 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 (see Section 00900, Attachment G).

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.

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

Quality Control Plan (see Section 01451)

Letter appointing Superintendent

List of subcontractors

36. BID GUARANTEE

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

37. QUANTITY SURVEYS

- a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- b. The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the survey for any periods for which progress payments are requested and shall make the computations based on these surveys. These surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

- c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer and/or his Representative, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer and/or his Representative. (FAR 52.236-16)
- d. Contractor's participation in surveys: In accordance with agency policy guidance, the preferred methods of performance of all hydrographic quantity surveys shall be (in descending order):
 - (1) The Government will perform quantity surveys by using qualified in-house crews, if available.
 - (2) The Government will provide quantity surveys by contracting directly with qualified independent hydrographic survey contractors.
 - (3) The Government will permit, only in exceptional circumstances, the use of dredging contractor's surveys if the Contracting Officer and/or his Representative determine that such surveys are adequate and reasonable for payment purposes.
- e. 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:
 - (1) Acceptance of all monumentation and transponder locations.
 - (2) Witness by a Corps of Engineers representative of all calibration procedures such as vertical and horizontal control.
 - (3) Corps of Engineers observation of raw data collection.
 - (4) Submittal of both unedited as well as edited versions of survey maps.
 - (5) 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)
- f. The Contractor is obligated to participate in all stages of data collection during the performance of Before and After Dredge Surveys. Any disagreements with the data collection process shall immediately be brought to the attention of the Contracting Officer or his representative who will determine the necessary corrective measures, if any. **Failure to**

be present during the survey data collection disqualifies the Contractor from any such related claims.

38. SAFETY SIGN

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

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

39. PROJECT SIGN

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

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

40. 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.

41. 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 that 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.

42. SPECIAL PROHIBITION ON EMPLOYMENT

- i. 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.
- ii. "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.
- iii. 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.
- iv. The Contractor agrees not to knowingly employ any person, convicted of fraud or any other felony arising out of a contract with the Department of Defense contract or subcontract or allow such person to serve on its board of directors from the date the Contractor learns of the conviction until one (1) year has expired from the date of conviction. However, if the person has also been debarred pursuant to FAR subpart 9.4, the above prohibition shall extend for the period of debarment, but in no event shall the prohibition be less than (1) year from the date of conviction.
- e. If the Contractor knowingly employs a convicted person in a management or supervisory capacity on any defense contract or subcontract or knowingly allows such person to serve on its board of directors within the prohibited period, the Government may consider, in addition to the criminal penalties contained in Section 941 of Pub. L. 99-500, other available

remedies, such as suspension or debarment and may direct the cancellation of this contract at no cost to the Government, or terminate this contract for default.

- f. The Contractor agrees to include the substance of this clause, including this paragraph (e), appropriately modified to reflect the identity and relationship of the parties, in all subcontracts exceeding \$25,000.

43. SUPERINTENDENCE OF SUBCONTRACTS (JAN 1965)

- a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clauses entitled: "Superintendence by the Contractor."
 - 1. If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.
 - 2. If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.
- b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DOD FAR Supplement 52.236-7008)

44. 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:
 - i. An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.
 - ii. A properly completed ENG Form 93 and 93a (where required).
 - iii. 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 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 that 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 that 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.

45. 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.

46. (NOT USED)

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 that will prevent the booms from falling free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping.

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

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 November 2003, entitled "Safety & Health Requirements Manual". Guidelines for preparation of the accident prevention plan are located in Section J, Attachment K.

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** 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 ONLY FOR WORK TO BE PERFORMED BY HOPPER DREDGE FROM 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 12,200 cubic yards of sand will be dredged from the Federal navigation channel at Lake Montauk Harbor and utilized in a beneficial manner as shore protection placed along the western beach of Lake Montauk Harbor.

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 with in 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 on-board 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 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.

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

- A. Initiate endangered species monitoring at 00:01 am on 15 June of each calendar year.
- B. Conduct subsequent monitoring so that the total aggregate time on-board the dredge equals fifty (50) percent of 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 Section 00900, attachment K).

- 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 Section 00900, attachment K).
- 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 Section 00900, attachment K)
- 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 212-264-0195.
- 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 212-264-0195.

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 will not be accepted under this contract. 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. Allocation 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 on- board 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 1996, 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 Ms. Roselle Henn, 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 Ms. Megan Grubb at 212-264-5759 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: Periodically the District biologist may 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 the work covered under this section, and such work be considered as a subsidiary obligation of the Contractor.

END OF SECTION 0800

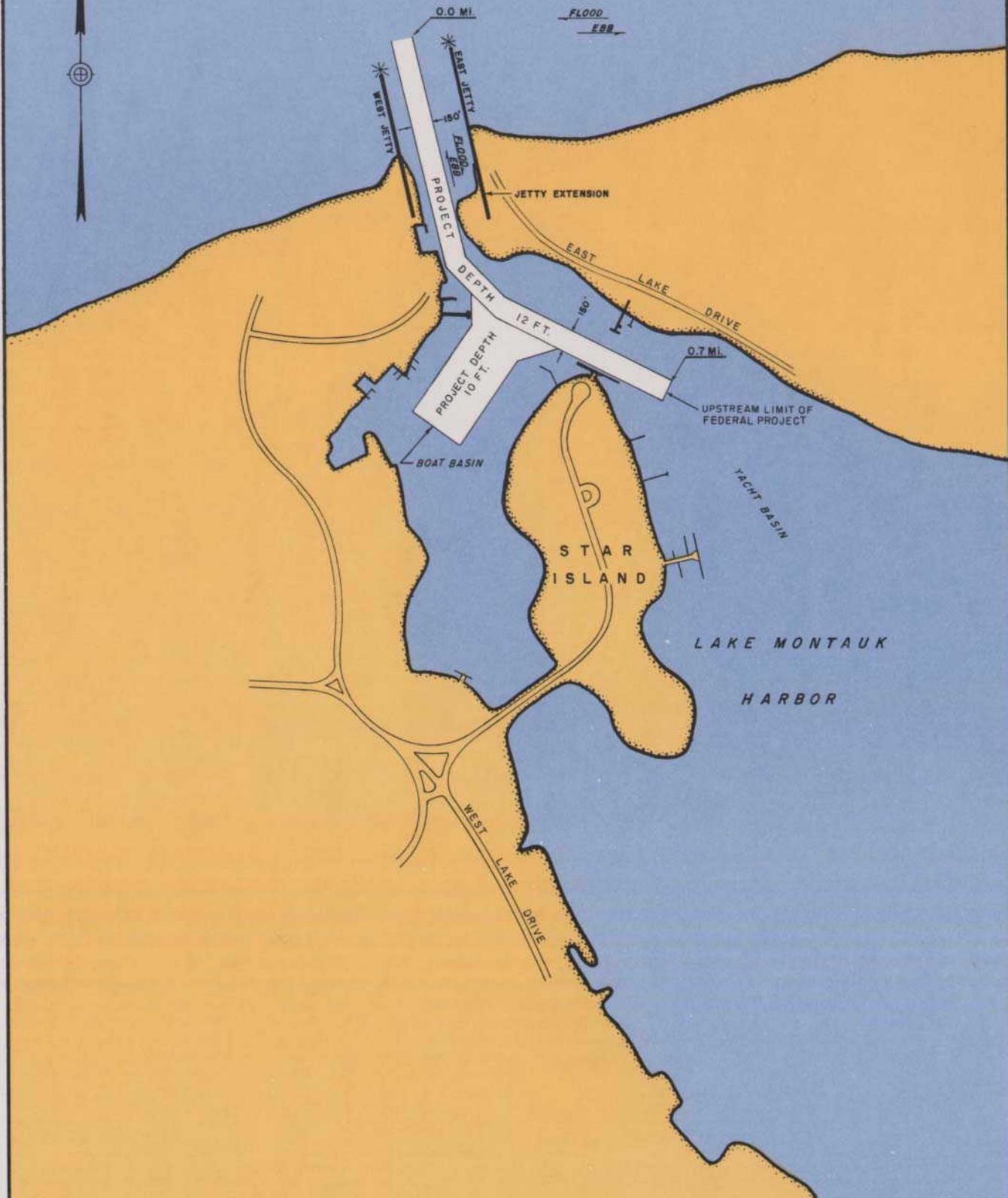
SECTION 00900

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

TABLE OF CONTENTS

<u>ATTACHMENT</u>	<u>TITLE</u>
A	REFERENCE MAP AND DRAWINGS
B	WAGE RATES
C	DAILY CONSTRUCTION QUALITY CONTROL REPORT
D	PERMIT: NEW YORK STATE WATER QUALITY CERTIFICATE
E	PROJECT IDENTIFICATION AND SAFETY SIGNS
F	33 CFR 156, OIL AND HAZARDOUS MATERIAL TRANSFER OPERATIONS
G	SUBMITAL REGISTER (ENG. FORM 4288)
H	GUIDELINES FOR PREPARING THE ACCIDENT PREVENTION PLAN
I	DAILY REPORT OF OPERATION (ENG. FORM 4267)
J	GRAIN SIZE SCALES FOR SEDIMENTS
K	DAILY WHALE REPORTING LOG AND TURTLE OBSERVATION LOG

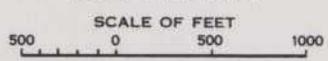
BLOCK ISLAND SOUND



DATUM (M.L.W.) = 1.0 FT. BELOW M.S.L.

LAKE MONTAUK HARBOR, N. Y.

30 SEPTEMBER 1986



DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
NEW YORK, NEW YORK

General Wage Decision(s) , EO 11246 affirmative action requirements, and labor surplus area coverage for the subject solicitation:

General Decision No: NY030001 (Dredging, Statewide)

Modification Number 0
Publication Date: 6/13/03

General Decision No: NY010030 (Hopper Dredge, Suffolk Co)

Modification Number 0
Publication Date: 6/13/03

Labor Surplus Area:

Suffolk - No

Affirmative Action Requirements:

Suffolk County

Female: 6.9%

Minority: 5.8%

2. Please ensure that the decision(s) are incorporated into the subject solicitation and resultant contract as set forth in FAR 22.404-6.

3. The solicitation and resultant contract must state that:

This project is classified as Dredging and Wage Determination NY030001 shall apply to dredging work. If a hopper dredge is used, Wage Determination NY030030 shall apply to the dredging.

General Decision Number: NY030001 05/21/2004

General Decision Number: **NY030001** 05/21/2004 sg 7/12/04

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.

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)).

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.

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

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General Decision Number: NY030030 06/13/2003

General Decision Number: **NY030030** 06/13/2003

Superseded General Decision No. NY020030

State: New York

Construction Type:
DREDGING

County(ies):
BRONX QUEENS WESTCHESTER
KINGS RICHMOND
NASSAU **SUFFOLK**

HOPPER DREDGE CONSTRUCTION PROJECTS

Modification Number Publication Date
 0 06/13/2003

COUNTY(ies):
BRONX QUEENS WESTCHESTER
KINGS RICHMOND
NASSAU **SUFFOLK**

SUNY2021A 05/24/1993

Rates Fringes

SELF-PROPELLED HOPPER DREDGES:

Drag Tenders 8.21

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

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Washington, D. C. 20210

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

Sample

CONTRACTOR'S DAILY CONSTRUCTION QUALITY CONTROL REPORT

CONTRACTOR'S NAME

(address)

DATE: REPORT NO:

Contract No. _____

Description and Location of Work:

WEATHER: (clear) (Partly Cloudy) / (Cloudy) _____ Temperature: Max ____ Min ____

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

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

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

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

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

4. Verbal Instructions Received: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc... With action to be taken.)

5. Job Safety: (Include deficiencies and corrective action taken.)

6. Indicate Equipment and materials Items arrivals at job site. Indicate the compliance or non-compliance of these items with approved shop drawings; the contract plans and specifications; and if storage of the item is required prior to the time of installation; indicate how this storage was provided and whether or not it is adequate.

