



REPLY TO
ATTENTION OF

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

Contracts Branch
Contracting Division

SUBJECT: Central Contractor Registration

TO ALL PROSPECTIVE CONTRACTORS:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Ella D. Snell".

Ella D. Snell
Contracting Officer

CENTRAL CONTRACTOR REGISTRATION

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

1(800) 334-3414

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

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

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

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

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

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

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



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

THIS IS AN UNRESTRICTED PROCUREMENT AISC CODE 237990

**REVETMENT CONSTRUCTION
AND JETTY REHABILITATION
PLUM ISLAND
SUFFOLK COUNTY, NEW YORK**

Solicitations &
Specifications

RFP No. W912DS-04-R-0016

RFP NO. W912DS-04-R-0016

NEW YORK DISTRICT
CORPS OF ENGINEERS
NEW YORK, NEW YORK 10278-0090
INVITATION FOR RFP
FOR
REVTMENT CONSTRUCTION AND JETTY REHABILITATION
PLUM ISLAND, SUFFOLK COUNTY NEW YORK

1. Attached is RFP NO. W912DS-04-R-0016
2. RFP'S MUST SET FORTH full, accurate, and complete information as required by this Invitation for RFP, including attachments. The penalty for making false statements in bids is prescribed in Title 18, United States Code, Section 1001.
3. SUBMISSION OF RFPS: Complete details concerning proper submission of bids are contained in the INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS (Section 00100).
4. Note the REQUIREMENT FOR AFFIRMATIVE ACTION of the EQUAL OPPORTUNITY clause as it applies to the contract resulting from this solicitation. (See paragraph NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPURTUNITY in Section 00100 of this IFB.)
5. REPRESENTATIONS AND CERTIFICATIONS- SECTION 00600
Bidders and Offerors are required to complete the REPRESENTATIONS AND CERTIFICATIONS and submit them with their bids.
6. THIS IS A CIVIL WORKS PROGRAM PROCUREMENT AND IS NOT FUNDED BY THE DEPARTMENT OF DEFENSE. BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAY 1993) IN ACCORDANCE WITH FAR 52.225-5 APPLIES.
7. THIS PROJECT IS UNRESTRICTED.

COVER SHEET

W912DS-04-R-0016

REVETMENT CONSTRUCTION AND JETTY REHABILITATION

PLUM ISLAND, SUFFOLK COUNTY, NEW YORK

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| | | | | |
|---|---|--|-------------------------------|--------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. W912DS-04-R-0016 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 05-Aug-2004 | PAGE OF PAGES 1 OF 57 |
| | IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | |

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

| | | |
|-----------------|---|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. W16ROE-4132-8995 | 6. PROJECT NO. |
|-----------------|---|----------------|

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

| | | |
|--------------------------|---------------------------|---|
| 9. FOR INFORMATION CALL: | A. NAME SCOTT M HELMER | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 212-264-9118 |
|--------------------------|---------------------------|---|

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):

Revetment Construction and Jetty Rehabilitation, Plum Island, Suffolk County, New York.

THIS PROJECT IS UNRESTRICTED. FAR 52.219-4. Notice of Price Evaluation Preference for HUBZone Small Business Concerns is included. NAICS CODE is 237990 with a Small Business Size Standard of \$28,500,000.00.

A site visit will be held on 12 August 2004. All prospective offerors must submit their company name, address, telephone number and the full name, date of birth, social security number and citizenship status of each employee they wish to attend the site visit by 11:00 AM on 10 August 2004 via e-mail to scott.m.helmer@usace.army.mil.

CONTRACT SPECIALIST: Scott Helmer (212) 264-9118
PROJECT ENGINEER: Stanley Michalowski (212) 264-9030

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

11. The Contractor shall begin performance within 10 calendar days and complete it within 180 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

| | |
|--|--------------------------|
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS 10 |
|--|--------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 07 Sep 2004 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

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

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

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

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

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

| | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| AMENDMENT NO. | | | | | | | | | | |
| DATE | | | | | | | | | | |

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

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

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

| | | | |
|---------------------|------|------------------------------|------|
| 26. ADMINISTERED BY | CODE | 27. PAYMENT WILL BE MADE BY: | CODE |
|---------------------|------|------------------------------|------|

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

| | |
|--|--|
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
|--|--|

| | | | |
|---|---|----------------------------------|-----------------|
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <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

OFFEROR'S CHECKLIST

US ARMY ENGINEER DISTRICT, NEW YORK

RFP NO.W912DS-04-R-0016

CHECK LIST FOR SUBMITTERS

ATTACHED IS RFP NO. W912DS-04-R-0016
Revetment Construction and Jetty Rehabilitation
Plum Island, 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 OFFER 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
OFFER AS ON THE BID BOND?

 IS YOUR BID BOND INCLUDED WITH YOUR PROPOSAL? (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 OFFER, ARE THEY INITIALED BY THE PERSON SIGNING THE OFFER?

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

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

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

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

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0001 | MOBILIZATION & DEMOBILIZATION FFP FOR JETTY REHABILITATION & REVETMENT CONSTRUCTION PURCHASE REQUEST NUMBER: W16ROE-4132-8995 | 1 | Lump Sum | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002 | TRANSPORT, CLASSIFY, BREAK AND STOCKPILE FFP ON SITE EXISTING STONE FROM STAGING AREA | 18,630 | Ton | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0003 | PLACE SORTED, CLASSIFIED AND STOCKPILED FFP STONE FOR REVETMENT | 11,370 | Ton | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0004 | PLACE SORTED, CLASSIFIED AND STOCKPILED FFP 3 TO 6 TON ARMOR STONE AS CAPPING ON EXISTING JETTIES | 7,260 | Ton | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------------|------------|--------|
| 0005 | PROVIDE AND PLANT BEACH GRASS FFP ON BLUFF SLOPE | 3,460 | Square Foot | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|---------------|------------|--------|
| 0006 | REMOVE AND DISPOSE OF DEBRIS ON BEACH FFP AND OLD CABLE SIGN PILES AND REMAINING STRUCTURE AND CONCRETE PAD FOR SEARCH LIGHT | 200 | Cubic Yard | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------------|------------|--------|
| 0007 | | 21,250 | Square Foot | | |
| | PROVIDE AND PLACE GEOTEXTILE FABRIC FFP | | | _____ | |
| | | | | | _____ |
| | | | | NET AMT | |

FOB: Destination

TOTAL BID
TOTAL BID (CLINS 0001-0007) \$ _____

Note:

All quantities of stone are estimated using a stone density of 175 pounds per cubic foot.

Section 00100 - Bidding Schedule/Instructions to Bidders

SECTION 00110

SECTION 00110

SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1.0 NOTICE TO OFFERORS

1.1 Acquisition

This Request for Proposal is for the Revetment Construction, and Jetty Rehabilitation, Plum Island, Suffolk County, New York. The method of acquisition for this procurement is Best Value, Lowest Priced-Technically Acceptable (LPTA) in accordance with Federal Acquisition Regulation (FAR) Subpart 15.101-2. This project is being solicited as unrestricted with a price evaluation preference for HUBZone small business concerns in accordance with FAR Contract Clause 52.219-4. The resultant contract will be Firm-Fixed Price (FFP).

1.2 Who May Submit

Any legally organized Offeror may submit a proposal. All offerors must be CCR (Central Contractor Registry) registered prior to the Offer due date.

1.3 Page Limit and Size of Printed Materials

In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information sufficiently detailed to clearly address submission requirements as outlined below. The written portion of the proposal (Volume I - Technical Proposal), however, shall not exceed 40 pages. This does not include drawings or other graphics and dividers, or Volume II - Cost Proposal. A page printed on two sides will be counted as two pages. Any pages over 40 will not be evaluated. Pages containing text shall be submitted on 8-1/2 x 11 inch paper. Each page shall be minimally single spaced with a minimum 12-point font and one inch margins all around.

2.0 PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

2.1 Proposal Requirements and Submission

The proposals sought by this solicitation shall contain two separate volumes:

Volume I - Technical Proposal

Volume II - Price Proposal

Do not submit any material not required by this solicitation (such as company or system brochures). Offerors must meet all technical portions (design/construction criteria) of the RFP. The fact that section 01010 and the drawings are not required to be submitted and evaluated does not relieve the offerors from meeting all technical, or other requirements of the RFP.

2.2 Where to Submit

Offerors shall submit their proposal packages to the United States Army Corps of Engineers (USACE) at the address shown in Block 8 of Standard Form 1442.

2.3 Submission Deadline

The USACE must receive proposals not later than the time and date specified in Block 13 of Standard Form 1442.

2.4 Incurring Costs

The Government is not liable for any costs incurred by the Offeror submitting an offer in response to this solicitation.

2.5 Format Requirements

All proposals shall contain the volume number and the name, address and telephone number of the Prime Contractor on the cover. The original proposal must be clearly marked as "ORIGINAL" and the original signatures must be in blue ink. Copies of the proposals must be clearly marked as "Copy x of y (i.e. COPY 1 of 5)". Proposal clarity and material organization in each volume are mandatory. No material shall be incorporated by reference. Each proposal should include no more than forty (40) pages. Dividers are not included in page count.

Each volume will be submitted separately bound. The proposal shall address and contain the information listed below. The information will be used by the Source Selection Board to evaluate each proposal. Offerors are advised that conciseness and relevance of the proposal is important and unrelated information will not be evaluated. Proposals that provide only superficial coverage of the information required below, may not receive additional consideration and may be excluded from the competitive range. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be "unacceptable" and thus ineligible for award.

3.0 VOLUME I - TECHNICAL PROPOSAL

The technical proposal shall be submitted in one three-ring binder with tabbed dividers separating the main sections with a detailed Table of Contents and List of Appendixes, labeled "Volume I - Technical Proposal". The sections shall parallel the submission requirements identified below. Provide five copies of bound material (folded and bound in Volume I).

3.1 Introduction (SHALL NOT BE EVALUATED)

The introduction shall include the following information:

- a. Name and address of organization.
- b. Location of the principal office.
- c. The type of organization (corporation, partnership, joint venture).
- d. The number of years the Offeror's organization has been in business.
- e. The number of years the Offeror's organization has been in business under its present business name.
- f. Other or former names the Offeror's organization operated under, and during which calendar years the organization operated under these other or former names.

3.1.1 If a corporation, provide the date of incorporation, state of incorporation, names and addresses of principal offices of the corporations, and state if the corporation is publicly held.

3.1.2 If a partnership, provide the date of organization, the type of partnership (general or limited), and names and addresses of all partners.

3.1.3 If a joint venture, provide the information contained above, for each element of the joint venture as may be appropriate.

3.2 Factor 1 - Past Relevant Experience of Offeror

The Offeror as a Team will demonstrate past experience by providing recent and relevant construction experience.

Construction Experience

- o Not less than one (1) but no more than four (4) examples of physically completed projects within the last seven (7) years which are similar in scope (jetty rehabilitation or revetment construction),

magnitude (project cost greater than \$500,000.00) and complexity (work performed in bodies of water with varying conditions). Physical completion is defined as the date the facility was turned over to owner. Projects of a similar nature may include but are not limited to the following: jetty rehabilitation and revetment construction.. Past experience may include information regarding predecessor companies, company's key personnel, and/or subcontractors that will perform major critical aspects of the project.

No more than four (4) total fact sheets shall be submitted.

Information shall be provided on the form found in Paragraph 6.0, Relevant Project Information Sheet that includes the following:

- a. Company/firm name.
- b. Project name.
- c. Project location.
- d. Project size (square footage).
- e. Project relevance (jetty rehabilitation, revetment construction, etc.)..
- f. Role (i.e. prime, joint venture, subcontractor) and work company/firm self-performed on project.
- g. Project award amount and completion amount.
- h. Project original contract duration and completion date and project final contract duration and completion date.
- i. Client/agency (if Government give contract number and name of Contracting Officer) and point of contact, phone number, and address for information on the role the Offeror had in the project.
- j. Designer of record.
- k. Construction contractor and subcontractor(s).
- l. Contractor's Project Manager, Contractor's Quality Control Manager, Superintendent and Safety Manager.