7. Remarks: (cover any conflicts in plans, specifications, or instructions.)

8. CONTRACTOR'S VERIFICATION: the above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

CONTRACTOR QUALITY CONTROL INSPECTOR

LC PERMIT NUMBER 1-4724-00448/00001-0
FACILITY/PROGRAM NUMBER(S)


PERMIT
 Under the Environmental
 Conservation Law

EFFECTIVE DATE September 30, 1994
EXPIRATION DATE(S) June 1, 1997

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 35: 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		TELEPHONE NUMBER	
U.S. Army Corps of Engineers, NY District			
ADDRESS OF PERMITTEE			
Jacob Javits Federal Building, New York, NY 10278-0050			
CONTACT PERSON FOR PERMITTED WORK		TELEPHONE NUMBER	
Leo Strozach, Project Manager		(212) 264-3204	
NAME AND ADDRESS OF PROJECT/FACILITY			
Lake Montauk, Block Island Sound			
LOCATION OF PROJECT/FACILITY			
Montauk			
COUNTY	TOWN	WATERCOURSE	NYTM COORDINATES
Suffolk	East Hampton	Lake Montauk	
DESCRIPTION OF AUTHORIZED ACTIVITY			
Maintenance dredging of approx. 50,000 cubic yards of material from the authorized Lake Montauk channel and advanced maintenance dredging of the Lake Montauk Inlet. The resultant dredge spoil will be deposited on the eroded beach west of the west jetty. All work shall be in accordance with the attached special conditions and approved plans.			

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 Charles T. Hamilton	ADDRESS Bldg. 40, SUNY, Room 219, Stony Brook, NY 11790-2355
AUTHORIZED SIGNATURE <i>Charles T. Hamilton</i>	DATE September 26, 1994
Page 1 of 4	

GENERAL CONDITIONS

Inspections

1. The permitted site or facility, including relevant records, is subject to in-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). 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.

Permit Changes and Renewals

2. 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
 - d) environmental conditions, relevant technology, or applicable law or regulation have materially changed since the permit was issued.
3. 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, fees or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing.
4. 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.
5. 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.

Other Legal Obligations of Permittees

6. The permittee has accepted expressly, by the execution of the application, the full legal responsibility for all damages, direct or indirect, of whatever nature and by whomsoever suffered, arising out of the project described in this permit and has agreed to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from this project.
7. 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.
8. The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required for this project.

ADDITIONAL GENERAL CONDITIONS FOR ARTICLES 13 (Title 5), 24, 25, 34 and 6 NYCRR Part 608 ()

- 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.
- 1b 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 approved on
9/26/94 on _____

SPECIAL CONDITIONS

- 1. Excavated sediments shall be placed directly into the approved disposal site. No sidescasting (double dipping) or temporary storage of dredge material is authorized.
- 2. Dredging is prohibited from June 1 - September 30 of each year to protect spawning shellfish and/or finfish.
- 3. All side slopes of the dredged channel shall have a maximum of 1:3 slope.
- 4. The dredged material discharge pipe shall be located a minimum of 30 linear feet landward of mean high water with a diffuser attached to the end of pipe.
- 5. Dredging shall be undertaken no more than once in any calendar year unless specifically authorized by the Department.
- 6. Within 30 days of dredging operation, an as dredged depth survey of the dredged area shall be submitted to the Region 1 Bureau of Marine Habitat Protection, SUNY building 40, Stony Brook, NY 11790-2356. Attention : Compliance.
- 7. For maintenance dredging projects, permittee shall submit a Notice of Commencement prior to each dredging occurrence, specifying the disposal site (including updated site plan). Upon completion a Notice of Completion specifying the amount of dredged material deposited at the approved disposal site must be submitted.

DEC. PERMIT NUMBER 1-4724-00448/00001-0	Page <u>3</u> of <u>4</u>
PROGRAM/FACILITY NUMBER	

New York State Department of Environmental Conservation
Division of Environmental Permits, Region One
Building 40 - SUNY, Stony Brook, New York 11790-2356
Phone: (516) 444-0365 • FAX: (516) 444-0360
Website: www.dec.state.ny.us



AMENDMENT TO PERMIT

John Tavolaro, Chief
Operations Support Branch
U.S. Army Corps of Engineers
New York District - Operations Division
Technical Support Section
Jacob K. Javits Federal Building
New York, N.Y. 10278-0090

January 18, 2000

Attn: Habib Soltani

RE: 1-4724-00448 / 00001 Water Quality Certification
Maintenance Dredging of Lake Montauk Harbor Navigation Channel

Dear Mr. Tavolaro:

The New York State Department of Environmental Conservation has completed its review of the referenced request to extend and modify the Water Quality Certification for the maintenance dredging of the Lake Montauk Harbor navigation channel. I apologize for the delay in our response.

We have determined pursuant to 6 NYCRR Parts 621 and 608 (Uniform Procedures and Protection of Waters regulations, respectively), and Section 401 of the Clean Water Act of 1977 that the proposed activity does not exceed the scope of the original approval and conditions.

Therefore, this Water Quality Certification is hereby extended to new expiration date June 1, 2005.

Also, the Water Quality Certification is hereby modified to authorize conduct of the maintenance dredging and beach nourishment project according to either of the following scenarios:

Federal Project: Hydraulic maintenance dredging of the channel to -12 MLW with maximum two foot overcut, with the resulting approximately 28,000 cubic yards of material placed on the beach west of the inlet. Material placement will extend up to 1,000 linear feet west of the inlet with a berm width of up to 30 feet.

Federal Project With New York State Option: Hydraulic maintenance dredging of the navigation channel to maximum depth -15 MLW with no overcut, with the resulting approximately 48,000 cubic yards of material placed on the beach west of the inlet. Material placement will extend up to 1300 linear feet west of the inlet with a berm width of up to 80 feet.



John Tavoraro
January 18, 2000
Page 2

A set of plan, sectional, and profile view drawings for both approved dredging scenarios is enclosed with this letter. The drawings are stamped "NYSDEC Approved Modification 1/18/2000".

The following special conditions are hereby added to the approval:

8. The permittee shall notify the undersigned in writing at the above address of the dredging scenario (Federal Project or Federal Project with NYS Option) to be carried out as soon as the decision is finalized.

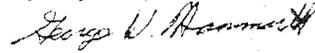
9. The permittee shall submit a set of dated, labeled photographs showing the area / areas to be dredged and the dredged material deposition area before the authorized work begins and no later than 30 days after the issuance of this modification. The photographs must be taken at dead low tide, and be clearly labeled with the date, time and subject. The photographs shall be submitted to the undersigned at the above address.

10. The permittee shall submit a set of dated, labeled photographs to the undersigned showing the dredged material placement area within 30 days of project completion.

All other terms and conditions remain as written in the original approval. This letter is an amendment to the original permit, and as such, must be available at the project site with the original permit and all approved plans whenever authorized work is being conducted.

I can be reached at (631) 444-0371 if you have any questions or need to discuss this determination. Thank you for your attention in this matter.

Very Truly Yours,



George W. Hammarth
Deputy Regional Permit
Administrator

Enclosure

cc: W. Daley
W. Southard
K. Graulich

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.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HUD specifications.

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

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

The 2'x4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5").

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

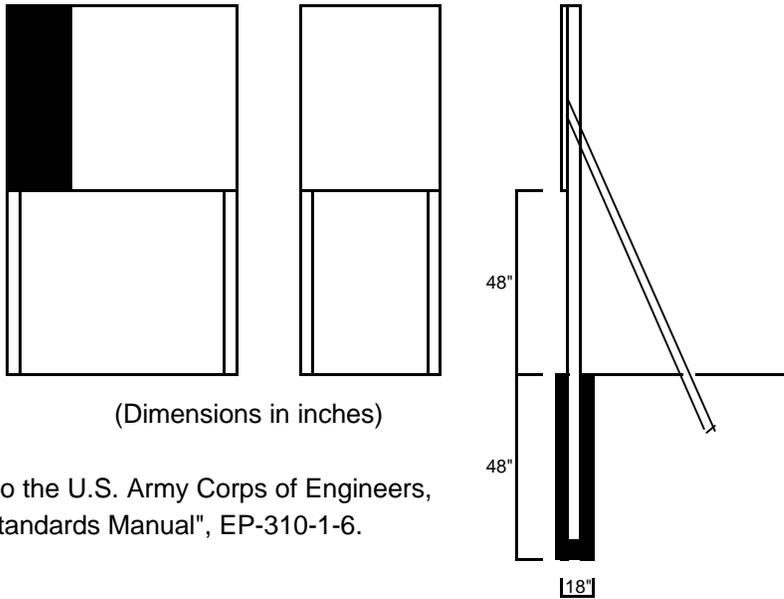
Apply graphic panel to prepared HUD plywood panel following manufacturers' instructions.

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) .375" mounting holes in uprights to align with I-nuts in sign panel. Countersink (.5") back or hole to accept socket head cap screw (4"x.375").

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

Detailed specifications for HUD 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. _____

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 posted safety performance record.

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

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

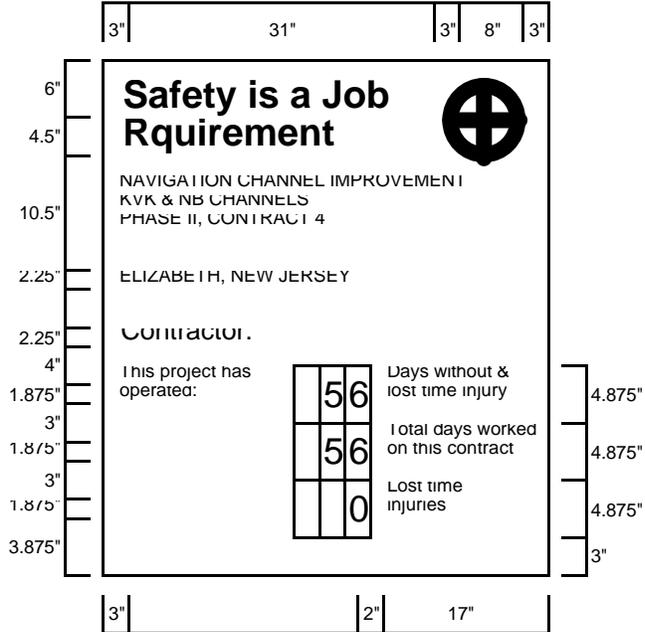
Legend Group 3: One - to two-line identification: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

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

Typeface: 1.25" Helvetica Regular

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

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

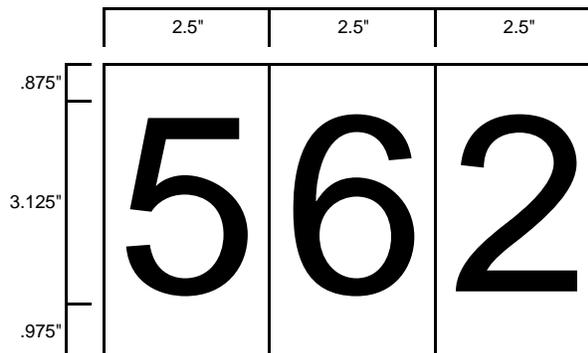


Dimensions inches.

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



00900 ATT. E-3

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

[Page 295-296]

NAVIGABLE WATERS

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

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

Subpart A--General

Sec. 154.105 Definitions.

As used in this part:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

spaces.

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

(a) Is a vessel of the United States;

(b) Operates on the navigable waters of the United States; or

(c) Transfers oil or hazardous material in a port or place subject to the jurisdiction of the United States.

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

A

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

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

Vessel operator means a person who owns, operates, or is responsible

for the operation of a vessel.

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

[Code of Federal Regulations]

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

[Revised as of July 1, 2000]

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

[CITE: 33CFR156]

[Page 435-442]

NAVIGABLE WATERS

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

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

Subpart A--Oil and Hazardous Material Transfer Operations

Sec. 156.100 Applicability.

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

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

Sec. 156.105 Definitions.

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

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

Sec. 156.107 Alternatives.

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

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

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

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

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

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

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

Sec. 156.110 Exemptions.

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

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

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

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

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

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

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

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

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

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 88-052, 53 FR 25122, July 1, 1988; CGD 86-034, 55 FR 36255, Sept. 4, 1990; CGD 93-081, 60 FR 45017, Aug. 29, 1995; CGD 96-026, 61 FR 33666, June 28, 1996; CGD 93-056, 61 FR 41461, Aug. 8, 1996; CGD0 97-023, 62 FR 33364, June 19, 1997]

Sec. 156.111 Incorporation by reference.

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

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

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

Oil Companies International Marine Forum (OCIMF)

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

International Chamber of Shipping

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

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

Sec. 156.112 Suspension order.

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

(a) May be effective immediately;

(b) Is issued in writing unless it is effective immediately and then

it may be issued orally and followed up in writing;

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

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

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

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

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

Sec. 156.113 Compliance with suspension order.

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

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

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

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

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

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

Sec. 156.115 Person in charge: Limitations.

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

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

a facility during transfer operations unless authorized by the COTP.

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

Sec. 156.118 Advance notice of transfer.

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

begins for facilities that:

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

(b) In the case of a vessel to vessel transfer, the COTP may require

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

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

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

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

Sec. 156.120 Requirements for transfer.

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

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

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

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

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

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

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

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

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

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

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

(k) Each connection meets Sec. 156.130;

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Are on duty; and

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

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

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

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

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

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

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

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

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

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

to be operating properly, and

(ii) Analyzers required by Sec. 154.820(a), Sec. 154.824 (d) and (e) of this chapter or 46 CFR 39.40-3(a) have been checked for calibration

by use of a span gas;

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

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

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

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

(cc) Smoking is not permitted in the facilities marine transfer area except in designated smoking areas.

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

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

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

Sec. 156.125 Discharge cleanup.

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

(1) In the transfer operation work area; or

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

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

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

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

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

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

Sec. 156.130 Connection.

- (a) Each person who makes a connection for transfer operations shall:
- (1) Use suitable material in joints and couplings to ensure a leak-free seal;
 - (2) Use a bolt in at least every other hole, and in no case less than four bolts, in each temporary bolted connection that uses a flange that meets American National Standards Institute (ANSI) standard flange requirements under Sec. 154.500(d)(2) of this chapter;
 - (3) Use a bolt in each hole in each temporary bolted connection that uses a flange other than one that meets ANSI standards;
 - (4) Use a bolt in each hole of each permanently connected flange;
 - (5) Use bolts of the correct size in each bolted connection; and
 - (6) Tighten each bolt and nut uniformly to distribute the load and sufficiently to ensure a leak free seal.
- (b) A person who makes a connection for transfer operations must not use any bolt that shows signs of strain or is elongated or deteriorated.
- (c) Except as provided in paragraph (d) of this section, no person may use a connection for transfer operations unless it is:
- (1) A bolted or full threaded connection; or
 - (2) A quick-connect coupling acceptable to the Commandant.
- (d) No person may transfer oil or hazardous material to a vessel that has a fill pipe for which containment cannot practically be provided unless an automatic back pressure shutoff nozzle is used.

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

Sec. 156.150 Declaration of inspection.

- (a) No person may transfer oil or hazardous material to or from a vessel unless each person in charge, designated under Secs. 154.710 and 155.700 of this chapter, has filled out and signed the declaration of inspection form described in paragraph (c) of this section.
- (b) No person in charge may sign the declaration of inspection unless he or she has determined by inspection, and indicated by initialling in the appropriate space on the declaration of inspection form, that the facility or vessel, as appropriate, meets Sec. 156.120.
- (c) The declaration of inspection may be in any form but must contain at least:
- (1) The name or other identification of the transferring vessel or facility and the receiving vessel or facility;
 - (2) The address of the facility or location of the transfer operation if not at a facility;
 - (3) The date and time the transfer operation is started;
 - (4) A list of the requirements in Sec. 156.120 with spaces on the form following each requirement for the person in charge of the vessel or facility to indicate by initialling that the requirement is met for the transfer operation; and
 - (5) A space for the date, time of signing, signature, and title of each person in charge during transfer operations on the transferring vessel or facility and a space for the date, time of signing, signature, and title of each person in charge during transfer operations on the

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

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

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

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

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

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

Sec. 156.160 Supervision by person in charge.

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

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

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

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

Sec. 156.170 Equipment tests and inspections.

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

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

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

(1) Each nonmetallic transfer hose must:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Within the previous two weeks, or

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

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

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

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

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

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NAVIGABLE WATERS

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

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

Subpart B--Special Requirements for Lightering of Oil and Hazardous Material Cargoes

Source: CGD 78-180, 49 FR 11172, Mar. 26, 1984, unless otherwise noted.

Sec. 156.200 Applicability.

This **subpart** applies to each vessel to be lightered and each service vessel engaged in a lightering operation in the marine environment beyond the baseline from which the territorial sea is measured when the oil or hazardous material lightered is destined for a port or place subject to the jurisdiction of the U.S. This **subpart** does not apply to lightering operations involving public vessels, or to the dedicated response vessels and vessels of opportunity in accordance with the National Contingency Plan (40 CFR parts 9 and 300) when conducting response activities. These rules are in addition to the rules of **subpart** A of this part, as well as the rules in the applicable sections of parts 151, 153, 155, 156, and 157 of this chapter.

[CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.205 Definitions.

(a) In addition to the terms defined in this section, the

definitions in

Sec. 154.105 of this chapter apply to this **subpart** and to **subpart C**.

(b) As used in this **subpart** and **subpart C**:

Lightering or Lightering operation means the transfer of a cargo of oil or a hazardous material in bulk from one vessel to another, including all phases of the operation from the beginning of the mooring operation to the departure of the service vessel from the vessel to be lightered, except when that cargo is intended only for use as fuel or lubricant aboard the receiving vessel.

Marine environment means--

(1) The navigable waters of the United States;

(2) The waters of an area over which the United States asserts exclusive fishery management authority; and

(3) The waters superadjacent to the Outer Continental Shelf of the United States.

Service vessel means the vessel which receives a cargo of oil or a hazardous material from another vessel in a lightering operation.

Vessel to be lightered means the vessel which transports a cargo of oil or a hazardous material to a place within the marine environment for

transfer of that cargo to another vessel for further transport to a port

or place subject to the jurisdiction of the United States. The term ``vessel to be lightered'' does not include drilling rigs, or offshore supply vessels transferring cargo intended for use as fuel or lubricant aboard the receiving vessel.

Work includes any administrative duties associated with the vessel whether performed on board the vessel or onshore.

[CGD 78-180, 49 FR 11172, Mar. 26, 1984, as amended by CGD 86-034, 55 FR 36256, Sept. 4, 1990; CGD 90-052, 58 FR 48436, Sept. 15, 1993; CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.210 General.

(a) No vessel may transfer oil or hazardous materials in a port or place subject to the jurisdiction of the United States, if the cargo has

been lightered from another vessel, unless:

(1) The regulations in this **subpart** have been complied with;

(2) Both the vessel to be lightered and service vessel have, on board, at the time of transfer, a valid Certificate of Inspection, Certificate of Compliance, or a Tank Vessel Examination Letter, as would

have been required under 46 U.S.C. 3710 or 3711, had the transfer taken place in a port or place subject to the jurisdiction of the United States; and

(3) The delivering and receiving vessels have on board at the time of transfer, evidence that each vessel is operating in compliance with section 311(j) of the Federal Water Pollution Control Act (33 U.S.C. 1321(j)) and applicable regulations issued under the authority of section 311(j) in the form of a Declaration of Inspection as required by

Sec. 156.150 and a vessel response plan if required under part 155 of this chapter.

Note: Under 46 U.S.C. 3715, the delivering and receiving vessels

must have on board at the time of transfer, a Certificate of Financial Responsibility that would be required if the transfer had taken place in

a location subject to the jurisdiction of the U.S. Regulations concerning Certificates of Financial Responsibility for vessels using the navigable waters of the U.S. are in part 130 of this chapter.

(4) The vessel to be lightered has on board, at the time of transfer, an International Oil Pollution Prevention (IOPP) Certificate or equivalent documentation of compliance with Annex I of the International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 relating thereto (MARPOL 73/78), as would be required by Part 151 of this chapter for vessels in navigable waters of the United States. The IOPP Certificate or documentation of compliance shall be that prescribed by Secs. 151.19 and 151.21 of this chapter, and shall be effective under the same timetable as specified in Sec. 151.19.

(b) Lightering operations involving hazardous materials, other than oil, may be conducted only with the specific approval of the Commandant.

A request to lighter hazardous materials, other than oil, must be submitted to Commandant (G-M) prior to the planned beginning of lightering operations. The request must include the information described in Sec. 156.215(a) to the extent known, for the initial transfer, and the estimated frequency of subsequent lightering operations. After the entry into force of Annex II to

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MARPOL 73/78, vessels lightering hazardous materials shall carry an International Pollution Prevention Certificate for the Carriage of Noxious Liquid Substances in Bulk (1973), if required by Annex II to MARPOL 73/78, or equivalent documentation of compliance with the annex.

(c) In an emergency, the COTP, upon request, may authorize a deviation from any rule in this part if the COTP determines that its application will endanger persons, property, or the environment.

(d) On vessels conducting lightering operations in a designated lightering zone, a licensed individual or seaman may not work, except in an emergency or a drill, more than 15 hours in any 24-hour period, or more than 36 hours in any 72-hour period, including the 24-hour and 72-hour periods prior to commencing lightering operations.

[CGD 78-180, 49 FR 11172, Mar. 29, 1984, as amended by CGD 88-052, 53 FR 25122, July 1, 1988; CGD 90-052, 58 FR 48436, Sept. 15, 1993; CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.215 Pre-arrival notices.

(a) The master, owner or agent of each vessel to be lightered must give at least 24 hours advance notice to the Captain of the Port nearest

the lightering location or zone, prior to arrival in the lightering location or zone. This advance notice must include:

(1) The vessel's name, call sign or official number, and registry:

(2) The cargo type (if oil) or shipping name (if hazardous material)

and approximate amount on board;

(3) The number of transfers expected and the amount of cargo expected to be transferred during each transfer;

(4) The lightering location or zone to be used;

(5) The estimated time of arrival in the lightering location or zone;

(6) The estimated duration of transfer operations; and

(7) The name and destination of service vessel(s).

(b) In the event the estimated time of arrival in the lightering location or zone changes by more than six hours, the Master, owner or agent of each vessel to be lightered must advise the Captain of the Port

of this change as soon as possible.

(c) Where lightering is conducted as a result of collision, grounding, tank rupture or any similar emergency, immediate notice must be given to the Captain of the Port.

(d) In addition to the other requirements in this section, the master, owner, or agent of a vessel that requires a Tank Vessel Examination (TVE) or other special Coast Guard inspection in order to lighter in a designated lightering zone must request the TVE or other inspection from the cognizant Captain of the Port at least 72 hours prior to commencement of lightering operations.

[CGD 78-180, 49 FR 11172, Mar. 26, 1984, as amended by CGD 90-052, 58 FR 48437, Sept. 15, 1993; CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.220 Reporting of incidents.

(a) An immediate report must be made to the nearest Captain of the Port, by the service vessel, if fire, explosion, collision, grounding or any similar emergency, which poses a threat to the vessels involved, occurs during lightering.

(b) Any discharge of oil or hazardous material into the water shall be reported, by the service vessel, in accordance with the procedures specified in Sec. 151.15 of this chapter.

Sec. 156.225 Designation of lightering zones.

The District Commander is delegated the authority to designate lightering zones and their operating requirements, where they are necessary for safety or environmental protection. When a lightering zone has been designated, lightering operations in a given geographic area may only be conducted within the designated lightering zone.

Sec. 156.230 Factors considered in designating lightering zones.