3.3 Factor 2 - Past Performance of Offeror

Provide performance and evaluation information on the provided Past Performance Customer Questionnaire for projects submitted under Factor 1. The Offeror shall provide an explanation if the performance is less than satisfactory. Offeror shall request Past Performance Customer Questionnaires, found in Paragraph 6.0, Past Performance Customer Questionnaire, to be filled out and returned directly to the USACE at the address shown in Block 8 of Standard Form 1442. Questionnaires should be received by the USACE by the proposal submission deadline in order to be considered. The offeror shall provide a copy of the front page of all Past Performance Customer Questionnaires in the technical proposal that were sent to clients as proof that the questionnaires were requested. Formal performance evaluations are those that are similar to the Corps of Engineers Construction Performance Evaluation Form DD 2626, or the submission of the DD 2626 or similar for Government projects. The Government reserves the right to verify previous performance by reviewing the USACE Construction Contractor Appraisal Support System (CCASS), or to interview owner or references. Provide information and an explanation for terminated design or construction projects where any of the Offeror's Team members were involved with the project at the time of the termination. In the event a Final Revised Proposal is requested, and the Offeror wishes to submit different examples from what was submitted in the original proposal, an attempt shall be made by the Offeror to provide performance and evaluation information on the provided Past Performance Customer Questionnaire for the new projects submitted. Consideration will be given for the potential short turnaround for receipt of the questionnaires by the USACE when a Final Revised Proposal is requested.

3.4 Factor 3 - Performance Schedule

The offeror shall provide a concept schedule of construction depicting start and completion dates, concurrent work, interdependence of activities and other relative scheduling factors of items of work within the required performance period.

3.5 Factor 4 – Team Resources, Management and Personnel

The offeror shall provide information on the key personnel that they propose to use on the project. At a minimum the offeror should provide information for **Contractor’s Project Manager, Contractor's Quality Control Manager, Superintendent, and Safety Manager**. The offeror should also provide a statement with the description and number of personnel that they plan to use for this project.

Information shall be provided on the form found in Section 00110 Paragraph 7.0, Key Personnel Resume Form, which includes the following:

Name: _____

Title: _____

Number of Years: With this firm _____ With other firms _____

Number of Years in this position or role: _____

Specialization: _____

Experience and Qualifications Relevant to this Project: _____

Listed below are the requirements for the mandatory key personnel:

Contractor's Project Manager: (Overall Manager of the Project)

- (1) Performs all project management duties of the project.
- (2) Serves as the Government’s sole point of contact in all matters relating to work including, but not limited to, contract compliance, progress of work, overall project scheduling, financial matters, and change orders.
- (3) Attends all job meetings.
- (4) On site a minimum of 30% of the time.
- (5) The Overall Project Manager shall have a minimum of five years of project management experience on construction projects of comparable complexity, scope and cost.

Contractor's Quality Control Manager (CQC): (Manager of Field and Office Quality Control Personnel)

- (1) Performs all quality control management duties required of the Contractor.
- (2) Serves as the Governments' primary point of contact in all matters relating to the quality of the work including, but not limited to, contract compliance and testing procedures.

(3) The Contractor shall identify the CQC System Manager as an individual within his organization that is completely responsible for all Quality Issues and shall perform overall management of CQC system and have the authority to act in all CQC matters for the Contractor. This person shall be on site during critical construction activities. This person shall be directly employed by the prime contractor (not a subcontractor) and shall have complete authority in all aspects of Quality Control. The prime contractor shall provide a letter to designate the duties and responsibilities of this person.

(4) Attends all job meetings.

(5) Reports all deficiencies to the Government and the Contractor's Project Manager for correction.

(6) Works directly under and is responsible to the Project Manager.

Superintendent:(Overall Field Manager Responsible for Construction)

(1) Performs all superintendent duties required of the Contractor.

(2) Serves as the Government's on site point of contact in all matters relating to the work including, but not limited to, scheduling of work, and testing.

(3) Attends all job meetings.

(4) On site at all time during all construction activities.

(5) Serves under and reports directly to the Contractor's Project Manager.

(6) The On-Site Construction Superintendent shall have a minimum of 5 years construction experience on projects of comparable complexity, scope and cost.

Safety Manager: (Principal in Charge of Enforcing Safety Codes for the Project)

(1) Performs all safety management duties required of the Contractor.

(2) Serves as the Governments' sole point of contact for all matters relating to safety.

(3) Continually enforces and implements the safety requirements of the contract including the Accident Prevention Plan.

(4) On site at all times during construction work.

(5) Works under and reports to the Contractor's Project Manager.

4.0 VOLUME II - PRICE PROPOSAL

The price proposal shall be submitted in a separate binder labeled "Volume II - Price Proposal". The sections shall parallel the submission requirements identified in the bid schedule. Provide five copies of bound written material (folded and bound in Volume II).

5.0 RELEVANT PROJECT INFORMATION SHEET

PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE

Company/Firm Name: _____

Project Name: _____

Project Location: _____

Project Size : _____

Project Relevance (i.e. revetment, jetty, etc.): _____

Role (i.e. prime, joint venture, subcontractor) and work Company/Firm self-performed on this project:

Project Award Amount: _____ Project Completion Amount: _____

Project Original Contract Duration and Completion Date: _____

Project Final Contract Duration and Completion Date: _____

Client/Agency Point of Contact, Phone Number and Address (if Government, give contract number and name of Contracting Officer): _____

Contractors Project Manager: _____

On-Site Construction Superintendent: _____

Quality Control Manager: _____

6.0 PAST PERFORMANCE CUSTOMER QUESTIONNAIRE

The Offeror/Contractor listed is being considered in a Source Selection by the US Army Corps of Engineers, New York District. This is a request for past performance information on a project the Offeror has identified as being relevant to this solicitation. This information will be used in the evaluation of the Offeror's performance of that project. The following information, once submitted, will be treated as confidential and will not be released. This information will only be used to evaluate this Offeror for this solicitation. Please complete the following questionnaire utilizing the following guidance:

- a. Handwritten responses are sufficient.
- b. Circle a rating as listed below and provide a brief supporting narrative for your area of administrative responsibility. In the event of any unsatisfactory performance, please describe the cause and corrective actions, and any other pertinent information relative to the contractor's inadequate performance.
- c. The assessment questions contained in this questionnaire shall be rated pursuant to the following definitions:

Exceptional (E) - Indicates the contractor's performance exceeded the contractual requirements.

Satisfactory (S) - Indicates there were no major problems that were not quickly and effectively solved by the contractor, and the contractor was meeting all contractual requirements.

Marginal (M) - Indicates the area of evaluation contained major problems that were not effectively solved by the contractor. The contractor met basic contract requirements with assistance from the customer. Please include any written documentation supporting this rating.

Unsatisfactory (U) - Indicates a serious problem existed on the part of the contractor that precluded the contractor from meeting the contractual requirement(s). Please include any written documentation supporting this rating.

N/A - Not applicable or observed.

- d. Please return the completed forms to the US Army Corps of Engineers, New York District at the following mailing address or via fax at (212) 264-3013:

US Army Corps of Engineers, New York District
Room 1843
Attn: Scott Helmer
Jacob K. Javits Federal Building
26 Federal Plaza
New York, NY 10278-0090

PAST PERFORMANCE CUSTOMER QUESTIONNAIRE

PROJECT: W912DS-04-R-0016 – REVETMENT CONSTRUCTION AND JETTY REHABILITATION, PLUM ISLAND, SUFFOLK COUNTY, NEW YORK.

“The U.S. Army Corps of Engineers, New York District, is interested in your assessment of the name company’s “past performance”. Past performance refers to the company’s record of conforming to contract requirements and to standards of good workmanship; the company’s record of forecasting and controlling costs; the company’s adherence to contract schedules including administrative aspects of performance; the company’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and the company’s general business-like concern for the interest of the customer. These questions relate to work performed by:

Contractor under review: (Insert Company Name)
Name and Location of Project:

Respondent Identification:

- Name
- Date
- Company/Organization
- Position/Job Title
- Telephone Number

Questionnaire:

1. Is the information provided by the contractor on the attached Project Fact Sheet accurate and correct to the best of your knowledge? Yes () No ()

2. What type of work did the contractor perform?

3. How would you rate the contractor's overall performance?

E S M U N/A

4. How would you rate the contractor's overall corporate management, integrity, reasonableness, and cooperative conduct?

E S M U N/A

5. How would you rate the contractor's quality control program and performance on delivery of quality work?

E S M U N/A

6. How effective was the contractor in meeting completion requirements including punch list items and warranty work?

E S M U N/A

7. How efficient and timely were the services performed (compliance with the schedules of completion)?

E S M U N/A

8. Please circle the statement that best describes your feelings with regard to the contractor.

- a. They were an outstanding contractor in every respect. Problems were solved in a spirit of teamwork. Quality work, timely actions, and complete documentation were routinely achieved. We would pay a premium price to contract with them again.
 - b. They were an above average contractor to whom we would not hesitate to award to again. Problems encountered were minor and solutions were found with little difficulty.
 - c. They were an average contractor meeting the minimum requirements of the contract. Performance deficiencies improved when identified by the client/agency.
 - d. They were a below average contractor. Numerous problems developed that were a result of their lack of cooperation and failure to perform as required. An aggressive inspection program was required to ensure compliance.
 - e. They were a poor contractor who we would not want again under any circumstances. We would have been within our rights to terminate them for default.
 - f. None of the above. Please provide your statement. _____
-
-

9. Was the contractor given any of the following (or anything of a similar nature)?

Cure Notice: Yes No

Show Cause Notice: Yes No

Termination for Default: Yes No

10. If there are any additional comments, information, etc. that you would like to add to the survey that does not fall into any of the above categories, please indicate below:

Return to:

U.S. Army Corps of Engineers, New York District
Attn: Contracting Division (Scott Helmer)
Jacob K. Javits Federal Building
26 Federal Plaza, Room 1843
New York, N.Y. 10278-0090
212-264-9118
212-264-3013 (Fax)

7.0 KEY PERSONNEL RESUME FORM

Name: _____

Title: _____

Number of Years: With this firm _____ With other firms _____

Number of Years in this position or role: _____

Specialization: _____

Experience and Qualifications Relevant to this Project: _____

SECTION 00120

SECTION 00120

PROPOSAL EVALUATION AND CONTRACT AWARD

1.0 TECHNICAL/QUALITY EVALUATION AND GENERAL RATING SYSTEM

1.1 Definitions

1.1.1 A "weakness" is a flaw in the proposal that increases the risk of unsuccessful contract performance.

1.1.2 A "significant weakness" is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

1.1.3 A deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

1.1.4 A deviation occurs when a proposal takes exception to, implies or specifically offers something below or above the specified criteria. The Offeror may or may not have called the deviation to the attention of the Government. A deviation that is below, or does not meet, the specified criteria is a deficiency. Evaluators must identify deviations.

1.1.5 Clarification is a limited exchange with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal or to address adverse past performance not previously addressed with the Offeror. Clarifications do not give an Offeror the opportunity to revise or modify its proposal and are used, as necessary, when not opening discussions.

1.1.6 Communications are a limited exchange with an Offeror used to assist in determinations of the competitive range. Communications are limited to enhancing Government understanding of proposals and addressing adverse past performance information not previously addressed if said information is the determining factor preventing an Offeror from being included in the competitive range. Such communications shall not be used to cure proposal deficiencies or material omissions, or otherwise revise the proposal.

1.1.7 Discussions offer the opportunity to resolve deficiencies or weaknesses in the proposals, based on the requirement and the evaluations factors set forth in the solicitation. If the Source Selection Evaluation Board (SSEB) determines it is necessary to open discussions, they must discuss with all Offerors in the competitive range. Offerors have the opportunity to revise their proposals at the conclusion of discussions.

1.2 Quality Evaluation and Scoring System(s)

1.2.1 The SSEB will perform an in-depth review of the proposals. The SSEB will rate each evaluation factor and sub-factor for each proposal against the specified evaluation criteria in the Request for Proposal (RFP). The evaluation committee will not compare proposals against each other.

1.2.2 The evaluation factors are listed below. All factors will be rated in accordance with the rating sheet prepared by the SSEB. The Offerors shall submit, with their proposal, sufficient material to permit evaluation of the criteria listed below. Submission requirements are described in Section 00110, Submission Requirements and Instructions.

1.2.2.1 Proposal Submission: The proposal shall meet the submission and format requirements.

1.2.2.2 Volume I - Technical Proposal :

Introduction: The Offeror shall provide information on the organization with respect to name, type of organization, principal office location, number of years in business, and former names that the organization has operated under and Primary subcontractors and their role in the project.

Deviations to the concept plans and minimums set in specification section 01010 are not allowed unless prior approval is granted by government.

Do not submit any material not required by this solicitation (such as company or system brochures). It is assumed that the offerors will meet all technical portions of the RFP. The fact that section 01010 and the drawings are not evaluated factors during solicitation does not relieve the offerors from meeting all technical, or other, requirements of the RFP.

Factor 1 - Past Experience of Offeror: The Offeror shall demonstrate past experience by providing recent and relevant construction experience.

- Construction Experience

- o Not less than one (1) but no more than four (4) examples of physically completed projects within the last seven (7) years which are similar in scope (jetty rehabilitation or revetment construction), magnitude (project cost greater than \$500,000.00) and complexity (work performed in bodies of water with varying conditions). Physical completion is defined as the date the facility was turned over to owner. Projects of a similar nature may include but are not limited to the following: jetty rehabilitation and revetment construction.. Past experience may include information regarding predecessor companies, company's key personnel, and/or subcontractors that will perform major critical aspects of the project.

Factor 2 - Past Performance of Offeror: The Offeror shall demonstrate at a minimum satisfactory performance and evaluation information, including timely completion of punch list and warranty work, for the projects submitted. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will be rated neutral for this factor.

Factor 3 - Performance Schedule: The offeror shall provide a schedule of construction depicting start and completion dates, concurrent work, interdependence of activities and other relative scheduling factors of items of work, within the required performance period.

Factor 4 – The offeror shall provide information on the key personnel that they propose to use on the project. At a minimum the offeror should provide information for Contractor's Project Manager, Contractor's Quality Control Manager, Superintendent, and Safety Manager.

1.2.2.3 Volume II - Price Proposal: The price proposal shall parallel the submission requirements identified in the bid schedule.

1.2.3 Evaluation of the Technical Proposal (Volume I) will be conducted using GO - NO GO ratings. Definitions of rating guidelines are as follows:

For Factors 1,3, and 4 the following apply:

| <u>Rating</u> | <u>Definition</u> |
|---------------|--|
| GO | Meets evaluation standards and presents low risk to the government. |
| NO GO | Fails to meet evaluation standards and presents an unacceptably high risk to the government. |

For Factor 2 the following apply:

| <u>Rating</u> | <u>Definition</u> |
|---------------|--|
| GO | Meets evaluation standards and presents low risk to the government. |
| NEUTRAL | The offeror has no past performance history or no past performance is available. |
| NO GO | Fails to meet evaluation standards and presents an unacceptably high risk to the government. |

2.0 AWARD OF CONTRACT

2.1 The responsive and responsible Offeror with the lowest price that has been rated technically acceptable shall be awarded the contract. To be rated technically acceptable an offeror must receive a GO for factors 1,3, and 4. The offeror must also be rated either GO or NEUTRAL for Factor 2.

2.1 Price will be evaluated for adequacy and reasonableness and will include price evaluation preference for HUBZone small business concerns in accordance with FAR Contract Clause 52.219-4.

2.2 The Government intends to award a contract without discussions with Offerors, however, the government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

procurement contract; or

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

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

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

(End of clause)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department

regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

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

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

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

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Chief, Contracting Division
U.S. Army Corps of Engineers
26 Federal Plaza, Room 1843
New York, NY 10278-0090

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where

the work will be performed.

(b)

A site visit will be held on 12 August 2004. All prospective offerors must submit their company name, address, telephone number and the full name, date of birth, social security number and citizenship status of each employee they wish to attend the site visit by 11:00 AM on 10 August 2004 via e-mail to scott.m.helmer@usace.army.mil. Further instructions will be provided to those firms who respond with requested information. Any questions that a contractor has after site visit should be sent to the above e-mail.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

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

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will

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

<http://farsite.hil.af.mil/>
<http://www.arnet.gov/far>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hil.af.mil/>
<http://www.arnet.gov/far>

(End of clause)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other _____

(f) Common parent.

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

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(End of provision)

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

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

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

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the

Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

| Place of Performance(Street Address, City, State, County, Zip Code) | Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent |
|---|---|
| | |

(End of provision)

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

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

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

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

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

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

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

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

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

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

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

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

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

____ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

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

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 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.

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

The offeror represents that --

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of clause)

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

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

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

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

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

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

() is () is not a minority institution.

(End of provision)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.202-1 | Definitions | JUN 2004 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2003 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | SEP 2000 |
| 52.222-6 | Davis Bacon Act | FEB 1995 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | FEB 1988 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | FEB 1988 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 1999 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.225-12 | Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements | JAN 2004 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | DEC 2003 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |

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|--------------------|--|----------|
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | SEP 2002 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-27 | Prompt Payment for Construction Contracts | OCT 2003 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-16 | Quantity Surveys | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | AUG 1987 |
| 52.245-3 | Identification of Government-Furnished Property | APR 1984 |
| 52.245-4 | Government-Furnished Property (Short Form) | JUN 2003 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I | SEP 1996 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | MAR 1999 |
| 252.203-7002 | Display Of DOD Hotline Poster | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Required Central Contractor Registration Alternate A | NOV 2003 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7000 | Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty | NOV 1995 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.219-7011 | Notification to Delay Performance | JUN 1998 |
| 252.225-7012 | Preference For Certain Domestic Commodities | JUN 2004 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.236-7002 | Obstruction of Navigable Waterways | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |

252.247-7024 Notification Of Transportation Of Supplies By Sea MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **180** calendar days after the date the Contractor receives the notice to proceed . The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,385.00 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)

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

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

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

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

- (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

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

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

___ Offeror elects to waive the evaluation preference.

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

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

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

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

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

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 5.8% | 6.9% |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female

employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Suffolk County, New York**.

(End of provision)

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

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

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

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

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

None.

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

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

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

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

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of

such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-15 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)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall

either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted,

the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

| <u>CONTRACT DRAWING NO.</u> | <u>DESCRIPTION</u> | <u>DATE</u> |
|-----------------------------|--|--------------|
| Sheets 1 thru 4 | Revetment Construction Jetty Rehabilitation, Plum Island, NY Contract Plans. | 23 June 2004 |

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 40 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

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

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY |
|---------------------|------------------------|----------|
|---------------------|------------------------|----------|

TOTAL _____

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

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

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

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

(End of clause)

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

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SECTION 00800 (SECTION H)

SPECIAL CONTRACT REQUIREMENTS

**H-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (1965
APRIL OCE)**

a. The Contractor will be required to commence work under this contract within 10 calendar days after the date of receipt by him of notice to proceed, to prosecute said work diligently and to complete the jetty/revetment rehabilitation/reconstruction ready for use not later than **180** calendar days after the date of receipt by him of notice to proceed. The time stated for completion shall include final clean-up of the premises. (EFARS 52.2/9110 (a)).

b. The work is estimated to cost between \$500,000.00 and \$1,000,000.00.

c. Location: The work described within these specifications involves the construction of a revetment and the rehabilitation of existing jetties at the Department of Homeland Security Animal Research Center on Plum Island, Suffolk County, New York.

d. The Contractor shall furnish all labor, materials, equipment and services (except for those furnished by the Government) for the construction of the revetment and the rehabilitation of the jetties as shown on the contract drawings.

e. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction, and instructions.

H-2. 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 twenty (20) 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, 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)

H-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 of the contract a list of 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 the Special Contract Requirement entitled, H-2 "PERFORMANCE OF WORK BY THE CONTRACTOR".

H-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 \$1,385.00 for each calendar day of delay until the work is completed or accepted.
- b. In the event the contract is terminated for default, 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.

H-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 of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings;
and

(2) The Contractor shall follow figures marked on drawings
in preference to scale measurements.

(d) Omissions from the drawings or specifications or the
misdescription of details of work that are manifestly necessary to
carry out the intent of the drawings and specifications, or that
are customarily performed, shall not relieve the Contractor from
performing such omitted or misdescribed details of the work. The
Contractor shall perform such details as if fully and correctly set
forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the
contract drawings identified on the following index of drawings:

| <u>CONTRACT DRAWING NO.</u> | <u>DESCRIPTION</u> | <u>DATE</u> |
|-----------------------------|--|-----------------|
| 1 thru 4 | REVTMENT CONSTRUCTION AND JETTY REHABILITATION PLUM ISLAND, NY Contract Plans | 30 July 2004 |

H-6. PHYSICAL CONDITIONS (EFARS 52.236-4) (APR 1984)

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

a. WEATHER CONDITIONS. The site of the work is exposed to severe
wind and wave action and the Contractor's operations are
likely to be affected by ordinary storms.

(1) Fog. An examination of the records of weather data
shown in the US Coast Pilot 2, NOAA, NOS near Block
Island discloses an average of 25 days per year on which
dense fog (visibility of 1/4 mile or less) occurs in the
this area.

(2) Winds.

Monthly Wind Speed, Visibility near Plum Island and Vicinity

| | Mean Wind Speed (knots) | Max. Wind Speed (knots) | Visibility<0.25 miles (days) |
|-----|----------------------------|----------------------------|---------------------------------|
| Jan | 9.8 | 40 | 2 |
| Feb | 10.1 | 40 | 2 |
| Mar | 10.6 | 52 | 2 |
| Apr | 10.6 | 44 | 2 |
| May | 9.5 | 37 | 2 |
| Jun | 8.7 | 35 | 2 |
| Jul | 8.2 | 30 | 2 |
| Aug | 8.1 | 78 | 1 |
| Sep | 8.2 | 50 | 2 |
| Oct | 8.3 | 36 | 3 |
| Nov | 9.1 | 45 | 2 |
| Dec | 9.5 | 42 | 2 |

Notes:

1. Weather data shown are based on US Coast Pilot 2, NOAA, NOS near Block Island Sound. Use for reference only;
2. Average 25 days/year with dense fog (Visibility <0.25 miles).

Weather conditions exceeding in severity the conditions described above or average wind speeds over 30 miles per hour (26 kts) will be considered unusually severe weather if delays are caused thereby to operations under the contract.

(3) ICE. Severe icing within the project vicinity is not anticipated. However, in the event that severe icing does occur, this will be considered to be unusually severe weather.

(4) TIDES. The mean range of tides, mean range of spring tides, and irregular fluctuations due to wind and atmospheric pressure for each of the work areas are shown in the table below:

| Location | Mean Tide Range (ft) | Mean Range of Spring Tides (ft) | Extreme Storm Tide (MLW) | |
|-------------|----------------------|---------------------------------|--------------------------|----------|
| | | | High (ft) | Low (ft) |
| Plum Island | 2.9 | 3.5 | 8.3 | N/A |

b. PLUM GUT TRAFFIC AND TRANSPORTATION FACILITIES. Vessel traffic consists primarily of small and large pleasure craft, commercial fishing vessels and occasional tugboats. Transportation from Orient Point to Plum Island is performed by ferry boats owned by DHS for their employees.

c. UTILITY CROSSINGS. There are two NYNEX cables from the Long Island mainland that come on shore near the proposed revetment work and are shown on the contract drawings. The Contractor must provide adequate protection to the lines when moving equipment over or near the lines. There are numerous underground cables on the island with road crossing (dirt or paved). Three cable/utility lines locations have been noted on the plans as requiring protection (placement of a steel plate) during operations.

d. OBSTRUCTION OF HARBOR. The Government will not undertake to keep the harbor 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.

e. 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 the jetty rehabilitation 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 the jetty rehabilitation.

f. BRIDGE-TO-BRIDGE RADIO TELEPHONE EQUIPMENT. In order that radio telephone communication may be made with passing vessels, all plant 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.

g. TRANSPORTATION FACILITIES. Plum Island is located is located off the northern fork of the eastern end of Long Island, in the Town of Southold and is approximately 140 miles by water from the Battery, New York City.

(1) Condition of Channel and Anchorage. A drawing, dated October 2000, found in the plans shows the most recent information available as to the depth of water between the jetties.

(2) Railroads. The Long Island Railroad serves the general locality of the proposed work, with Greenport being the nearest train station. The Contractor shall make all arrangements at his expense for use of sidings necessary for the delivery of materials, equipment, supplies, and other facilities required for completion of this work.

(3) Highways and Roads. Access to Plum Island is available by Ferry which leaves from the DHS ferry slip located in Orient Point on Route 25. Access to the site is extremely limited and controlled by DHS. The Contractor shall make his own investigation of available roads for transportation, of load limits for roads and bridges, and other road conditions affecting the transportation of equipment, supplies and other facilities to the DHS ferry slip. For transport of equipment to the island, the Contractor shall coordinate all transport of equipment to the island by the DHS ferry. There are limited paved roads on Plum Island and any damage done to the paved and unpaved roads during the transportation of stone or equipment by the Contractor for the conduct of his work shall be restored to its original condition. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance repair, removal and restoration shall be borne by the Contractor.

(4) Channels. Access to the work site by water from the either Long Island Sound or the Atlantic Ocean via Plum Gut.