The following factors are considered in designating a lightering zone:

(a) The findings of the environmental analysis or, if prepared, the Environmental Impact Statement;

(b) The proximity of the zone to:

(1) Shipping lanes;

- (2) Vessel traffic schemes or vessel separation systems;
 - (3) Anchorages;
 - (4) Fixed structures;
 - (5) Designated marine sanctuaries;
 - (6) Commercial and recreational fishing areas;
 - (7) Environmentally sensitive areas; and
 - (8) Designated units of the National Park System, National Wild and Scenic Rivers System, National Wilderness Preservation System, properties included on the National Register of Historic Places and National Registry of Natural Landmarks, and National Wildlife Refuge System.
- (c) The traditional use of areas for lightering operations;
 - (d) The normal weather and sea conditions in the areas, and their effect on lightering operations, and the fate of possible cargo discharges;
 - (e) The depth of water and underwater obstructions that may adversely impact anchorages and clearance of vessels;
 - (f) Other relevant safety, environmental, or economic data.

Landing area: (1) the primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones, (2) the "clear zone" beyond the ends of each runway (i.e., the extension of the primary surface), (3) all taxiways, and the lateral clearance zones along each side for the length of the taxiways), and (4) all aircraft parking aprons plus the area extending beyond each edge all around the aprons.

Safety precaution area: those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

Transitional surface: a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

Transitional zone: the ground area under the transitional surface (and adjoining the primary surface, clear zone, and approach-departure clearance zone).

APPENDIX A

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job-specific and shall also address any unusual or unique aspects of the project or activity for which it is written. The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:
 - a. plan preparer (corporate safety staff person, QC);
 - b. plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);
 - c. plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC.
2. BACKGROUND INFORMATION. List the following:
 - a. contractor;
 - b. contract number;
 - c. project name;
 - d. brief project description, description of work to be performed, and location (map);
 - e. contractor accident experience (provide information such

as EMR, OSHA 200 Forms, corporate safety trend analyses);
f. listing of phases of work and hazardous activities requiring activity hazards analyses.

3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a significant portion of the information required by the accident prevention plan.)

4. RESPONSIBILITIES AND LINES OF AUTHORITIES.

a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance).
b. Lines of authority

5. SUBCONTRACTORS AND SUPPLIERS. Provide the

following:

- a. identification of subcontractors and suppliers (if known);
- b. means for controlling and coordinating subcontractors and suppliers;
- c. safety responsibilities of subcontractors and suppliers.

6. TRAINING.

- a. List subjects to be discussed with employees in safety indoctrination.
- b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.
- c. Identify requirements for emergency response training.
- d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

7. SAFETY AND HEALTH INSPECTIONS. Provide details on:

- a. who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;
- b. any external inspections/certifications which may be required (e.g., Coast Guard).

8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.

- a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.
- b. A brief description of the company's safety incentive programs (if any) should be provided.
- c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.
- d. Provide written company procedures for holding managers and supervisors accountable for safety.

9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:

- a. exposure data (man-hours worked);
- b. accident investigations, reports and logs;
- c. immediate notification of major accidents.

10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.

11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.

12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).

- a. hazard communication program (01.B.04);

- b. emergency response plans:
- procedures and tests (01.E.01)
- spill plans (01.E.01, 06.A.02)
- firefighting plan (01.E.01, 19.A.04)
- posting of emergency telephone numbers (01.E.04)
- wildfire prevention plan (09.K.01)
- man overboard/abandon ship (19.A.04)
- c. layout plans (04.A.01);
- d. respiratory protection plan (05.E.01);
- e. health hazard control program (06.A.02);
- f. lead abatement plan (06.B.05 & specifications);
- g. asbestos abatement plan (06.B.05 & specifications);
- h. abrasive blasting (06.H.01);
- i. confined space (06.I);
- j. hazardous energy control plan (12.A.07);
- k. critical lift procedures (16.C.17);
- l. contingency plan for severe weather (19.A.03);
- m. access and haul road plan (22.I.10);
- n. demolition plan (engineering and asbestos surveys) (23.A.01);
- o. emergency rescue (tunneling) (26.A.05);
- p. underground construction fire prevention and protection plan (26.D.01)
- q. compressed air plan (26.I.01)
- r. formwork and shoring erection and removal plans (27.B.02)
- s. lift slab plans (27.D.01)
- t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);
- u. blasting plan (29.A.01);
- v. diving plan (30.A.13);
- w. plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force);

13. The contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the

accident prevention plan. Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation.

APPENDIX B

EMERGENCY OPERATIONS

1. During emergency operations and recovery assistance activities it is extremely important that safety and health requirements are implemented. Personnel often perform unusual, difficult, hazardous tasks while in a challenging environment, and these conditions increase the risk of accident. Additionally, resources are in short supply, and the loss of any resource to an accident indicates poor management. Safety and occupational health of Corps of Engineers employees, contractors, and members of the public exposed to Corps activities will be a primary concern during all Corps emergency operations and recovery assistance. Safety and Occupational Health Offices shall provide the necessary input to their Emergency Management counterparts to ensure that planning for safety and health concerns (including risk and hazard analysis) is addressed prior to, during, and following disasters and disaster response.
2. Safety and occupational health program requirements shall be included in all Government and contract operations. Federal Acquisition Clause 52.236-13, Accident Prevention, shall be included in contracts and MOAs/MOUs for emergency operations and recovery assistance.
3. Initial response. A qualified safety and health professional shall be immediately alerted of the disaster and shall be included in the planning and execution of response and recovery efforts. This individual shall assess safety and health issues and assure precautions are taken prior to deployment of personnel (items to consider include sanitation, drinking water, power supply, living quarters, driving conditions, environmental conditions, and health issues).
4. Staffing. Safety and Occupational Health Offices in the Geographic District experiencing the disaster will be temporarily staffed with additional safety, industrial hygiene, and medical

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES						REPORTS CONTROL SYMBOL ENG CW-0-13	
THRU:		TO:		FROM:		REPORT NO.	
CHARACTER OF REPORT	<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL						DATE OR PERIOD
	NAME AND TYPE			SIZE	PIPELINE		DIPPER OR BUCKET
DREDGE	HORSEPOWER OF		DREDGE PUMP	SUCTION PIPE JET	CUTTER OR BUCKET		PROPULSION
	NUMBER OF CREW MEMBERS		DREDGE	SHORE	OTHER PLANT	TOTAL	WORK SCHEDULE
PROJECT AND BAR	NAME			AUTH DIMENSIONS	WIDTH	DEPTH	OVERDEPTH
	LOCATION (include station numbers)						
CHARACTER OF MATERIAL	ABSOLUTE DENSITY			IN PLACE DENSITY		VOIDS RATIO	
	GRAIN SIZE			GEOLOGICAL CLASSIFICATION			
CONTRACT OR DREDGING ORDER	NUMBER			<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR		TOTAL NO. OF DAYS ON WHICH WORK WAS DONE	
CHANNEL CONDITION	AVERAGE DEPTH	BEFORE DREDGING	AFTER DREDGING	MINIMUM SOUNDING	BEFORE DREDGING	AFTER DREDGING	
	RIVER STAGE	MINIMUM	TIME	MAXIMUM	TIME	GAGE LOCATION	
WEATHER CONDITION	(clear, cloudy, rain, snow, and fog)				VISIBILITY	WIND (maximum velocity & direction)	
WORK PERFORMED				DISTRIBUTION OF TIME			
ITEM	UNIT	QUANTITY		EFFECTIVE WORKING TIME (chargeable to cost of work)		HOURS	MIN.
AVERAGE WIDTH OF CUT	FEET			PUMPING OR DREDGING			
TOTAL ADVANCE THIS PERIOD	FEET			PCT. OF EFFECTIVE RENTAL TIME		%	
TOTAL ADV. PREVIOUS TO THIS PERIOD	FEET			BOOSTER (in line)		Hrs. Min.	
TOTAL ADVANCE TO DATE	FEET			NON-EFFECTIVE WORKING TIME (chargeable to cost of work)			
FLOATING PIPE:	SHORE PIPE:				HANDLING PIPE LINES		
TOTAL LENGTH OF DISCHARGE PIPE	FEET			HANDLING ANCHOR LINES			
AVERAGE LIFT	FEET			CLEARING PUMP AND PIPE LINE			
AVERAGE PUMP SPEED	R.P.M.			CLEARING CUTTER OR SUCTION HEAD			
AVG. DREDGED PER PUMP. HK, GROSS	CU.YDS.			WAITING FOR SCOWS			
SCOWS LOADED	NUMBER			TO AND FROM WHARF OR ANCHORAGE			
AVERAGE LOAD PER SCOW	CU.YDS.			CHANGING LOCATION OF PLANT ON JOB			
CUBIC YARDS REMOVED				LOSS DUE TO OPPOSING NATURAL ELEMENTS			
AMOUNT DREDGED THIS PERIOD:				LOSS DUE TO PASSING VESSELS			
(1) GROSS (computed amount)				SHORE LINE AND SHORE WORK			
(2) CREDITED (pay place)				WAITING FOR BOOSTER			
AMOUNT PREVIOUSLY REPORTED:				MINOR OPER. REPAIRS (explain in remarks)			
(1) GROSS (computed amount)				WAITING FOR ATTENDANT PLANT			
(2) CREDITED (pay place)				PREPARATION AND MAKING UP TOW			
TOTAL AMOUNT DREDGED TO DATE:				TRANSFERRING PLANT BETWEEN WORKS			
(1) GROSS (computed amount)				LAY TIME OFF SHIFT AND SATURDAYS			
(2) CREDITED (pay place)				SUNDAYS AND HOLIDAYS			
ATTENDANT PLANT				FIRE DRILL			
ITEM	NAME OR NUMBER		HOURS	MISCELLANEOUS (explain in remarks)			
				TOTAL NON-EFFECTIVE WORKING TIME			
				PCT. OF NON-EFFECTIVE RENTAL TIME		%	
				TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (chargeable to cost of work)			
				PCT. OF TOTAL TIME IN PERIOD		%	
				LOST TIME (not chargeable to cost of work)			
				MAJOR REPAIRS AND ALTERATIONS			
				CESSATION			
				COLLISIONS			
				MISCELLANEOUS (explain in remarks)			
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			

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 term in the gravel and mud division. For more detailed work, sieves have been constructed at intervals $^2\sqrt{2}$ and $^1\sqrt[4]{2}$. The ϕ (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 (ϕ)	Wentworth Size Class
	4096		-12	
	1024		-10	Boulder (-8 to -12 ϕ)
Use _____	256		-8	
wire _____	64		-6	Cobble (-6 to -8 ϕ)
squares _____	16		-4	Pebble (-2 to -6 ϕ)
5 _____	4		-2	
6 _____	3.36		-1.75	
7 _____	2.83		-1.5	Granule
8 _____	2.38		-1.25	
10 _____	2.00		-1.0	
12 _____	1.68		-0.75	
14 _____	1.41		-0.5	Very coarse sand
16 _____	1.19		-0.25	
18 _____	1.00		0.0	
20 _____	0.84		0.25	
25 _____	0.71		0.5	Coarse sand
30 _____	0.59		0.75	
35 _____ 1/2 _____	0.50	500	1.0	
40 _____	0.42	420	1.25	
45 _____	0.35	350	1.5	Medium sand
50 _____	0.30	300	1.75	
60 _____ 1/4 _____	0.25	250	2.0	
70 _____	0.210	210	2.25	
80 _____	0.177	177	2.5	Fine sand
100 _____	0.149	149	2.75	
120 _____ 1/8 _____	0.125	125	3.0	
140 _____	0.105	105	3.25	
170 _____	0.088	88	3.5	Very fine sand
200 _____	0.074	74	3.75	
230 _____ 1/16 _____	0.0625	62.5	4.0	
270 _____	0.053	53	4.25	
325 _____	0.044	44	4.5	Coarse silt
	0.037	37	4.75	
_____ 1/32 _____	0.031	31	5.0	
_____ 1/64 _____	0.0156	15.6	6.0	Medium silt
Analyzed _____ 1/128 _____	0.0078	7.8	7.0	Fine silt
by _____ 1/256 _____	0.0039	3.9	8.0	Very fine silt
Pipette _____	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	

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

MAINTENANCE DREDGING

Lake Montauk Harbor Federal Navigation Channel

SECTION 01200

TECHNICAL PROVISIONS

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SECTION 01200

TECHNICAL PROVISIONS

1. WORK COVERED BY CONTRACT PRICE:

The work consists of furnishing all plant, labor, materials and equipment, and performing all work in strict accordance with the specifications and drawings as follows:

Basic Work; Lake Montauk Harbor: The location of the work to be done under these specifications is at Lake Montauk Harbor, Suffolk County, New York. Lake Montauk Harbor is situated at northern end of the South Fork of Long Island. Dredged material for placement in the disposal area shall be obtained from the channel inlet as detailed in the contract drawings. These areas must be dredged to a depth of 12 feet (+2 feet overdepth) unless waived by the Contracting Officer or his representative. The channel will be surveyed by the Corps of Engineers prior to commencement of dredging. The placement area is located on the adjacent beach west of the jetty.