The most recent condition survey dated 13 April 2000 of the channel through the jetties and to the docks located on Plum Island is included in the plans. The Contractor shall make his own investigation of docking and unloading facilities at Plum Island as may be necessary for the conduct of his work. Any such temporary construction shall be restored to its original condition. The Contractor will be required to conduct the work in such a manner as to obstruct navigation of the ferry as little as possible. There are two known electrical cables (as stated above) in the vicinity of the revetment, and no other pipelines or other submarine structures in the waterway located in the vicinity of the jetty/revetment on record in the office of the District Engineer, New York District, Corps of Engineers. All costs for the use of harbor facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be borne by the Contractor.

h. WORKING ON PLUM ISLAND. The Contractor should be aware that Plum Island is a restricted access area and due to the research performed in the labs located on the island, there are numerous rules and regulations concerning work on the island. The rules and regulations for performing work on the island are found in the last pages of this SECTION of the specifications. The Contractor, should thoroughly read all the rules and regulations concerning work on the island, and plan their work accordingly.

H-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.

H-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 for any future reference to horizontal control data.

H-9. DATUM AND BENCH MARKS

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

DESIGNATION - PLUM ISLAND LIGHTHOUSE

PID - LX5639
STATE/COUNTY - NY/SUFFOLK
USGS QUAD - PLUM ISLAND (1954)
*CURRENT SURVEY CONTROL
NAD 83(1996)- 41 10 25.23116(N) 072 12 41.36448(W) ADJUSTED
NAVD 88 -

LAPLACE CORR- - 1.10 (seconds)
DEFLEC99

GEOID HEIGHT- - 30.91 (meters)
GEOID03

HORZ ORDER - THIRD

The horizontal coordinates were established by classical geodetic methods

and adjusted by the National Geodetic Survey in January 1999.

The Laplace correction was computed from DEFLEC99 derived deflections.

The geoid height was determined by GEOID03.

| | North | East | Units | Scale | Factor | Converg. |
|-----------|---------------|-------------|-------|------------|--------|----------|
| SPC NY L- | 113,359.341 | 450,072.123 | MT | 1.00001081 | +1 10 | 11.4 |
| UTM 18- | 4,561,785.934 | 733,913.746 | MT | 1.00027345 | +1 50 | 11.9 |

STATION DESCRIPTION:

DESCRIBED BY COAST AND GEODETIC SURVEY 1933 (LCW)

RECOVERED THE OLD LIGHTHOUSE STILL STANDING. SAID TO REMAIN IN SAME ORIGINAL LOCATION BY OLD TIMERS. PLUM ISLAND LIGHTHOUSE IS LOCATED ON THE W END OF PLUM ISLAND OF GARDINERS BAY. IT IS A THREE-STORY STONE DWELLING WITH THE LIGHT TOWER RISING FROM THE S GABLE AND WAS BUILT IN 1869. IT IS LOCATED ABOUT 35 METERS BACK FROM THE EDGE OF A 40-FOOT BLUFF. THE STATION IS THE FINIAL OF THE LIGHT.

H-10. 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)

H-11.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)

H-12.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.

H-13. 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.).

H-14. INSPECTION (APR 1965) (EFARS 52.2/9110 (D))

The inspectors will assess whether 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 plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the clause entitled: "Final Examination and Acceptance."

- b. To furnish, on the request of the Contracting Officer or the Contracting Officer's Representative or any inspector, suitable transportation from all points on shore designated by the Contracting Officer and/or his Representative to and from the various pieces of plant and to and from the placement area. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer or Contracting Officer Representative, and the cost thereof will be deducted from any amounts due or to become due to the Contractor

H-15.FIELD OFFICE

1. Office Trailer

a. The Contractor shall furnish at the job site a lockable 40 feet by 10 feet field office for use by the Government representatives. The desired location will be designated by the Contracting Officer or his representative, and is shown on the contract plans. The building shall be well constructed and properly ventilated and shall contain a closet and door and windows which shall be capable of being locked, three (3) desks with chairs, four (4) other chairs, 2 telephone lines (one for a fax machine, the other regular phone service), one (1) plan rack, two lockable file cabinets, and a drawing board. The furniture may be of temporary nature. The Contractor shall also provide drinking water, electricity, electrical lighting, heat, toilet facilities, a refrigerator, a microwave oven, janitorial and maintenance services. The field office shall be removed from the project site when and as directed by the Contracting Officer.

b. The Contractor, at his option, may furnish a trailer not less than 40 feet long. The Contracting Officer or his representative, prior to the arrival of the trailer at the site, shall approve the trailer and shall have the facilities and services as specified above for the field office.

c. The Contractor shall furnish one complete (keyboard, mouse and monitor) IBM compatible personal computer P4/2000 Mhz or Higher with Windows 2000 or XP and Microsoft Office, a 56k modem and a fax/copier/printer with paper.

2. No separate payment will be made for providing the services specified above, and all costs in connection therewith shall be borne by the Contractor.

**H-16. 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))

H-17. OIL TRANSFER OPERATIONS

The Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, state, municipal laws, codes and regulations (See attachment I of Section 00900 for regulation on "Oil and Hazardous Material Transfer Operations" - 33 CFR 156). Particular attention is invited to 33 CFR Subchapter O, Pollution. The Contractor shall incorporate in the accident prevention program (Section 00800 S-3), submitted in compliance with Section 00700, contract clause "ACCIDENT PREVENTION," sufficient information to demonstrate that all fuel transfers will be made in compliance with 33 CFR 156 and any other applicable laws, codes and regulations. (NAP-1/81)

H-18. WAGE RATES

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

H-19. 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.

H-20. 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 jetty rehabilitation.

H-21. 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))

H-22. NOISE LEVEL CRITERIA

Maximum sound pressure levels measured at the engine generators and vehicles including muffler and exhaust components, shall not exceed decibel values prescribed by Federal, State and local codes and regulations. 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 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.

H-23. 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. (If applicable)

H-24. 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)

H-25. 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.

H-26. 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 the work.

Accident Prevention Plan (advance copies required, see Section 01351)

Hazard Analysis as per section 01351.

Quality Control Plan (see Section 01451).

Letter appointing Superintendent.

List of subcontractors

H-27. 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.

H-28. ACCEPTANCE SURVEYS

For Jetty Rehabilitation/Revetment Construction Work:

(a) Upon completion of the work, an acceptance survey will be made on 20 foot centers to determine that the plus tolerance has not been exceeded. All cross-section surveys shall be on 20 foot centers minimum and at locations in change of type of construction. The survey shall include an entire in-place section area, with survey points taken every 6 feet minimum across the section. This cross-section shall be plotted on a template drawing of the section. These as-built drawings shall be submitted along with the partial payment. The accuracy of this data shall be +/-0.05 feet. If the minus tolerance has been exceeded, the Contractor shall remove and replace the stone to be

within the allowed tolerance. Adjacent stone greater than a 9 inch differential for surface elevation will be removed and placement restored to fall within the 9 inch differential. Stone in excess of the plus tolerance will not be paid for. The 1V:1.5H required slope will not be steepened due to tolerance factors. Resetting of stone shall be to the same requirements for keying adjacent stones as the initial construction. No chinking will be permitted. The Contractor shall make the survey in the presence of the Contracting Officer or his representative.

H-29.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 15 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.

H-30. 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.

H-31. 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.

H-32. SCHEDULING AND DETERMINATION OF PROGRESS

In accordance with the contract provisions, the Contractor shall, within five (5) days after receipt of Notice to Proceed by him or as otherwise determined by the Contracting Officer and/or his Representative, submit for approval a practicable progress schedule. The progress schedule shall be in the form of a chart graphically indicating the sequence proposed to accomplish each work feature of operation (Eng. Form 2454 or an acceptable equivalent -e.g., computer-generated from a commercially-available project management software package). The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of the receipt of the Notice to Proceed and indicating calendar days to completion. Each activity in construction shall be represented by an arrow. The head to tail arrangement of arrows

shall flow from left to right. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified chart for approval by the Contracting Officer and/or his Representative. The terms of Section 00700, Contract Clause entitled: SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met. Neither on the chart nor on the periodic charts which the Contractor is required to prepare and submit, as described in paragraph, SCHEDULES FOR CONSTRUCTION CONTRACTS of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer and/or his Representative of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Section 00700, Contract Clause entitled: "PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS." The making of such an allowance will be contingent upon a determination by the Contracting Officer and/or his Representative that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

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

H-33. SPECIAL PROHIBITION ON EMPLOYMENT

- a. Definitions: "Arising out of a contract with the Department of Defense," as used in this clause, means any act in connection with (1) attempting to obtain, (2) obtaining, or (3) performing a contract or subcontract of any agency, department or component of the Department of Defense.

"Convictions of fraud or any other felony," as used in this clause, means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

- b. Section 941, Title IX, Pub. L. 99-500 (10 U.S.C. 2408) prohibits a person who is convicted of fraud or any other felony arising out of a contract with the Department of Defense from working in a management or supervisory capacity on any defense contract, or serving on the board of directors of any defense contractor, for a period, as determined by the Secretary of Defense, of not less than one (1) year from the date of conviction. Defense contractors are subject to a criminal penalty of not more than \$500,000 if they are convicted of knowingly employing a person under a prohibition or allowing such person to serve on their board of directors.
- c. The Contractor agrees not to knowingly employ any person, convicted of fraud or any other felony arising out of a contract with the Department of Defense contract or subcontract or allow such person to serve on its board of directors from the date the Contractor learns of the conviction until one (1) year has expired from the date of conviction. However, if the person has also been debarred pursuant to FAR subpart 9.4, the above prohibition shall extend for the period of debarment, but in no event shall the prohibition be less than (1) year from the date of conviction.
- d. If the Contractor knowingly employs a convicted person in a management or supervisory capacity on any defense contract or subcontract or knowingly allows such person to serve on its board of directors within the prohibited period, the Government may consider, in addition to the criminal penalties contained in Section 941 of Pub. L. 99-500, other

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

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

H-34.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)

H-35.PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS

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

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

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

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- (4) All required prime and subcontractor payrolls have been submitted.

(Name)

(Title)

(Date)

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be notified at the preconstruction conference. In addition to the designated Project Engineer, the contractor shall at the same time submit one copy of the detailed breakdown and the ENG Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and or the amount of the payment being submitted, the Government and the contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the

contractor shall submit a new breakdown and ENG Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause entitled: "Payments Under Fixed-Price Construction Contracts" and process the payment accordingly. In this event, "a proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the contractor in accordance with the following time frames:

(1) Progress Payments. From the date a "Proper invoice" is received, in accordance with subparagraphs "b" and "d" of this clause, the Government will issue a check within 14 calendar days.

(2) Reduction in Retaining Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.

(3) Final Payment. A final payment request shall not be considered valid until the contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the project by the Contracting Officer.

H-36.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 Contact 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.

H-37. 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 September 1996, entitled "Safety & Health Requirements Manual" and referred to in the Accident Prevention Provision of General Provisions, shall govern.

H-38. 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 September 1996, all cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms which will prevent the booms from falling free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping.

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

H-39. 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.

H-40. ACCIDENT PREVENTION PLAN

The Contractor is required to submit to the Contracting Officer or Contracting Officer Representative an accident prevention plan at the preconstruction conference. The accident prevention plan must be in accordance with all federal safety standards as specified in EM 385-1-1, dated 3 September 1996, entitled "Safety & Health Requirements Manual". Guidelines for preparation of the accident prevention plan are located in Section 00900, Attachment H.

H-41. 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)

H-42. WARRANTY OF CONSTRUCTION (APR 1984)

- (a) In addition to any other warranties in this contract, the

Contractor warrants, except as provided in paragraph (j) 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:

The Contractor's failure to conform to contract requirements; or
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 the work repaired or replaced will run for 1 year from the date of the repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after 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, expressed 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 practices;

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 the 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 right under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud. (FAR 52.246-21)

H-43. CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in four copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of any laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

H-44. RECORD DRAWINGS

During the progress of the job, the Contractor shall keep a careful record at jobsite of all changes and corrections from the layouts shown on the drawings. The Contractor shall enter such changes and corrections on contract drawings promptly but in no case later than a weekly basis. The record drawings shall indicate, in addition to all changes and corrections, the actual

location of all sub-surface utility lines. In order that the locations of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record drawings shall show, by offset dimensions to two permanent fixed surface features, the end of each run including each change in direction. Valve, splice boxes and similar appurtenances shall be located by dimensioning of each run shall be recorded. At the time of beneficial occupancy of each structure or facility involved under this contract, the Contractor shall submit to the Contracting Officer four sets of as-built prints showing the aforementioned data.