Option A; State Option: Dredged material for placement in the placement area shall be obtained from the channel as detailed in the contract drawings. These areas must be dredged to a depth of between -14 and -15 feet (0 feet overdepth) unless waived by the Contracting Officer or his representative. The channel will be surveyed by the Corps of Engineers prior to the commencement of dredging. The placement area is located on the adjacent beach west of the jetty.

Option B; United States Coast Guard Station Option: Dredged material for placement in the disposal area shall be obtained from the mooring area at coordinates as follows: a- N337187.7 E1553593.1, b- N337158.4 E1553651.8, c-N337041.8 E1553677.7, d-N336968.6 E1553588.0, e- N337007.2 E1553507.4 as detailed in the contract drawings. These areas must be dredged to a depth of 10 feet (0 feet overdepth) unless waived by the Contracting Officer or his representative. The mooring area will be surveyed by the Corps of Engineers prior to commencement of dredging. The coordinates of the mooring station dredging area will be confirmed, or possibly adjusted, at that time. It is anticipated that the coordinates may be moved approximately 10' in any direction, based on this survey. The placement area is located on the adjacent beach west of the jetty.

- a) **Bid Item No. 0001:** Mobilization and demobilization of dredging equipment and pipeline, and Lake Montauk Harbor beach placement site preparation with equipment necessary.
- b) **Bid Item No. 0002:** Removal and disposal of all material except ledge rock lying above the plane of 12 feet, with 2 feet allowable overdepth below mean low water in specified areas of the ENTRANCE CHANNEL AND 50 FEET ADVANCE MAINTENACE AREA AT LAKE MONTAUK HARBOR, NEW YORK, as shown on the contract drawings with placement of the dredged material as beach nourishment on the beach west of the jetty. The placement of dredged material at the identified placement area will be in agreement with the issued Water Quality Certificate (WQC).

- c) **Bid Item No. 0003 (Option A, if awarded):** Removal and disposal of all material except ledge rock lying between -14 and -15 feet, with 0 feet allowable overdepth below mean low water in specified areas of the ENTRANCE CHANNEL AND 50 FEET ADVANCE MAINTENANCE AREA AT LAKE MONTAUK HARBOR, NEW YORK, as shown on the contract drawings with placement of the dredged material as beach nourishment on the beach west of the jetty. The placement of dredged material at the identified placement area will be in agreement with the issued Water Quality Certificate (WQC).

- d) **Bid Item No. 0004 (Option B, if awarded):** Removal and disposal of all material except ledge rock lying above the plane of 10 feet, with 0 feet allowable overdepth below mean low water, in specified areas of the US COAST GUARD MOORING STATION, as shown on the contract drawings with placement of the dredged material as beach nourishment on the beach west of the jetty. The placement of dredged material at the identified placement area will be in agreement with the issued Water Quality Certificate (WQC).

The Lake Montauk Harbor Federal Navigation Channel shall be dredged within the limits and to the lines, grades, and depths indicated on the contract drawings. Approximately 12,200 cubic yards of material are expected to be available in the areas designated for dredging. The channel will be surveyed by the Corps of Engineers prior to commencement of dredging and after dredging is completed. This work is being funded by the United States Army Corps of Engineers and is subject to the availability of funds. Sixteen (16) calendar days are allowed for completion of Basic Work of this contract.

a. Mobilization and Demobilization (M&D):

- 1) Mobilization (Item No. 0001) shall include all costs for operations accomplished prior to commencement of actual dredging operations, such as, transfer of the dredge and attendant plant and equipment to the site, initial installation of pipe, preparation of required project signs (§00900-E), and/or 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 spoil areas, and transfer of plant to its home base. All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and equipment will be paid for at the contract lump sum price for this item. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization to the work site. The remaining forty percent (40%) will be included in the final payment for work under the contract. The cost of work other than mobilization and demobilization of the Contractor's dredging plant and equipment shall not be included in this item.

- 2) In the event the Contracting Officer and/or his Representative considers that the amount in this item (60%), which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer and/or his Representative may require the Contractor to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer and/or his Representative will result in

payment of actual mobilization costs as determined by the Contracting Officer and/or his Representative, at the completion of mobilization and payment of the remainder of this item in the final payment under this contract. The determination of the Contracting Officer and/or his Representative is not subject to appeal.

- b. **Removal and Placement of Material:** The contract price per cubic yard for dredging shall include the cost of removal and placement of all materials under the Line Item Nos. 0002, 0003, and 0004 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).

2. ORDER OF WORK:

The dredging of Bid Line Items 0002, the channel and advance maintenance area, and 0003, Option A (if exercised), should be the first areas to be dredged. Once the channel has been dredged and accepted, the contractor will be permitted to dredge Bid Line Item 0004, the Coast Guard Mooring Station.

Due to environmental restrictions, dredging from the contract area is authorized to commence not earlier than October 1, 2004, and must be completed not later than December 31, 2004.

3. PLACEMENT SITE'S REQUIREMENTS:

The beach fill will consist of one (1) berm at the western beach. The berm will maintain an elevation of 8 feet NGVD, starting at the jetty with a width of 0 feet expanding in width to 20 feet at station 2+00, remaining at a width of 30 feet for 500 feet to station 7+00, then tapering over the final 300 feet to a width of 0 feet at station 10+00. A seaward slope of 1 on 20 will extend to the Long Island Sound bottom. This profile is subject to change depending on the available volume from the before dredge survey. The contractor is required to perform a survey of the placement area prior to the placement of dredged material to determine if any modification is required of the original design placement area. The contractor must exercise caution while working and moving construction equipment and materials outside the work area. Construction access together with discharge pipeline routes shall be confined to the areas identified in contract documents. The contractor must abide by the Water Quality Certificate Special Conditions regulating material dredging and placement.

Requirements governing placement site design, limitations, and construction procedures are outlined in §00800, 10.

4. CHARACTER OF MATERIALS:

The material to be removed to gain the depth within the limits called for in these specifications and drawings is material that has shoaled in the area since last dredged to the authorized dimensions. Results of grain size analyses performed on samples collected in the vicinity of the project area have indicated that the material to be deposited is predominantly sand (greater than 90% sand) and therefore compatible for beach placement. (See Grain Size Analysis, §00900-G)

5. SITE CONDITIONS: Bidders are expected to examine the site of the work, including the placement areas and decide for themselves the conditions affecting their operations prior to submitting their bids. Records of previous dredging operations are available at the U.S. Army Engineer District, New York, Operations Division, Support Branch, Technical Support Section, Room 1937, 26 Federal Plaza, New York, N.Y. 10278-0090. See Contract Clause entitled: "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK" (FAR 52.236-3).

6. PERMITS: The contractor is required to comply with the New York State Department of Environmental Conservation Water Quality Certification, Coastal Zone Management Consistency, Right of Entry Permit, and other local permits (as applicable), as required in accordance with Contract Clause entitled: "PERMITS AND RESPONSIBILITIES" (FAR 52.236-7).

7. SUBMITTALS: (NOT USED IN THIS SPECIFICATION)

~~The Contractor shall submit for approval, by the Contracting Officer and/or his Representative, his progress schedule and plans for upland disposal areas construction, dredging and placement of dredged material. The plan shall also show the manner in which dredged material will be distributed in the placement areas. This plan shall show areas or portions thereof to be used. Such plans shall be provided by the contractor at the Pre-construction Conference (§00800-36).~~

8. 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 by the Contracting Officer and/or his Representative at all times. Government reserves the rights to inspect the plant prior to this contract's award. Contract's award is subject to a satisfactory inspection result. 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.

- a. **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.
- b. **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.

- c. **HPDE Pipelines.** High-Density Polyethylene (HDPE) pipeline employed shall generally conform to recommendations and statements of the [Plastic Pipe Institute \(http://www.plasticpipe.org/\)](http://www.plasticpipe.org/).
- d. **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](http://www.uscg.mil/vtm/pages/rules.htm), (<http://www.uscg.mil/vtm/pages/rules.htm>) 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.
- e. **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.
- f. **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.
- g. **Road Crossings:** A detailed plan of the pipeline route to be used by the Contractor shall be submitted at the [Pre-construction Conference](#) and verified prior to laying of the pipeline. A ramp over any discharge pipeline crossing any roadways at the project sites(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 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.

9. TEMPORARY FENCES:

- a. 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 officer and/or his

representative, and the wire mesh shall conform to federal specification rr-f221f & int. Am-1, table ix, type ii, style 8, chicken fencing 6'-0" high, 4"x6" mesh, 14 1/2 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 the property of the contractor.

- b. 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.
- c. The ends of each work area shall be closed off during work in that area by erection of a sand fence extending from Ocean Parkway seaward to the mean high water line.
- d. NO SEPARATE PAYMENT SHALL BE MADE FOR THE TEMPORARY FENCING. ALL COST ASSOCIATED WITH THE FENCES SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE WORK.

10. PLACEMENT OF DREDGED MATERIAL

- a. The material to be dredged, exclusive of all floatable material, shall be placed as specified in the contract drawings. The material shall be deposited evenly to form a comparatively smooth and uniform beach surface in accordance with the contract drawings. In the event that the amount of material placed is not sufficient to construct the required berm widths, the Contracting Officer or his/her representative may adjust the required widths. If, the placement area has been completed to the specifications prescribed in the contract drawings and additional material remains in the dredging areas to reach the required depths as stated in paragraph 11 "Dredging Areas", removal and placement of additional material may be directed by the Contracting Officer or his/her representative.
- b. Dredge material shall be pumped directly from the dredging vessel to the beach placement area. No bottom placement and rehandling will be allowed. Dredged discharge shall be manipulated and controlled by the contractor in such a manner that a minimum of shaping by mechanical equipment will be requested and a minimum amount of material will be lost.
- c. 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.
- d. The Placement of dredged material shall be subject to the following conditions:
 - 1. Any material that is deposited in areas not specified in the contract drawings will be removed and deposited by the contractor at a location designated by the Contracting Officer or his representative at no additional expense to the Government.
 - 2. The material placed shall be free of debris.
 - 3. Any discharge pipeline must be marked by sign, 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 (§01351 - Safety).