H-45. DESIGNATION OF PROPERTY ADMINISTRATOR

The Chief Property and Accounting Section, US Army Engineer District, New York, Federal Building, 26 Federal Plaza, NY, NY 10278-0090 is designated as Property Administrator in connection with this contract.

H-46. PAYMENT FOR MATERIALS DELIVERED OFF-SITE

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

H-47. AVAILABILITY OF UTILITY SERVICES, VEHICLE USE AND FUEL/OIL AVAILABILTY

PLEASE READ SUB-PARAGRAPH 10 OF THE GENERAL REQUIREMENTS FOR WORKING ON PLUM ISLAND (PARAGRAPH H-53) - WATER, TELEPHONE AND ELECTRIC SERVICE WILL BE PROVIDED BY THE GOVERNMENT, IF AND WHERE POSSIBLE AND WITH NO LIABILTY TO THE GOVERNMENT. THE CONTRACTOR WILL TAKE CARE OF ALL ARRANGEMENTS FOR HOOKUP AND REMOVAL. IN

ADDITION, SUB-PARAGRAPH 11 OF THE GENERAL CONDITIONS FOR WORKING ON PLUM ISLAND (PARAGRAPH H-53) OUTLINES VEHICLE AND EQUIPMENT USE ON PLUM ISLAND. SUB-PARAGRAPH 11, PART 4 AND SUBPARAGRAPH 12 OUTLINES FUEL AND OIL AVAILABILTY AND STORAGE OF FUEL. PART 4 OF SUBPARAGRAPH 11, WHICH STATES THAT LIMITED AMOUNTS OF FUEL OIL AND GASOLINE MAY BE AVAILABLE..., SHOULD BE IGNORED. THE CONTRACTOR SHALL PROVIDE A FUEL TANK FOR HIS OWN USE. THE LOCATION OF THE FUEL TANK IS SHOWN ON PAGE 2 OF THE PLANS, AND CONSISTS OF CONCRETE FUEL RETAINING AREA NEAR THE DOCK. TO PROVIDE FUEL TO EQUIPMENT IN AREAS AWAY FROM THE FUEL STORAGE TANK, THE CONTRACTOR SHALL PROVIDE A TRUCK WITH A FUEL STORAGE COMPARTMENT AND PUMPOUT CAPABILITY.

H-48. VERIFICATION OF SMALL BUSINESS UTILIZATION

- a) This clause is applicable to small business concerns whose contracts exceed \$1,000,000.
- b) In accordance with the clause at FAR 52.219-8, entitled Utilization of Small Business Concerns, in effect on the date of this contract, the Contracting Officer may survey the extent of small and small disadvantaged business utilization under this contract. The Contractor may be required to report to the Contracting Officer statistical data on the number and dollar amounts of subcontracting awards with small businesses and small disadvantaged businesses.
- c) As appropriate, the Contracting Officer may require one or more follow-up reports to the initial report.
- d) The Contractor agrees to insert this clause in any subcontract that may exceed \$1,000,000, including this subparagraph (d).

H-49. PROTECTION OF EXISTING STRUCTURES

All existing structures, fences, utility lines, roads, dunes and other improvements shown on the drawings or others which the existence and location of are made known to the Contractor prior to beginning work shall be protected from damage. In the event of damage as a result of the Contractor's operations, the Contractor shall be responsible for the repair, restoration, or for all cost of damage resulting therefrom. If the Contractor elects to have alterations made to any existing structure, utility, dune, road, or other improvements for his convenience, he shall make arrangements with the owner of the facility for

such alterations and the arrangements made shall be approved by the Contracting Officer prior to their alteration.

H-50. AUTHORIZED CONSTRUCTION AREA AND TRESPASSING

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

H-51. DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the article of the contract entitled "Permits and Responsibilities" in the Contract Clauses. However, if in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, or tornado, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment, pursuant to Clause "Changes" of the contract, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work, utilities, materials, equipment, and plant, including temporary construction and utilities, pavements, and other property along the routes used by the Contractor's pipelines and/or land vehicles, shall be repaired to the satisfaction of the Contracting Officer, at the Contractor's expense regardless of the cause of such damage.

H-52. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled "Default (Fixed-Price Construction)".

The listing below defines the monthly anticipated adverse weather for the contract period and is based upon NOAA or similar data for the geographic location of the project.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAY BASED ON (5) DAY WORK WEEK
STATION LOCATION: VARIOUS BASES, NY, NY

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

b. (1) The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (include weekends and holidays) and compared to the monthly anticipated adverse weather in subparagraph a. above. For purposes of the sub- paragraph b., the term actual adverse weather days shall include days impacted by actual adverse weather days.

(2) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in subparagraph a. above have been incurred, the Contracting Officer will examine any subsequently occurring adverse weather days to determine whether a contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the project. The Contracting Officer will convert any delays meeting the above requirement to calendar days and issue a modification in accordance with the general provision entitled "Termination for Default - Damages for Delay - Time Extensions".

c. The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

H-53. PLUM ISLAND ANIMAL DISEASE CENTER GENERAL REQUIREMENTS

1. GENERAL

PIADC is a federal facility located on an island 1.5 miles off Orient Point, NY, with strict security requirements and site-specific conditions that must be observed in performing work. These include, but are not limited to:

1. Access to PIADC is by government-operated ferry only unless approved by the Government. Schedules are established in advance and closely followed.
2. Due to the mission of the PIADC, workers, contractors, and subcontractors at the site must strictly observe all biological safety and physical security requirements, as detailed in the attached sections. Special safety work procedures must be adhered to which will affect personnel, their work, delivery and removal of materials and equipment.
3. If work is performed in or around biological laboratory space, additional biological safety precautions are required.
4. Weather conditions may occasionally limit or prevent routine ferry operation and affect project schedule.
5. Weight and size of vehicles and large equipment is limited on the Government ferry, and may require commercial ferry transportation. All vehicle and equipment transportation to Plum Island must be coordinated in advance with PIADC.
6. Access to Plum Island, the Orient Point facility, and the ferry by visitors and Contractor personnel, requires 24 hours prior notice and must be coordinated with the PIADC Security office.
7. Plum Island includes environmentally sensitive habitats. Vehicles must stay on paved and gravel roads at all times. If work includes beaches or other areas, equipment access routes must be approved in advance by the Facility Engineer and Environmental Protection Officer.

2. SECURITY REQUIREMENTS

1. The Plum Island Animal Disease Control Center and all properties associated with the PIADC are government property. Due to the mission and the scientific work conducted by the PIADC, the island and all properties are restricted access areas. The general public is not authorized to enter onto the premises. Individuals must have official business which is relevant to the mission of the Center to be permitted to visit the Island.

Visitor Approval Process:

U.S. Citizen Visitors:

1. The Contractor's sponsor shall notify the Security Manager after the Notice to Proceed that the Contractor and his subcontractors will be requiring access to PIADC. The Contractor

shall complete the “PIADC Visitor Application” form, attached, for any and all persons that will need to visit PIADC, and forward it directly to the PIADC Security Manager or his designee for his review. The form must be submitted at least 24-hours in advance of the scheduled visit.

Non-U.S. Citizen Visitors:

1. A non-US citizen visitor to PIADC must complete the attached “Approval of Foreign Visitor” memorandum. The Contractor shall submit the completed form to the PIADC Security Manager a minimum of two weeks prior to the visit. Failure to complete the form completely, accurately, and in its entirety will hold up the process and result in disapproval of the visit. The PIADC Security Manager conducts a name check to ensure the individual is suitable to visit the facility in accordance with the Bio-Terrorism Preparedness Act of 2002. Once the individual is approved, the Contractor can submit the standard “PIADC Visitor Application”, noting on the form that the non-citizen status was approved for this particular individual.

Approved Visitors:

1. Following approval, the Security will decide whether a picture badge will be issued depending on the frequency of visits. For badged personnel, a 15 minute orientation is required for each visitor working outside of containment, and a 1 hour orientation and a baseline blood sample is required for those working inside containment.
2. Reception prepares a Visitor List consisting of the visitor’s name, company represented, date of arrival, time of arrival, time of departure, and if a camera was approved for the visit.
3. At Orient Point, the visitor should arrive 30 minutes before the scheduled boat departure time to present an official photo identification card (Examples; State driver’s license, Passport) to gain access to the parking facility and/or the boat. If a PIADC badge has been authorized, the security guard will provide the badge in exchange for an official photo identification card, to be exchanged at the end of the day when the person leaves.
4. At Old Saybrook, visitor should arrive 20 minutes before the scheduled boat departure time to enter the Marina or alternate parking facility, walk to the boat, and present their identification to the Marine Crew on the dock prior to boarding the vessel. Upon arrival at PIADC, the visitor shall proceed to the reception desk to sign in before going to the work area. The visitor shall proceed to reception at the end of the day to sign out upon departure.
5. Each visitor after boarding the boat, must sign a “Visitor Affidavit” quarantine declaration whereby the visitor agrees to avoid contact with susceptible animals off Plum Island or as designated by the Safety Officer, and also agrees to abide by all applicable safety regulations. A copy of this document with its conditions is attached.

6. Persons arriving by commercial freight ferry shall contact and coordinate with the PIADC Security Manager for instructions prior to the event.

Prohibited Visitors:

1. Foreign National visitors from any of the US State Department List of countries considered to be state sponsors of terrorism will not be approved. If a visitor's citizenship or country of record is subsequently discovered to be from one of these countries, the individual will be removed from the facility.

Badges:

1. Until a non-transferable PIADC Identification Badge is issued , each Contractor employee shall be required to log-in and log-out daily at Building 100 upon arriving and departing the island. Once a badge is issued, it will allow the bearer access to the specific construction sites or related areas only.
2. PIADC Identification Badges must be prominently displayed above the waist with the photo visible from the front at all times while on PIADC property. Any individual observed without a PIADC ID badge will be challenged by the security staff. Any individual not cooperating with the security staff will have their PIADC ID confiscated and be escorted off the Island.
3. The Marine Crew and the Security Officers will request to see identification and badges. Please have the card properly displayed to avoid any confusion.
4. DHS/USDA badges remain the property of the U.S. Government and must be returned to PIADC upon completion of an individual's work on this contract. Failure to do so could result in the loss of future work with PIADC.

Searches:

1. The Security Officer will conduct a search of all bags, property, briefcases, etc.
2. All vehicles will be searched. The driver will open the engine compartment and cargo area(s) to provide access for security.

Deliveries:

1. To accommodate the project, the delivery company may submit a "pool" of driver's names with the visitor application. When the delivery vehicle arrives, the Security Personnel will request that the driver present official photo identification. The Security Personnel will compare the identification to the submitted list of drivers. If the driver's

name appears on the list, the vehicle may enter the premises to make the delivery. If the driver's name does not appear on the list, the delivery will be denied.

Prohibited Articles and Activities:

Prohibited Articles:

1. Any dangerous weapon, firearm, explosive, or other dangerous instrument or material likely to produce substantial injury or damage to persons or property.
2. Controlled substances (specifically: illegal drugs and paraphernalia, with the exception of prescription medicines)
3. Alcoholic Beverages
4. Other items prohibited by law
5. Personal nonessential items
6. Pets
7. Video, photo, or digital cameras (without prior approval)
8. Vehicles and other motorized equipment (without prior approval)

Prohibited Activities:

1. Gambling
2. Swimming
3. Fishing
4. Hunting

Other PIADC Security Rules of Behavior:

1. Remain on the job site. Do not wander
2. Do not enter buildings or areas not part of your scope of work without specific authorization
3. Do not travel between the harbor and the job site by foot (walking)
4. Do not joy drive around the Island. Go directly to the job site
5. Designate 1 person to retrieve the lunch meals if cafeteria privileges are approved
6. Do not depart the Island with any food or beverage of any kind
7. When challenged by security, provide your ID and answer all questions
8. Obey all PIADC rules, regulations, and Federal laws
9. Do not use loud, abusive or otherwise improper language to create a disturbance or become a nuisance

3. OCCUPATIONAL SAFETY

1. The Contractor shall take all necessary precautions for the safety of all personnel and comply with all applicable provisions of Federal, State and Municipal safety

laws and building codes to prevent accidents or injury to persons on, about, or adjacent to, the premises where the work is being performed.