4. The discharge pipeline configuration shall be approved by the Contracting Officer or his representative.
 5. The Contractor shall be solely responsible for any damage caused by him to buildings, pavement, curbs, signs, lawns, bulkheads, beach grass, or any other property adjacent to the placement 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.
 6. 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.
 7. The ROE for all placement areas specified in this contract will be granted by the Town of East Hampton and/or other property owners, if applicable, prior to any construction work to be initiated by the contractor.
 8. Vehicles used in the dredging and placement operation shall be characterized as “low ground pressure” (See §01355 – Environmental Protection) and operated on the fill in such a manner so that they do not cause excessive gouging.
 9. Vehicles used in the placement operation shall be operated in such a manner as to minimize vibrations and other noise.
- e. 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 an emergency.
 - f. 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:
 - (a) Dredging, including suitability of dredged material and manipulation and control of the dredge discharge.
 - (b) Placement of sand fill material, including continuity and order of placement; distribution of material and measures used to control loss of material.
 - (c) Debris from the sand fill material shall be removed and disposed of as directed.
 - g. MONITORING PERSONNEL: The monitoring personnel will supervise the contractor’s

- dredging and placement operations and the contractor's compliance with the plans and specs.
- h. The Contractor will have a "[NOTICE TO MARINERS](#)" published by the Coast Guard at least 15 days prior to start of work.
 - i. Every vessel engaged in the transportation of dredged material of any description shall have its name or number and owner's name printed in letters and numbers, at least fourteen (14) inches high, distinctly legible at all times, and no scow or boat, not so marked, shall be used to transport or place any such material.
 - i. Reporting Requirements. **The Contractor shall maintain a daily written record of all placement 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.
 - k. New York State Water Quality Certification. The Contractor shall comply with all requirements identified in the NYSDEC Water Quality Certification (WQC) including all special conditions. A copy of the WQC is included in §00900, Attachment D
 - l. 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 avoidance (cultural resource and/or wetland concerns).
 - m. Protection of Structures and Adjacent Areas. The contractor shall be responsible for the maintenance, repair and stability of all dikes, roads and structures, used by him under the contract. The Contractor shall restore all dikes, roads, and areas he disturbs through his operations to a satisfactory condition, as approved by the Contracting Officer or his representative, at no additional cost to the Government.
 - n. Inspection of Structures and Adjacent Areas. The Contractor shall inspect all dikes, roads, waste weirs, 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.
 - o. Removal of Structures. Structures (i.e., pipeline, etc.) installed by the Contractor for use in his placement 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.
 - p. 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 100 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.

11. DREDGING AREAS:

The channel that is outlined in the Contract drawings by coordinates (1, 2, 3, 4, 5, 6, 7, 8, 9, 10) the Basic Work must be dredged to a uniform depth not less than 12 feet (+2 feet allowable overdepth) below Mean Low Water (MLW).

Option A (State Option), which consist of dredging the shoals an extra foot that must be dredged to a depth of between -14 and -15 feet (0 feet overdepth), may be exercised at the request of the government.

Option B (United States Coast Guard Station Option), which consists of dredging the U. S. Coast Guard Station Mooring Area that must be dredged to a depth of 10 feet (0 feet overdepth), may be exercised at the request of the government.

The Contractor shall not dredge any quantity of material lying below the plane of the project depth (+2 feet allowable overdepth). Material taken from beyond the limits of the acceptance cross-sections plus allowable overdepth will be deducted from the total amount dredged as excessive dredging for which payment will not be made.

12. OVERDEPTH AND SIDE SLOPES:

- a. Overdepth: To cover inaccuracies of the dredging process, material actually removed from within the specified area to be dredged in Lake Montauk Harbor, to a depth of not more than **two (2) feet immediately below the required dredging area for the Basic Work only will be calculated and paid for at the contract price. No overdepth will be paid for options A and B beyond the required depth of 15 feet in the channel and 10 feet in the Coast Guard Mooring Area.**
- b. Side and End Slopes: Material actually removed, within limits specified herein, to provide for final side slopes not flatter than 1 vertical on 3 horizontal, but not in excess of the amount originally lying above this limiting side slope will be calculated and paid for. Dredging in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut will be acceptable.
- c. Excessive Dredging: Material taken from beyond the limits of the acceptance cross-sections plus allowable overdepth will be deducted from the total amount dredged as excessive dredging for which payment will not be made. Nothing herein shall be construed to prevent payment for removal of shoals performed in accordance with the applicable provisions of §00800 entitled "FINAL EXAMINATION AND ACCEPTANCE" OR "SHOALING."

13. LIMIT OF DREDGING: The areas to be dredged are the shoals of the channel and 50 feet advance maintenance area, and the Coast Guard Station Mooring Area, as indicated on the contract drawings and specified in §00800-19, “FINAL EXAMINATION AND ACCEPTANCE,” as defined by the dredging prism indicated in §01200-12, “OVERDEPTH AND SIDE SLOPES” and “MEASUREMENT AND PAYMENT.”

14. REPORTING REQUIREMENTS: The Contractor shall prepare and maintain a Daily Report of Operations form and Quality Control Report form and furnish signed copies thereof to the Contracting Officer’s representative on a weekly basis, due each Monday morning during the dredging operation. Copies of forms prescribed for recording the required information are attached (see §00900 - List of Documents, Exhibits and Other Attachments). Further instructions on the preparation and submittal of the reports will be furnished at the Preconstruction Conference.

15. MEASUREMENT AND PAYMENT:

- a. **Mobilization and Demobilization** (Bid Item Nos. 0001): See §01200-1.a), “MOBILIZATION AND DEMOBILIZATION.”
- b. **Dredging:** The total amount of material removed and paid for under the contract (Bid Item Nos. 0002) will be measured by the cubic yard dredged. Measurement of the number of cubic yards in place will be made by computing the volume between the bottom surface shown by soundings of the last survey made before dredging and the bottom surface shown by soundings of a survey made as soon as practicable after the entire work specified has been completed. The volume for measurement shall include the material within the limits of the overdepth, side slopes described in § 01200-12, “OVERDEPTH AND SIDE SLOPES,” less any deductions that may be required for misplaced material described in §01200-10, “PLACEMENT OF DREDGED MATERIAL”, or over dredged as specified in § 01200-12, “Excessive Dredging”. No payment will be made for material placed:
 1. Which violates §00800, “Placement of Dredged Material”.
 2. Beyond the point where the 1 on 20 slope line intersects the ocean.
 3. Outside the areas designated in the contract drawings with the exception of the areas approved by the Contracting Officer or Contracting Officer Representative.
- c. **The map and or drawings** (§00800.5, “CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS”) accurately represent conditions existing on March 07, 2004. The soundings shown on the contract drawings were taken with a portable electronic depth recorder with a transducer frequency of 200 kHz. New soundings will be taken generally two weeks prior to dredging. Soundings after dredging will be made by an electronic depth recorder with a transducer frequency of 200 kHz or may be made using a multi-beam surveying system. After-dredging surveys will be completed generally within five days of completion of a section or the project. Determination of quantities removed to determine in-place quantities to be paid in the area specified, after having once made, will not be reopened, except on evidence of collusion, fraud, or obvious error. Computations for

payment purposes will generally be made by the Corps of Engineers and utilizing the Triangulated Irregular Network (TIN) method or Average End Area method.

- d. **Shoaling** in the areas to be dredged is not at a rapid rate from existing depths. The unit price for dredging based on the above method of computation of the quantity for which payment is to be made shall include the Contractor's evaluation of shoaling, changes in the regimen of the waterway, or changes caused by the Contractor's operations that may occur during the period between the survey before dredging and the survey for acceptance of the work.
- e. **Scows and Hopper Dredges:** Where scows or hopper dredges are used in performance of work and where the Contractor maintains load or measuring devices on such scows or hopper dredges, copies of all recorded measurements made in connection with the work shall be furnished to the Contracting Officer and/or his Representative. If as the work progresses the Contractor determines that a significant difference exists between the recorded bin or scow quantities and the survey quantities computed from the check surveys described in §01200-14.g below, he shall immediately notify the Contracting Officer and/or his Representative of any such discrepancies. Such notification shall include a description of the Contractor's methods of measuring scow or bin quantities, certification of measuring techniques, documentation of material sampling and methods used to convert bin or scow measurements to in-place density.

It is emphasized that bin or scow measurements shall not be used as a basis for partial or final payment.

- f. **14-day Partial payments** will be based on approximate quantities determined by soundings or sweepings taken behind the dredge by the Contractor. The contractor's soundings are to be used for partial payments only and will not form a basis for the acceptance of the work (§00800-38, "QUANTITY SURVEYS").
- g. **The Contractor must inform the Government**, in writing, within three calendar days of completing a section as specified. This project is divided into two sections, as follows:
 - 1. Bid Line Item 0002 BASIC WORK. Removal and disposal of all material except ledge rock lying above the plane of 12 feet, with 2 feet allowable overdepth below mean low water, in specified areas of the ENTRANCE CHANNEL AND 50 FEET ADVANCE MAINTENANCE AREA AT LAKE MONTAUK HARBOR, NY, as shown on the contract drawings with placement of the dredged material as beach placement on the beach west of the jetty. An estimated quantity of 8,400 CY.

PLUS

Bid Line Item 0003 OPTION A: State Option. Removal and disposal of all material except ledge rock lying between -14 and -15 feet, with 0 feet allowable overdepth below mean low water, in specified areas of the ENTRANCE CHANNEL AND 50 FEET ADVANCE MAINTENANCE AREA AT LAKE MONTAUK HARBOR, NY, as shown on the contract drawings with placement of the dredged material as beach placement on the beach west of the jetty. An estimated quantity of 3,300 CY.

2. Bid Line Item 0004 OPTION B: US Coast Guard Station Option. Removal and disposal of all material except ledge rock lying above the plane of 10 feet, with 0 feet allowable overdepth below mean low water, in specified areas of the MOORING AREA, as shown on the contract drawings with placement of the dredged material as beach placement on the beach west of the jetty. An estimated quantity of 500 CY.

Each section will be examined and accepted in accordance with §00800-19, "FINAL EXAMINATION AND ACCEPTANCE" within a fair and reasonable time. Once the Contracting Officer or his representative accepts a section, the Contractor will be relieved of all responsibility for said section.

16. 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) 223-8355 or by e-mail to Mr. John J. Mauro, jmauro@d1.uscg.mil.

END OF SECTION 01200

MAINTENANCE DREDGING

Lake Montauk Harbor Federal Navigation Channel

SECTION 01351

SAFETY

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MAINTENANCE DREDGING

Lake Montauk Harbor Federal Navigation Channel

SECTION 01351

SAFETY

1. 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, dated 3 November 2003 will be applied to all work under this contract. 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 other 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. CONTRACTOR SAFETY MEETING 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.

3. ACCIDENT PREVENTION PROGRAM:

Four (4) copies of the contractor's *Accident Prevention Plan* shall be submitted at the Preconstruction Conference for review and acceptance by the COR. The Accident Prevention Plan will be reviewed at the Safety Meeting, prior to the start of work. The accident prevention program shall be prepared in the format outlined in Appendix A of EM 385-1-1, "Minimum Basic Requirements for Accident Prevention Plan" (a portion of this Appendix is provided as §00900K), as per Contract Clause 52.236-13 "Accident Prevention (Nov 1991)." No work shall commence until the Accident Prevention Plan is accepted by the COR.

4. HAZARD ANALYSES: Job hazard analyses containing all the information as required by figure 1-1, EM 385-1-1 (figure 01351-1 of this specification) shall be fully completed and signed by an officer of the company and shall be included in the Accident Prevention Plan. The job hazard analyses will be reviewed for adequacy weekly by the contractor and noted as such on the

Contractor's Quality Control Report.

FIGURE 1-1
ACTIVITY HAZARD ANALYSIS

ACTIVITY ANALYZED BY/DATE

PRINCIPAL STEPS	POTENTIAL SAFETY/HEALTH HAZARDS	RECOMMENDED CONTROLS
Identify the principal steps involved and the sequence of work activities	Analyze each principal step for potential hazards	Develop specific controls for each potential hazard
EQUIPMENT TO BE USED	INSPECTION REQUIREMENTS	TRAINING REQUIREMENTS
List equipment to be used in the work activity	List inspection requirements for the work activity	List training requirements, including hazard communication

(a) Figure 01351-1. EM 385-1-1, figure 1-1.