2. The Contractor is responsible for job site safety, and shall submit a site and work specific Safety and Health Plan for Government review and approval prior to work mobilization.
3. Safety glasses, hard hats, safety harnesses, and other safety equipment must be worn as required by 29 CFR 1926.28(a). Shorts, tank tops and non-steel toed shoes will not be allowed at the work site.
4. In an emergency affecting the safety of life, the work, or adjoining property, the Contractor without special instruction or authorization from the Government, is authorized to act at his discretion to prevent such threatened loss or injury, and shall so act, without appeal. Any compensation claimed by the Contractor as a result of said emergency shall be determined by FAR Clause or arbitration.
5. The Contractor shall make certain that project workers adhere to safety and security requirements. Disregard of OSHA and other safety regulations may result in a “Stop Work Order”.

4. STANDARD WORK PRACTICES

1. It shall be the responsibility of the Contractor to assure that the contractor’s employees and subcontractors comply with all conditions and restrictions noted herein.
2. In the event of an emergency, which in the opinion of the Plum Island Animal Disease Center (PIADC) Director or Safety Officer, could adversely affect the livestock industry of the United States, all Contractor personnel shall comply with all biological safety safeguards and directives deemed necessary.
3. The Contractor and his employees shall comply with all codes and regulations pertaining to conduct on Federal Property as well as PIADC Biological Safety Regulations observed by all the employees of the PIADC.
4. The Contractor shall abide by all standard Safety Practices and Procedures and shall conform to all OSHA Standards, environmental protective measures to control pollution that may develop during construction, and other applicable federal, state, and local laws. The Contractor’s failure to thoroughly familiarize himself with the aforementioned safety and environmental provisions shall not relieve the Contractor from compliance with the obligations or relieve the Contractor from the penalties set forth therein. Neither the Government nor the engineer shall be responsible for safety enforcement or environmental enforcement in connection with the construction work.
5. The construction site, building area, and associated construction spaces shall be kept in a

broom clean condition and free of debris at the end of each day. Job site material shall be neatly stored and stacked under cover or protected by water proof tarps adequately tied down. Material and equipment installed or being installed shall be protected during construction from rain, material handling, welding, grinding, dust, and dirt, etc. Failure to take action on the part of the Contractor will result in a stop work order until the situation is corrected.

6. Failure to comply with general safety or biological safety requirements may result in the removal of personnel and the denial of further admittance to Plum Island. The Contractor shall promptly comply with PIADC requests for removal of personnel for violation of Safety requirements.
7. Plum Island is restricted to the general public unless admittance has been approved. Therefore, no persons other than authorized Contractor personnel will be permitted access to the work site.
8. Authorization of the PIADC Biosafety Officer is required for any equipment brought on site containing radioactive material, ie: gages, sources for radiography, etc.
9. No dining facilities are available at Plum Island for use by the Contractor. All food and beverages required by the Contractor are to be brought to Plum Island by the Contractor. There is limited "Take-Out" at the PIADC Cafeteria, but it must be authorized and restrictions apply.
10. All food and beverage containers shall be properly disposed of by the Contractor into an approved PIADC receptacle. Food and beverages may not be removed from Plum Island.
11. The Contractor shall bring to Plum Island only those tools, equipment and materials deemed necessary for accomplishment of the work. Such items shall be stored at the work site or at staging areas so designated by the Contracting Officers Representative (COR) and shall remain at the site until job completion or until such time as no longer needed.
12. Staging areas for materials and refuse will be designated by the COR. The Contractor shall be responsible for all movement, storage and security of all such items either on Plum Island or at Orient Point facilities.
13. All visitors shall be accompanied by a PIADC escort while within the containment facility.
14. The Contractor shall submit a severe weather plan to the Government for review and approval.

5. WORK OUTSIDE OF BIOCONTAINMENT AREAS

1. Work shall be coordinated and scheduled well in advance with the COR. The schedule

shall include pertinent dates and times and otherwise thoroughly detail all interruptions to facility services, demolition work, shipments of materials and equipment, etc.

2. Work shall be planned with approval obtained from the COR for any interruption of utility, service, or to any ongoing laboratory or facility operations. These events shall be held to an absolute minimum with requests made in writing to the COR at least one week prior to the interruption.
3. A quarantine period is not required for employees, contractors or materials/equipment for work conducted at the PIADC outside of containment areas (Operational Zone 1).

6. WORK WITHIN BIO-CONTAINMENT AREAS

Biological Safety and Work Practices

1. All Contractor Personnel shall adhere to all personal recognizance quarantine requirements herein specified or as otherwise directed by the Safety Officer.
2. A self quarantine period of five (5) days is to be observed by personnel conducting work at PIADC within biocontainment areas (Operational Zones 2, 3, or 4 - generally referred to as “containment”) by avoiding susceptible animals or animal areas after departing the Island.
3. Susceptible Animals include cattle, sheep, goats, deer, and other ruminants and swine, and may also include pet birds or domestic poultry under direction of the PIADC Safety Officer.
4. Animal Areas include animal farms, sales barns, stockyards, animal laboratories, packing houses, zoos, various menageries, pet birds, pet bird stores, commercial poultry establishments, and other animal exhibits such as fairs.
5. Tools, equipment and materials, capable of being decontaminated and which need to be removed from PIADC Operational Zones 2, 3, or 4 shall be decontaminated by the Government. Some decontamination procedures may take up to 16 days. Other than eye glasses, nothing may be removed from biocontainment areas without assistance of USDA or their appointed personnel.

Biocontainment Areas

1. Laboratories and Support Space: Where research is conducted on possible live animal disease agents. Movement of personnel, equipment and supplies into and out of such areas or buildings is strictly controlled. All materials and equipment leaving laboratory operational areas shall be subject to Government provided decontamination procedures specified herein or as otherwise directed by the COR.

2. Decontamination Building: Movement of personnel, equipment and supplies into and out of this building is strictly controlled. All materials and equipment leaving this building shall be subject to government provided decontamination procedures specified herein or as otherwise directed by the COR.
3. All other areas are outside of biocontainment.

Biocontainment Requirements

1. A PIADC employee, designated by the COR shall escort Contractor personnel at all times while within biocontainment areas. Entrance into areas other than those specifically designated as the contractor's work areas is prohibited.
2. All personnel performing work within biocontainment (Buildings 101 and 102) areas shall be required to change into government supplied clothing upon entering, and showering upon leaving the area. Porous materials and civilian clothing worn into biocontainment areas, cannot be effectively decontaminated and thus shall stay in biocontainment and become the property of the Government.

Coordination of Work

1. All biocontainment entrances and exits for personnel, equipment and supplies are strictly controlled.
2. Access to air locks and autoclaves for movement of equipment and materials to and from biocontainment areas shall require prior scheduling and approval from the COR.
3. Wall, floor and roof penetrations into or between containment areas shall be accomplished according to standard design details or in a manner acceptable to the COR, and tested according to procedure. No such work shall be made without prior approval of the COR.
4. The Contractor shall construct and install a temporary enclosure for penetrations as required by the COR. Upon satisfactory completion and acceptance of the work by the COR, decontamination of the enclosure shall be accomplished by Government personnel. The enclosure shall then be removed by the Contractor.

Execution of Work

1. Demolished materials for removal from the laboratory shall be transported by the Contractor to a specified airlock or autoclave designated by the COR. Airlocks and autoclaves may not be operated by contractor employees.

2. Twenty four (24) hours prior notification shall be required for the scheduling of all airlock usage.
3. Tool cleaning and preparation of Contractor's tools prior to decontamination shall be done by Contractor personnel by a method determined by the Safety Officer.

7. PROTECTION OF WORK, EXISTING IMPROVEMENTS, EQUIPMENT, UTILITIES, ANTIQUITIES, AND ADJACENT PROPERTY

1. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect Government property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury or loss.
2. The Contractor shall protect existing and delivered equipment from dirt, dust, moisture, and weather to the satisfaction of the Government, and in accordance with the manufacturer's recommendations.
3. The Contractor is responsible for safe performance of all phases of work, and shall provide complete protection to safeguard personnel, structures, equipment, vegetation, and the environment. The Contractor's superintendent shall implement and be responsible for job site safety and protection of the work and adjacent property.
4. The Contractor shall erect and properly maintain, as required by the conditions and progress of the work, all necessary safeguards for the protection of the works, the public, and shall post danger signs warning against the hazards created by such features of construction such as protruding nails, hoists, well holes, scaffolding, and falling materials.
5. A welding and burning permit must be obtained through the Location Monitor (LM) before any flame or spark producing operation is started.
6. The Contractor must post a fire watch during welding operations, and provide and erect fireproof screens for flash and spark protection.
7. The Contractor is responsible for locating all underground utilities, pipes, electrical cables, conduit, duct banks, etc. prior to any digging, and shall obtain the services of a capable underground utility locating company for this purpose. The Contractor shall hand dig within close proximity of a suspected underground utility. The Contractor shall be responsible for any damage to the underground utilities, or damage caused as a result, whether or not shown on the drawings. The Facility Engineer shall be immediately notified. Repairs shall be made quickly and by competent qualified trades persons to the satisfaction of the Government. If the Contractor fails or refuses to repair the damage promptly, PIADC may have the necessary work performed and charge the cost to the

Contractor.

8. Federal law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. Existing antiquities discovered thereon will not be disturbed or destroyed. The Contractor shall report the discovery of any antiquities at the job site and, upon discovery of unusual materials (e.g. obsidian chips or flakes, bones, darkly stained soils, "arrowheads"), the Contractor shall stop work at/or around such materials and notify the Facility Engineer.

8. MARINE TRANSPORTATION

Government Furnished Marine Transportation

1. The Government vessels consist of one (1) 110-foot and one (1) 65-foot passenger vessels and one (1) 110-foot freight vessel. Subject to marine vessel capacity, conditions, availability, and scheduling constraints as defined below, Government Furnished Marine Transportation will be available to the contractor at no cost for the transportation of contractor personnel, tools, material, and equipment to and from Plum Island, Orient Point, and Old Saybrook facilities.
2. Government vessels are maintained and operated to support the research mission at PIADC and therefore, the movement of Government employees and materials shall have priority. The transport of scheduled freight may be delayed or canceled due to unforeseen PIADC requirements.
3. The Government will provide marine transportation to the contractor of at least ONE round trip per week for materials, equipment, supplies, and vehicles. Weight and size restrictions will vary in accordance with the marine transportation available at the time such transportation is scheduled to take place as referenced below. Such trips shall not be cumulative and may not be carried over or combined with any other period.
4. Other than personnel, the contractor shall schedule all marine transportation at least two weeks prior to the date required unless otherwise approved in writing by the contracting officer. The available space will be scheduled on a first come first served basis. The government shall have the right, upon one weeks prior notice to the contractor, to cancel or reschedule any marine transportation for the contractor at No Additional Cost to the Government. The Government shall also have the right to reject a specific date requested by the contractor and require the contractor to select another date at No Additional Cost to the Government. Reservations may be made by contacting the Location Monitor or COR between the hours of 0900 to 1600. There is no Government furnished marine transportation for vehicles or freight to or from Old Saybrook, Connecticut.
5. Departures may be delayed or canceled due to weather or sea conditions. Loading and transporting of vehicles with low undercarriages or dolly wheels may be delayed or

canceled due to low or high tides, especially when combined with the weight of the load. When governed by issues of weather conditions or personnel safety and health, the decision of the PIADC Transportation Manager of less than one weeks notice shall be considered to be in accordance with the requirement of this contract and, as such, the government will provide a “no cost” time extension only, as relief to the contractor for any delays due to rescheduling that are determined to be a direct result of the PIADC Transportation Manager’s decision. Determination of the appropriate number of additional days for such delay shall be the decision of the contracting officer, based on supporting documentation provided by the contractor.

6. The vessel Captain, or designated representative, shall oversee the proper loading and weight distribution of vehicles and cargo aboard the vessel. The contractor shall perform all physical labor in connection with the actual loading and unloading of freight and equipment. All freight shall board and leave the vessel under its own motive power or motive power furnished by the contractor.
7. The following are the restrictions and rated capacity of the Government vessels:
 1. Vehicle overall length shall not exceed 45 feet.
 2. Maximum vehicle gross weight shall not exceed twenty (20) tons, (40,000 pounds) with a center of gravity not to exceed four (4) feet above the cargo deck.
 3. All vehicles shall have their loads properly distributed and secured so as to assure proper trim of the vessel.
 4. All vehicles shall be secured to the cargo deck during transit.
 5. Vehicle weights over the maximum allowable shall be lightened at orient Point before loading by the contractor.
 6. Deck loading on passenger/freight boats shall not exceed thirty (30) tons.
 7. Contractor employees shall at all times conduct themselves in a safe, orderly manner while aboard marine vessels and shall comply with all instructions set forth by the Captain, crew and shore personnel.
 8. Flammable and combustible cargoes may require additional scheduling lead time. The passenger capacity is also greatly reduced.
 9. The Contractor shall provide documentation of gross vehicle or freight weight prior to loading the marine vessel.

Government Furnished Marine Transportation Schedule:

See Attached “Plum Island Ferry Schedule”. The schedules change at any time due to weather conditions or vessel repairs and maintenance. The Government shall provide advance notification of these changes whenever possible. The contractor shall make appropriate changes to the work schedule as required. Holiday Boat Schedule applies to all Federally observed holidays, Department of Labor designated holidays, and any other day designated by Federal statute, Executive Order, or Presidential proclamation. No freight transportation is available during Weekend and Holiday Boat Schedule unless special arrangements are made.

Other Marine Transportation:

1. In the event the contractor cannot coordinate the moving of personnel under these conditions or restrictions so forth stated, or if loads exceed limits as specified herein, the contractor shall provide his own transportation. If the contractor requires the use of Government harbors, the Government vessels have docking priority in accordance with present posted schedules. Full coordination between the contractor and Government marine crews is required for harbor use.
2. Only U.S. Coast Guard approved commercial vessels can be used to move personnel and materials to and from Plum Island. The approved vessels (ferries and barges) can be docked in the Plum Island Harbor as long as these vessels and their operations, do not interfere with Government harbor operations. No private or recreational vessels will be allowed to dock at either Orient Point or Plum Island Harbors. Landings at any areas or beaches on Plum Island or the Orient Point facility are prohibited.
3. Contracted marine water transportation from a local ferry company for other marine transportation is available. The local ferry may be able to provide a full time vessel or part time service depending on the requirement of the job. These ferry vessels have no vehicle weight limits and can accommodate most any size road vehicle or heavy equipment.
4. Commercial boats shall not be allowed to use the Government owned Orient Point Facility for loading or unloading.
5. Commercial vessels are constrained by the capability, configuration, and size of the PIADC ramps. It is the Contractor's responsibility to insure the vessel is compatible with PIADC ramps. Crane loading and unloading from or to a barge is acceptable where necessary. Beach loading or unloading from a landing craft is unacceptable.

9. WORKING HOURS

1. The normal working hours for PIADC is 7:00 A.M. to 4:30 P.M., Monday through Friday, excluding Federal holidays.
2. The Contractor is permitted to work non-duty hours or federal holidays as approved by the contracting officer. However, written approval must be obtained a minimum of 48 hours in advance of such scheduled work, and a USDA PIADC representative must be available to be on site. During these periods of work, no work shall be concealed in construction without the approval of the Contracting Officer. The Contractor will be required to pay for any inspector which must be at the site during performance of this work.

10. GOVERNMENT FURNISHED SUPPORT

The Government will typically provide two telephone lines, limited water and electrical service required for the contract where possible. Electric power is typically available at 120/240/1/60, with 480/3/60 available in machinery areas. The contractor will be responsible for the connections, including material, labor, and supervision for installation.

11. VEHICLES AND EQUIPMENT

1. All contractor personnel, vehicles, equipment and materials shall be moved by the Contractor from the dock area to the work site. Loading and unloading of materials, vehicle and equipment on or off the Government boat shall be by Contractor personnel.
2. Vehicles or equipment transported to Plum Island shall remain on the Island until all project work requiring its use is finished. No daily movement of vehicles or equipment on and off Plum Island is permitted.
3. All vehicles brought to the Island shall be state registered, have a valid inspection sticker, and be maintained in good repair.
4. Limited amounts of fuel oil and gasoline may be available to the contractor on a replacement in like kind basis, subject to prior approval of the Location Monitor.

11. ENVIRONMENTAL

1. Fuel tanks for job site use shall be double walled or have containment approved by the State governing agency.
2. Oil and fuel leaks or spills will not be tolerated. Any vehicle or equipment that develops a leak will be shut down and repaired before moving again. The COR shall be notified within 15 minutes of a leak or spill. Leaks or spills shall be reported by the Contractor and be cleaned up by the Contractor at the Contractor's expense and in accordance with all New York State Department of Environmental Conservation (NYSDEC) requirements.
3. The Contractor is responsible for removal and disposal, off Island, of all trees, brush, demolition material, construction debris, any and all waste, hazardous or otherwise, generated by the Contractor or the Contractor's subs. All waste shall be properly stored while on the Island, removed to Orient Point, and subsequently removed from Orient Point and disposed of at appropriate and environmentally responsible facility. Topsoil and clean fill material shall remain on the Island in a location designated by the COR.

12. EMERGENCY SERVICES

1. The PIADC emergency telephone number is 2222 should there be a personnel injury,

- accident, fire, environmental, or other emergency.
2. PIADC is on an Island. Marine vessels and crews may not always be immediately available limiting response time for removal of injured persons to Orient Point. This makes Contractor occupational safety that much more important. PIADC makes every effort to respond as quickly as possible. There is an EMT on site at all times and an ambulance to remove medical emergencies off Island to the local hospital. Should the emergency occur during duty hours, the staff nurse or EMT will respond.

NOTE: Ferry schedules and visitor application forms are at the end of this section and in Attachment J of Section 00900.

Effective 5/20/04

WEEKENDS / Holidays

| <i>Orient Point NY.</i> | | <i>Plum Island</i> | | <i>Saybrook CT.</i> | |
|-------------------------|---|--------------------|-----------------|---------------------|-------|
| | | <i>NY bound</i> | <i>CT bound</i> | | |
| 0700 | → | | | | |
| | ← | 0730 | | | |
| *0745 | → | | | | |
| | ← | | | *0845 | |
| | ← | *1000 | | | |
| *1030 | → | | | | |
| | ← | *1100 | | | |
| *1130 | → | | | | |
| | ← | | | *1300 | → |
| | ← | *1445 | | | *1350 |
| 1500 | → | | | | |
| | ← | 1530 | | | |
| *1630 | → | | | | |
| | ← | *1630 | | | |
| *1650 | → | | | | |
| | ← | | | *1715 | → |
| *2015 | → | | | | *1800 |
| | ← | *2030 | | | |
| *2045 | → | | | *2100 | → |
| | ← | *2245 | | | *2200 |
| 2300 | → | | | | |
| | ← | 2330 | | | |

All times are departures

* Will run only if passengers request at either destination - Please use voicemail ext. 3323

Weekend & Holidays Passengers Only (Vehicles by special arrangement only)



United States Department of Homeland Security

Science and Technology Directorate
Office of Research and Development

Date: _____

Subject: Approval of Foreign Visitor

To: J. Cuciti, Physical Security Specialist

From: _____ (General Contractor)

Contract: _____ Contract No. _____

I am requesting the approval for _____ (Name of non-U.S. Citizen
Visitor) to visit PIADC on _____ (Date(s) of visit to PIADC)

Citizenship: _____

Country of Origin: _____

Date of Birth: _____

Position /Title of Visitor: _____

Organization Represented: _____

Purpose for the visit to PIADC: _____

Country to Issue Passport: _____

Passport Number: _____

Date of Issue: _____

Expiration Date: _____

Country of Visa Application: _____

Control Number: _____

Type of Visa: _____

Date of Issue: _____

Expiration Date: _____

Visa Sponsor's Name (Visa): _____

Address in U.S. While Visiting PIADC: _____

PIADC Sponsor: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
ARS & APHIS
PLUM ISLAND ANIMAL DISEASE CENTER

VISITOR AFFIDAVIT

I hereby certify that I have read and understand the requirements indicated below and, in consideration for being admitted to the Plum Island Animal Disease Center (PIADC), I consent to any quarantine and detention imposed and abide by the listed requirements.

(check one box)

I WILL NOT be entering biocontainment areas (Zones 2, 3 or 4) of PIADC.

No other restrictions on contact with animals will be required after leaving Plum Island, unless otherwise instructed by the Center Director or Safety Personnel.

I WILL be entering biocontainment areas (Zone 2, 3 or 4) of PIADC, **NOT** including diagnostic or animal rooms working with avian pathogens or birds.

As a result of such visit, I will avoid contact with cattle, sheep, goats, deer and other ruminants and swine, for a period of five (5) days after my last visit to containment areas. The places that I must avoid include: animal farms, sale barns, stockyards, animal laboratories, packing houses, zoos, various menageries and other animal exhibits such as fairs.

I WILL be entering biocontainment areas (Zones 2, 3 or 4) of PIADC, including diagnostic or animal rooms working with avian pathogens or birds.

As a result of such visit, I will avoid contact with cattle, sheep, deer and other ruminants, swine and pet birds or domestic poultry for a period of five (5) days after my last visit to containment areas. The places I must avoid include: animal farms, sale barns, stockyards, animal laboratories, packing houses, zoos, various menageries, pet birds, pet bird stores, commercial poultry establishments and other animal exhibits such as fairs.

In addition to the above, I will abide with the following rules and guidelines:

- I will be accompanied at all times by an authorized PIADC employee and will abide by all safety regulations brought to my attention by my escort.
- I will bring to and remove from the Island administrative areas (Zone 1) only those materials necessary for the visit as well as personal items.
- Any items that are to be used in containment areas (Zones 2, 3 and 4) must be decontaminated before removal from such areas. Cameras and photographic or video equipment must be approved in advance by the center Director or Safety Personnel.
- I consent that in the event of an emergency, the Center Director or Safety Officer may detain me on Plum Island pending accomplishment of necessary biological safety precautionary procedures. Personal items may be temporarily held on Plum Island for decontamination and substitute clothing will be provided in order that the visitor may leave the Island after completion of a decontamination shower. The retained clothing items will be returned as soon as possible.

Name (*print*): _____

Address: _____

Telephone No: Home: _____ Work: _____

Signature: _____ Date: _____

PIADC Visitor Application

I request permission for the following person(s) to visit Plum Island on: _____ thru _____:

| Name | US CITIZEN | COUNTRY OF CITIZENSHIP | COUNTRY OF ORIGIN | ARRIVAL TIME | DEPART TIME | NY/CT | ARRIVED AT PIADC |
|------|------------|------------------------|-------------------|--------------|-------------|-------|------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Purpose of Visit: _____
Company Name: _____ **Phone #:** _____
Address: _____

The visitor(s) will be in the following areas: (Please check the appropriate box)

| Area | Area | Area | Area |
|--------------------|----------------------|--------------|--------------|
| Building 101 – ARS | Building 101 - APHIS | Building 100 | Building 102 |
| Building 103 | Construction Site | Powerhouse | Other |

Vehicle Required: _____ (Contact Ext. 3200 for reservations)
 Vehicle Type: _____ Length: _____ Weight: _____ Load: _____
 Combustible: _____ Flammable: _____ Other: _____

Camera/Video Equipment Required: _____
 Purpose: _____ Camera: _____ Video: _____

I accept full responsibility for informing the above listed visitor(s) of the rules, regulations, and restrictions associated with their visit(s) to PIADC. I will provide escort for the visitor(s) during the visit(s)

Sponsor Signature: _____ **Date:** _____

Safety Use Only:

_____ Orientation Required _____ Serum Bank Required
 _____ Radiation / Biological Videos _____ PIADC Visitor Pass (3 MOS or Less)