5. ACCIDENT PREVENTION PLAN: In addition to those items contained in EM 385-1-1, Appendix A, *the following items will be included in the accident prevention plan:*

- a. **Hard Hat Area.** A statement that the jobsite is classified a "hard hat" area from start to finish.
- b. **Sanitation and Medical Requirements.** Estimate the greatest number of employees, supervisors, etc., to be working at peak construction period, including subcontractor personnel. Include sanitation requirements and medical facilities identified for the job site. Note: when a medical facility or physician is not accessible within five minutes of an injury to a group of two or more employees for the treatment of injuries, at least two or more employees on each shift shall be qualified to administer first aid and CPR.
- c. **Equipment Inspection.** Describe the type of inspection program on cranes, trucks, and other types of construction equipment the Contractor plans to implement. Include who will be responsible for the inspection and how the Contractor will control equipment of sub-contractors and equipment brought to the site by rental companies. Describe the types of records to be kept. Indicate that copies of records of all equipment inspections will be kept at the job site for review by the designated authority.
- d. **Crane & Derrick Operators.** All floating cranes and floating derricks may only be operated by *qualified* operators. Written proof of qualification for all crane and derrick operators shall be in accordance with EM 385-1-1, section 16.C.04 and shall include any certificates and/or dates of examination, *shall be specific to each operator*, and shall be signed by the qualifying source. The qualifying source may be an independent testing and qualifying company, a union, a government agency, a state or city licensing agency, a qualified consultant, etc. **THE CONTRACTOR WILL PROVIDE COPIES OF THE CRANE OPERATOR'S QUALIFICATIONS TO THE CONTRACTING**

OFFICER OR HIS REPRESENTATIVE AT THE PRECONSTRUCTION MEETING.

e. Contractor Diving Operations.

- 1) Diving contractors and/or subcontractors shall submit a *Safe Practices Manual* that includes the requirements of EM 385-1-1, Section 30.A.11 (1) through (5) to the COR and Command Dive Coordinator (CDC) for review and acceptance at the Safety Meeting or at least fifteen (15) days prior to the commencement of dive operations.
- 2) A dive operations plan in accordance with EM 385-1-1, Section 30.A.13 a. (1) through (11) shall be developed and implemented by the diving contractor for each dive. The plan shall be submitted to the COR for review and acceptance prior to commencing the dive. Written acceptance in the form of a memorandum or electronic mail from the COR is required for diving operations to commence.

f. Lifting Operations Involving Single Point Mooring Buoys and Pipeline.

- 1) Operations involving the lifting and subsequent transfer of anchors to single point mooring buoys (e.g. scots buoy, pump-out buoy, mono-buoy, etc.) and setting, retrieving, and moving of pipeline shall require submittal of a critical lift plan. The critical lift plan shall include or specify the following:
 - (1) the crane or derrick operator, lift supervisor and rigger and their qualifications.
 - (2) the exact size and weight of the load to be lifted and all crane or derrick rigging components, including the anchor chain, sand loading of pipeline, which adds to the weight.
 - (3) the lift geometry and procedures including the crane position, height of the lift; the load radius, and the boom length and angle for the entire range of the lift;
 - (4) a rigging plan showing the lift points that describes rigging procedures and hardware requirements;
 - (5) a description of the operating base (platform) condition and any potential list;
 - (6) environmental conditions under which the lift operations are to be stopped; and,
 - (7) coordination and communication requirements
- 2) The New York Safety Office Critical Lift Plan shall be completed by the contractor, signed by an officer of the company, and submitted to the Contracting Officer's Representative (COR) for acceptance prior to the lift. Critical Lifts: are defined as non-routine crane lifts requiring detailed planning and additional or unusual safety precautions. Critical lifts include lifts made when the load weight is 75% of the rated capacity of the crane; lifts which require the load will be lifted, swung, or placed out of the operator's view; lifts made with more than one crane; lifts involving non-

- routine or technically difficult rigging arrangement; hoisting personnel with a crane or derrick; or any lift which the lift operator believes should be considered critical.
- 3) Hanging anchors from single point mooring buoys shall not be permitted in any case unless written certification by a registered Professional Engineer (P.E.) is provided to the COR certifying that the design loading ability of the buoy topside, under-deck structure, and deck cleats are engineered to safely handle such loads.
 - 4) All buoy mechanical systems (e.g. windlasses) shall be maintained in working order throughout the duration of the contract.

6. PROJECT SAFETY OFFICER:

The Contractor will designate an employee as Site Safety Officer who is responsible for implementing and enforcing the Accident Prevention Plan. The site safety officer shall have the authority to suspend operational activities if the health and safety of personnel are endangered, and to suspend an individual from operational activities for infractions of the Accident Prevention Plan. The Contractor will submit a resume of the site safety officer outlining their training and experience specific to construction safety and occupational health for acceptance by the COR prior to the start of work. The Site Safety Officer shall have completed a 40-hour OSHA compliance based construction safety training course.

7. ACCIDENT REPORTS:

The contractor shall *immediately* report all accidents by telephone to the COR.

- a. The Contractor will provide an initial written report of the accident to the COR within 24 hours. The Contractor shall complete and submit ENG Form 3394 for all accidents involving lost work time, medical treatment, and/or property damage in excess of \$2,000.00 within 48 hours of the accident. 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.
- b. Daily records of all first aid treatment not otherwise reported shall be maintained at the job site and furnished to the designated authority upon request. Records shall also be maintained of all exposure and accident experience incidental to the work (OSHA Form 200 or equivalent as prescribed by 29 CFR 1904).
- c. The Contractor will maintain and provide the designated authority access to the project's Workers Compensation Claims Report that details the compensable accidents experienced on the project by the Contractor and Subcontractor.

8. MONTHLY EXPOSURE REPORTS:

The Contractor shall submit to the COR no later than the first day of each month, a compilation of man-hours worked each month by the prime contractor and each subcontractor. In addition, the contractor shall report the number of accidents, severity, class of accidents, and lost time work days for each month.

9. CLEAN-UP:

The Contractor's Accident Prevention Plan shall identify the individual's responsible for cleanup and shall establish a housekeeping procedures and schedules. If the COR determines that cleanup is not being performed satisfactorily, the Contractor shall establish a work crew to perform the continuous cleanup required by the contract clause titled: CLEANING UP. The individual(s) appointed to the work crew to perform continuous cleanup shall not perform any other duties under this contract, unless approved by the COR. The number of individuals appointed to the cleanup work crew shall be increased as required in order to render adequate cleanup.

10. SUPPLEMENTAL TO SAFETY MANUAL:

To supplement and emphasize the requirements of EM 385-1-1, the following is provided and shall be met as applicable.

- a. **Electrical Work:** Electrical work shall not be performed on or near energized lines or equipment unless specified in the plans and specifications.
 - 1) Upon request by the Contractor, arrangements will be made for de-energizing lines and equipment so that work may be performed. All outages shall be requested through the COR a minimum of 14 days, unless otherwise specified, prior to the beginning of the specified outages. Dates and duration will be specified.
 - 2) Upon approval of the COR, the following work may be performed with the lines energized using certified hot line equipment on lines above 600 volts, when the following conditions have been met.
 - (1) Work below the conductors no closer than the clearance required in EM 385-1-1 from the energized conductors.
 - (2) Setting and connection of new pre-trimmed poles in energized lines, which do not replace an existing pole.
 - (3) Setting and removing transformers or other equipment on poles.
 - (4) Installation or removal of hot line connectors, jumpers, dead-end insulators for temporary isolation, etc., which are accomplished with hot line equipment from an insulated bucket truck.

- 3) The Contractor shall submit a plan, in writing, describing his/her method of operation and the equipment to be used on energized lines. Proper certification from an approved source of the safe condition of all tools and equipment will be provided with the plan. The work will be planned and scheduled so that proper supervision is maintained. Emergency procedures for disconnecting power in the event of an accident will be outlined in the plan. The Contractor will review his/her plan with the COR prior to being granted permission to perform the work.
 - 4) No work on lines greater than 600 volts will be performed from the pole or without the use of an insulated bucket truck.
 - 5) No work will be done on overbuilt lines while underbuilt lines are energized, except for temporary isolation and switching.
- b. **Electrical Tools:** Hand held electrical tools shall be used only on circuits protected by ground fault circuit interrupters for protection of personnel.
 - c. **Electrical Cords:** All general use extension cords shall be hard usage or extra hard usage as specified in Table 11-1 of EM 385-1-1.
 - d. **Temporary Electrical Systems:** Temporary electrical distribution systems and devices shall be checked and found acceptable for polarity, ground continuity, and ground resistance before initial use and after modification. GFI outlets shall be installed and tested with a GFI circuit tester (tripping device) prior to use. Portable and vehicle mounted generators shall be inspected for compliance with EM 385-1-1 and NFPA 70.
 - e. **Rollover Protective Structures (ROPS):** Seat belts and ROPS shall be installed on all construction equipment as required by paragraph 16.B.12 of EM 385-1-1. The operating authority will furnish proof from the manufacturer or licensed engineer that ROPS meets the applicable SAE standards cited in EM 385-1-1, pg. 257.
 - f. **Elevating Work Platforms:** All elevating work platforms shall be designed, constructed, maintained, used, and operated in accordance with ANSI A92.3, ANSI A92.6, ANSI A92.5 and EM 385-1-1, Sections 22.J and 16.A. Only personnel trained in the use of elevating work platforms shall be authorized to use them. A list will be maintained by the contractor of all authorized users at the job site. The list will be updated as necessary and available for review on site by the designated authority.
 - g. **Fall Protection:** Fall protection in the form of standard guardrails, nets, or personal fall arrest systems will be provided for all work conducted over 6 feet in height. The contractor will submit his/her proposed method of fall protection to the COR as part of the Job Hazard Analysis for acceptance. If the contractor deems that conventional fall protection as described above is not feasible for a particular job, or phase of a job, the Contractor will state in writing the reasons that conventional fall protection cannot be used and provide alternative safety measures for review and acceptance by the COR.
 - h. **Excavations:** All open excavations made in the earth's surface four (4) foot or greater will be under the supervision of a competent person trained in, and knowledgeable about,

soils analysis, the use of protective systems, and the requirements of OSHA 29 CFR 1926, Subpart P and EM 385-1-1, Section 25. The competent person shall be designated in writing by the Contractor and a resume of their training and experience submitted to the COR for acceptance.

- 1) Excavations hazards and methods for their control will be specified in the job hazard analyses.
 - 2) Sloping and benching: The design of sloping and benching shall be selected from and in accordance with written tabulated data, such as charts and tables. At least one copy of the tabulated data will be maintained at the job site.
- i. **Support Systems:** shall be in accordance with one of the systems outlined in 1 through 3 below:
- 1) Designs drawn from manufacturer's specifications shall be in accordance with all specifications, limitations, and recommendations issued or made by the manufacturer. A copy of the manufacture's specifications, recommendations, and limitations will be in written form and maintained at the job site.
 - 2) For 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.
 - 3) For systems designed by a registered Professional Engineer. At least one copy of the design shall be maintained at the job site during excavation.
- j. **Excavations greater than 20 feet deep:** 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 plans and specifications shall be maintained at the job site during excavation. The contractor will ensure that the registered Professional Engineer is working within a discipline applicable to the excavation work; i.e. it would be inappropriate for an electrical engineer to approve shoring designed for an excavation.
- k. **Confined Space:** The Contractor shall develop detailed written standard operating procedures for confined spaces in accordance with 29 CFR 1910.146 and EM 385-1-1, and as further described in this paragraph:
1. The contractor shall supply certificate of calibration for all testing and monitoring equipment. The certificate of calibration shall include: type of equipment, model number, date of calibration, firm conducting calibration, and signature of individual certifying calibration.
 2. The procedures shall include methods of inspection of personal protective equipment prior to use.
 3. The procedures shall include work practices and other engineering controls to reduce airborne hazards and other potential hazards (i.e. engulfment, hazardous energy, etc.) to a minimum.

- l. **Control of Hazardous Energy:** Before any servicing or maintenance on a system where the unexpected energizing, start-up, or release of kinetic or stored could occur and cause injury or damage, the system shall be isolated in accordance with EM 385-1-1, Section 12 "Control of Hazardous Energy (Lockout/tagout)".
- m. **Hazardous Energy Control Plan:** Contractor's planning the use of hazardous energy control procedures shall submit their hazardous energy control plan to the Contracting Officer Representative (COR) for acceptance. Implementation of hazardous energy control procedures shall not be initiated until the hazardous energy control plan has been accepted
- k. **Language:** For each group that has employees that do not speak English, the Contractor will provide a bilingual foreman that is fluent in the language of the workers. The contractor will implement the requirements of EM 385-1-1, 01.B through these foremen.

11. 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 section:

- a. Specification Section 00800, Special Contract Requirements

12. MEASUREMENT AND PAYMENT:

No separate payment will be made for the work covered under this section, and such work will be considered as a subsidiary obligation of the contractor.

13. CONTRACTOR PERFORMANCE APPRAISAL:

The occurrence of accidents and near misses due to negligence are strong indications that there has been insufficient emphasis on effective implementation and/or commitment to the accident prevention program. Should it become obvious that proper emphasis is not being given to safety, an interim unsatisfactory performance appraisal rating will be issued. If safety continues to be unsatisfactory or marginal, the unsatisfactory rating will become final. The contractor should be aware that this appraisal will be stored in a national computer database which can be accessed by a multitude of agencies or municipalities desiring information on prospective contractors. An unsatisfactory rating in this database may affect the contractor's ability to obtain future Government work.

END OF SECTION 01351

SECTION 01355

ENVIRONMENTAL PROTECTION

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SECTION 01355

ENVIRONMENTAL PROTECTION

1. SCOPE

This section covers prevention of environmental pollution and damage as the result of construction operations under this contract and for those measures set forth in other technical provisions of these specifications. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetic, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

2. QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth therein. The Contractor shall record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken and submit these reports as part of the daily reports required in Section 01200.

3. PERMITS OBTAINED BY THE CORPS OF ENGINEERS

The Contractor shall comply with all requirements under the terms and conditions set out in the Water Quality Certificates in Section 00900, Attachment D.

4. SUBMITTALS

The Contractor shall submit an environmental protection plan in accordance with provisions as herein specified.

4.1 Environmental Protection Plan

- a. Prior to commencement of the work, the Contractor shall submit to the Contracting Officer for approval his proposed environmental protection plan. This shall be followed by a meeting with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan for environmental protection will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants.

- b. Environmental Protection Plan shall include but not limited to the following:
- (1) A list of Federal, State and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations and permits.
 - (2) Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological and cultural resources.
 - (3) Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the environmental protection plan.
 - (4) Permit or license for, and the location of, the solid waste disposal area.
 - (5) Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
 - (6) Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
 - (7) Traffic control plan.
 - (8) Methods of protecting surface and ground water during construction activities.
 - (9) Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.
 - (10) Plan of borrow area.

4.2 Implementation

After receipt of Notice to Proceed, the Contractor shall, within five (5) days, submit in writing the above Environmental Protection Plan and meet with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures.

5. SUBCONTRACTORS

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

6. NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State or local laws or regulations,

permits and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

7. PROTECTION OF ENVIRONMENTAL RESOURCES

7.1 General

The Contractor shall at all times perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the work area that in the opinion of the Contracting Officer, are critical to fish and wildlife. The Contractor shall anticipate orders to stop work at the discretion of the Contracting Officer if any fish or wildlife are endangered by construction activities. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs.

7.2 Protection of Land Resources

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

7.3 Work Area Limits

Prior to any construction the Contractor shall mark the areas that are required to accomplish all work to be performed under this contract. Isolated areas within the general work area that are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and protecting all necessary objects. Jobsite fencing shall be provided around work areas.

7.3.1 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

7.3.2 Reduction of Exposure of Unprotected Erodible Soils.

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.

7.3.3 Temporary Protection of Disturbed Areas

Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to:

Retardation and control of runoff; Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and/or berms to retard and divert runoff to protected drainage courses, and any measures required by area-wide plans approved under paragraph 208 of the Clean Water Act.

7.3.4 Erosion and Sediment Control Devices

The contractor shall construct or install all temporary and permanent erosion and sediment control features as indicated on the drawings. Temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basins, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

7.3.5 Temporary Excavations and Embankments

Temporary excavations and embankments for plant or work areas shall be controlled to protect adjacent areas from despoilment.

7.3.6 Disposal of Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers that are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

7.3.7 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State and local regulations.

7.3.8 Disposal of Discarded Materials

Discarded materials other than those that can be included in the solid waste category will be handled as directed by the Contracting Officer.

7.4 Preservation and Recovery of Archaeological Resources

If, during construction activities, the Contractor observes unusual items that might have historical, archaeological or cultural value, such observations shall be reported as soon as practical to the Contracting Officer. No work will be conducted in the vicinity of the discovery until authorized by the Contracting Officer.

7.5 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities, which are included in this contract.

7.5.1 Monitoring of Water Areas Affected by Construction Activities

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

7.6 Protection of Fish and Wildlife Resources

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. Species that require specific attention along with measures for their protection will be listed by the Contractor prior to beginning of construction operations.

7.7 Protection of Air Resources

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the State of New York rules or regulations and all Federal emission and performance laws and standards. Ambient air quality standards set by the Environmental Protection Agency shall be maintained for these construction operations and activities specified in this section. Special management techniques as set out below shall be implemented to control air pollution by the construction activities, which are included in the contract.

7.7.1 Particulates

Dust particles from all construction activities, processing and preparation of materials shall be controlled at all times, including weekends, holidays and hours when work is not in progress.

7.7.1.1 Particulates Control

The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in paragraph 7.7 above to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulates control shall be performed as the work proceeds and whenever a particulates nuisance or hazard occurs.

7.7.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

7.7.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

7.7.4 Monitoring of Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

7.8 Protection of Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise. The Contractor shall use methods and devices to control noise emitted by equipment to sound levels as given in the following table:

PERMISSIBLE NON-DOD NOISE EXPOSURES

Duration per day, hours	Sound level dB(A) slow response
8	90
6	92
4	95
3	97
2	100
1 1/2	102
1	105
1/2	110
1/4	115

When the daily noise exposure is composed of two or more periods of noise exposure of different levels, their combined effects should be considered rather than the individual effect of each. Exposure to different levels for various periods of time shall be computed according to the following formula:

$$Fe = T1/L1 + \dots + Tn/Ln \quad \text{where;}$$

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 I

If Fe exceeds one (1), hearing protection is required.

8. POST CONSTRUCTION CLEAN UP

The Contractor shall clean up areas used for construction.

9. RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations inside or outside the limits of the approved work areas. Beach grass and other natural resources inside the work area will have to be replaced if disturbed. Such restoration shall be in accordance with the plan submitted for the Contracting Officer's approval. This work will be accomplished at the Contractor's expense.

10. MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

11. TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

12. PAYMENT

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

END OF SECTION 01355

SECTION 01451

INSPECTION AND ACCEPTANCE

CONTRACTOR QUALITY CONTROL

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SECTION 01451

INSPECTION AND ACCEPTANCE

CONTRACTOR QUALITY CONTROL

1. GENERAL. The contractor is responsible for quality control and shall establish and maintain an effective quality control (QC) system in compliance with contract clause: “INSPECTION OF CONSTRUCTION” (FAR 52.246-12). The quality control system shall consist of plans, procedures, and organization necessary to produce an end product, which complies with the contract requirements. The program 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 burden of contract compliance is placed on the Contractor and not assumed by the Government. 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 individual with the responsibility for the overall management of the project including quality and production. The Contractor’s QC program will not be accepted without question and the right to inspect or verify at any time is reserved by the Government.

2. PRECONSTRUCTION CONFERENCE. As soon as practicable, before the start of dredging, the Contractor shall meet with the Contracting Officer or the Contracting Officer Representative to discuss its QC program as well as other administrative matters for the contract work. During the meeting, a mutual understanding of the program details shall be developed, including the forms for recording the QC operations, inspections, testing (if required), administration of the program, and the interrelationship of the Contractor and Government control and surveillance. Minutes of the meeting shall be prepared, signed by both the Contractor and the Contracting Officer or Contracting Officer’s Representative and shall become part of the contract file.

3. SUBMITTALS

- a. **Quality Control Plan.** Prior to the start of dredging, the Contractor shall furnish his QC plan to the Contracting Officer or Contracting Officer's Representative for acceptance. **Contract operations will be permitted to begin only after acceptance of the QC plan.** The QC plan the Contractor proposes to implement shall include, as a minimum, the following:
 - 1) A description of the quality control management 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.
- 2) The name, classifications, qualifications (in resume format), duties, responsibilities and authorities of each person assigned a CQC function.
 - 3) 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.
 - 4) Procedures for testing placement area effluent (if required), and any other required samples.
 - 5) QC activities to be performed, including those of subcontractors if used to accomplish the work.
 - 6) Compliance inspections recorded on the Construction Quality Control Report and the Dredging Report, samples of which are attached.
 - 7) After acceptance of the QC plan, the Contractor shall notify the Contracting Officer or Contracting Officer's Representative in writing of any proposed change to his QC program. At any time it is determined that the QC program is not providing dredging operations which conform to contract requirements, actions shall be taken by the Contractor to correct the deficient management.
- b. **Other Submittals.** Procedures for purchasing materials and equipment, subcontracting, and processing reports, samples and other submittals shall be developed. The procedures shall include the establishment of responsibilities to assure at each level adequate review and approval, timely delivery including verification procedures, and proper storage.
- c. **Quality Assurance.** Action shall be taken to ensure that only materials and equipment that comply with contract requirements are purchased and delivered to the job site, unless specific deviations are approved. All proposed deviations from contract requirements shall be submitted in writing to the Contracting Officer or Contracting Officer's Representative for approval.
- d. **Selection and Control.** The Contractor shall review the contract requirements and determine those submittals needed to assure compliance. Within five days after receipt of the notice to proceed, unless otherwise directed, the Contractor shall submit to the Contracting Officer or Contracting Officer's Representative for review and approval, in duplicate, a submittal control document (ENG Form 4288) listing and scheduling all submittal items required by the contract. ENG Form 4288 (see Section 00900) will be furnished to the Contractor. The contractor shall review and revise the submittal control document at each progress schedule update and shall furnish any revised documents to the Contracting Officer or Contracting

Officer's Representative.

- e. **Government Approved Submittals.** When submittals are required to be approved by the Contracting Officer or Contracting Officer's Representative, adequate time shall be allowed for review and approval. Approval action by the Government will not relieve the Contractor of his responsibility for compliance with the contract.

4. QUALITY CONTROL (QC) PROGRAM. The Contractor's QC program shall include the following three phases of control and management for each definable feature of the work. The Contractor's QC Manager shall notify the contracting officer or contracting officer's representative at least 24 hours in advance of any activities to be accomplished under the first two phases of this program.

- a. **Preparatory.** This control phase shall be performed before beginning work on each definable feature of work. It shall include a review of contract requirements to assure compliance.
- b. **Initial.** This phase of control shall be accomplished at the time of arrival to the placement area or of dredging personnel on site to accomplish a definable feature of work, and shall be repeated at any time when new workers or crews arrive for assignment to the project. The contractor's QC program shall be as such to permit the transfer of information of quality requirements specified in this contract to each worker so that the specified quality of work will be provided and consistent production of high quality of work will be encouraged. It is during this phase that control testing shall be undertaken and verified.
- c. **Follow-up.** The follow-up phase shall be performed continuously to verify that control procedures are providing an end product, which complies with contract requirements.

5. COMPLETION. At the completion of the work, the Contractor's QC manager shall conduct a joint completion review with the Contracting Officer or Contracting Officer's Representative. During this review, the work shall be examined, quality control shall be reviewed, and a list prepared for work items not conforming to the plans and specifications. This list shall be included in the submittal control document with an estimated date for correction of each deficiency. The Contractor shall assure that deficiencies have been corrected prior to the scheduled completion dates. Payment will be withheld for defective or deficient features until they are satisfactorily corrected except as otherwise specified in the contract clause: "INSPECTION OF CONSTRUCTION."

6. QUALITY CONTROL (QC) DOCUMENTATION. The Contractor shall maintain current records on approved forms, samples of which are attached (Section 00900-C, -G, -I, and -K), of quality control operations, activities, and any required tests. These records shall include factual evidence that the required activities have been performed, and shall include both conforming and defective or deficient features. The records shall also include a statement that materials and equipment used in the work comply with the contract except for approved deviations. Legible copies of these records shall be furnished to the Contracting Officer or Contracting Officer's Representative

on a weekly basis.

7. MEASUREMENT AND PAYMENT. No separate payment will be made for any work under this section and all costs in connection therewith shall be included in the cost for all the bid items.

END OF SECTION 01451