Reviewed by: _____ **PIADC Security Officer** _____ **Date**

Approved: _____ **PIADC Safety Office** _____ **Date**

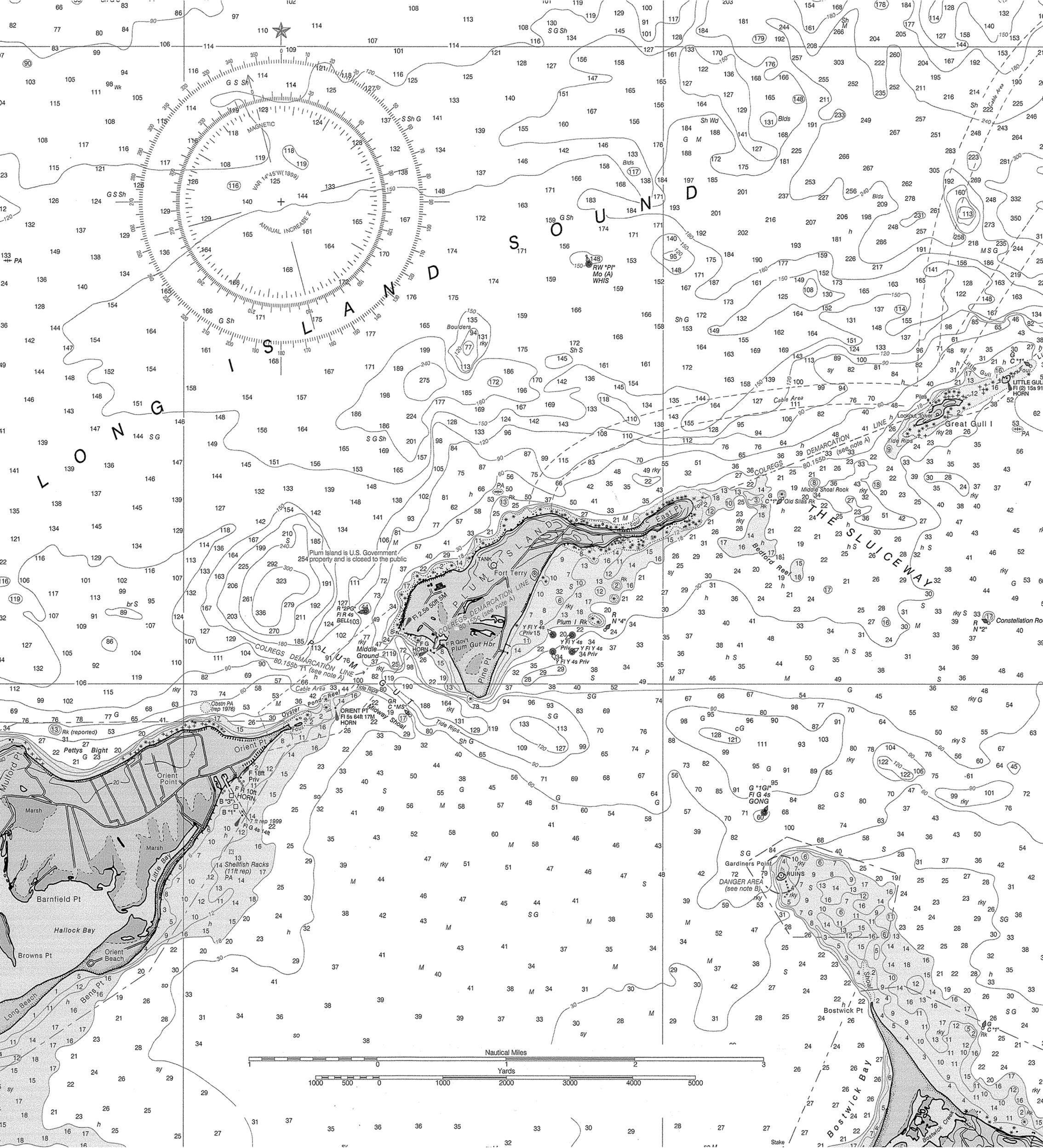
This application must be submitted 24 business hours prior to arrival of visitor(s)

SECTION 00900

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

TABLE OF CONTENTS

| <u>ATTACHMENT</u> | <u>TITLE</u> |
|-------------------|---|
| A | REFERENCE MAP AND DRAWINGS |
| B | WAGE RATES |
| C | DAILY CONSTRUCTION QUALITY CONTROL REPORT |
| D | PERMITS: NEW YORK STATE WATER QUALITY CERTIFICATE ARMY CORPS OF ENGINEERS |
| E | PROJECT IDENTIFICATION AND SAFETY SIGNS |
| F | 33 CFR 156, OIL AND HAZARDOUS MATERIAL TRANSFER OPERATIONS |
| G | SUBMITTAL REGISTER (ENG. FORM 4288) |
| H | GUIDELINES FOR PREPARING THE ACCIDENT PREVENTION PLAN |
| I | PHOTOGRAPHS OF PLUM ISLAND WORK AREAS |



GENERAL LOCATION MAP
0900 ATTACHMENT A

General Decision Number: NY030013 07/23/2004 NY13

Superseded General Decision Number: NY020013

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 06/13/2003 |
| 1 | 02/27/2004 |
| 2 | 04/09/2004 |
| 3 | 04/23/2004 |
| 4 | 05/14/2004 |
| 5 | 05/28/2004 |
| 6 | 06/11/2004 |
| 7 | 07/16/2004 |
| 8 | 07/23/2004 |

* ASBE0012-001 06/28/2004

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

BOIL0005-001 09/01/2003

| | Rates | Fringes |
|------------------|----------|---------|
| Boilermaker..... | \$ 39.50 | 24.40+a |

FOOTNOTE:

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

BRNY0001-001 07/01/2003

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

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

CARP0007-016 07/01/2002

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

CARP0740-001 07/01/2003

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

CARP1456-009 07/01/2003

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

CARP1536-001 07/01/2003

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

ELEC0025-001 05/01/2004

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

ELEC0025-002 05/01/2004

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

including 2 stories.....\$ 27.20 13.44

ELEC1049-002 04/04/2004

| | Rates | Fringes |
|---|----------|---------|
| Line Construction: | | |
| Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment; | | |
| Groundman..... | \$ 21.12 | 12.60 |
| Heavy Equipment Operator... | \$ 28.16 | 12.60 |
| Lineman & Cable Splicer.... | \$ 35.20 | 12.60 |
| Tree Trimmer..... | \$ 22.28 | 7.76 |

ELEV0001-002 03/17/2004

| | Rates | Fringes |
|------------------------------|----------|----------|
| Elevator Mechanic | | |
| Elevator Constructor..... | \$ 41.10 | 19.697+a |
| Modernization and Repair.... | \$ 32.95 | 18.563+a |

FOOTNOTE:

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

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

ENGI0138-001 06/01/2004

BUILDING CONSTRUCTION

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| GROUP 1..... | \$ 39.72 | 23.79+a |
| GROUP 2..... | \$ 37.67 | 23.79+a |
| GROUP 3..... | \$ 36.32 | 23.79+a |

| | | |
|--------------|----------|---------|
| GROUP 4..... | \$ 33.58 | 23.79+a |
| GROUP 5..... | \$ 32.20 | 23.79+a |

NOTES:

Hazmat premiums:

| | |
|---------|------|
| Level A | 3.50 |
| Level B | 2.50 |
| Level C | 1.50 |

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

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

machine (pile work), welding machine (structural steel)

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

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

ENGI0138-002 06/01/2004

HEAVY & HIGHWAY

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

NOTES:

Hazmat premiums:

| | |
|---------|------|
| Level A | 3.50 |
| Level B | 2.50 |
| Level C | 1.50 |

Truck and Crawler Cranes long boom premiums:

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

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

FOOTNOTE:

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

on Friday.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers

 IRON0046-003 07/01/2002

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

 IRON0197-001 07/01/2003

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

 IRON0361-001 07/01/2003

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

 IRON0580-001 07/01/2003

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

 * LABO0066-001 07/01/2004

BUILDING

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

 LABO0078-001 12/01/2003

| | Rates | Fringes |
|--|-------|---------|
| Asbestos Worker ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct | | |

| | | |
|--|----------|------|
| Cleaning, Re-spray Fireproofing, etc..... | \$ 25.50 | 6.81 |
|--|----------|------|

* LAB01298-001 06/01/2004

HEAVY & HIGHWAY

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

FOOTNOTES:

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

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

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

PAIN0009-002 05/01/2002

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

PAIN1974-002 07/03/2002

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

PLAS0260-003 07/01/1999

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

PLAS0780-001 07/01/2003

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Cement Mason.....\$ 39.00 19.35

PLUM0200-001 11/01/2002

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

PLUM0638-001 12/01/2003

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

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

ROOF0154-001 10/01/2000

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

SHEE0028-002 01/29/2004

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

* TEAM0282-002 07/01/2004

| | Rates | Fringes |
|-----------------------------|--------|-------------|
| Truck drivers: | | |
| Asphalt.....\$ | 30.685 | 23.6025+a+b |
| Euclids & turnapulls.....\$ | 31.25 | 23.6025+a+b |
| High Rise.....\$ | 32.31 | 23.6525+a+b |

FOOTNOTES:

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (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.

=====

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.

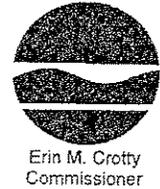
7. Remarks: (cover any conflicts in plans, specifications, or instructions.)

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

2002-01384-42
Sen 34

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



March 24, 2003

Charles Wenderoth, Facility Engineer
US Department of Agriculture
Plum Island Animal Disease Center
P.O. Box 848
Greenport, NY 11944-0848

RE: DEC # 1-4738-01145/00009

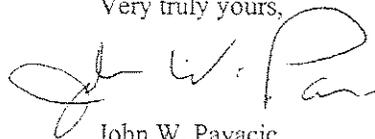
Dear Mr. Wenderoth:

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

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

If you have any additional questions, please feel free to contact me.

Very truly yours,



John W. Pavacic
Regional Permit Administrator

JWP/jp

Enclosures

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

| |
|---|
| DEC PERMIT NUMBER 1-4738-01145/00009 |
| FACILITY/PROGRAM NUMBER(S) |



| |
|--------------------------------------|
| EFFECTIVE DATE March 24, 2003 |
| EXPIRATION DATE(S) March 31, 2008 |

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

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

| | | | |
|---|------------------|------------------------------------|---------------------------------------|
| PERMIT ISSUED TO U.S. Department of Agriculture | | TELEPHONE NUMBER (631) 323-3000 | |
| ADDRESS OF PERMITTEE P.O. Box 848, Greenport, NY 11944-0848 | | | |
| CONTACT PERSON FOR PERMITTED WORK Charles Wenderoth, Facility Engineer, USDA | | TELEPHONE NUMBER (631) 323-3007 | |
| NAME AND ADDRESS OF PROJECT/FACILITY Plum Island Harbor, P.O. Box 848, Greenport, NY 11944-0848 | | | |
| LOCATION OF PROJECT/FACILITY Plum Island Animal Disease Center, Plum Island | | | |
| COUNTY Suffolk | TOWN Southold | WATERCOURSE Plum Gut | NYTM COORDINATES E 734.4, N 4561.6 |
| Construct a 500 linear foot stone revetment above mean high water in the vicinity of the Plum Island Lighthouse on the west side of Plum Island. Restore the existing rock jetties at the mouth of Plum Island Harbor to their original configuration. All work must be done in accordance with that attached plan as prepared by John C. Ehlers, initially prepared on 7/10/01 and last revised on 2/25/03, and NYSDEC approved on <u>March 24, 2003</u> . | | | |

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 & 3) and any Special Conditions included as part of this permit.

| | |
|--|--|
| PERMIT ADMINISTRATOR: John W. Pavacic | ADDRESS Bldg. #40, SUNY, Stony Brook, NY 11790-2356 |
| AUTHORIZED SIGNATURE | DATE March 24, 2003 |
| Page 1 of 4 | |

SPECIAL CONDITIONS

1. Due to the occurrence of New York State listed endangered/threatened species (Osprey) at this site, no work which involves the operation of machinery, redistribution of sand, or other physical disturbance within 500 feet of the Osprey pole/nest is authorized during the period from March 15, to July 15.
2. Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in tidal wetlands and or protected buffer areas.
3. All areas of soil disturbance resulting from this project shall be stabilized immediately following project completion or prior to permit expiration, whichever comes first. The approved methodologies are as follows:
 - b. Stabilized as per specifications identified on the approved plans.
4. All fill shall consist of "clean" sand, gravel, or soil (not asphalt, flyash, broken concrete or demolition debris).
5. Rock revetment shall consist of natural capstone a minimum of 2 ton to 6 ton in size and corestone a minimum of 200 pounds in size and the toe shall be installed a minimum of 2' below apparent low water or 3' below mean sea level and all shall be underlain with filter cloth.
6. Equipment operation below apparent low water is strictly prohibited.
7. The storage or equipment and materials for the construction of the revetment shall be confined to upland areas landward of the crest of the bluff or hill.
8. The placement of stone to restore/recap the jetties shall not exceed the existing footprint of the jetties.
9. There shall be no discharge of runoff or other effluent over or through any bulkhead or shoreline stabilization structure or into any tidal wetland or adjacent area.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

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

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

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

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

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

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

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

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

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 or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

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

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

General Condition 3: Applications for Permit Renewals or Modifications

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

The permittee must submit a renewal application at least:

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

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

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

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

The Department reserves the right to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- 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.

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

(TIDAL WETLANDS)

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

Such approved plans were prepared by John C. Ehlers, initially prepared on 7/10/01 and last revised on 2/25/2003, and NYSDEC approved on March 24, 2003.

DEC PERMIT NUMBER
1-4738-01145/00009

PAGE 4 OF 4



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

October 8, 2003

REPLY TO
ATTENTION OF:

Eastern Permits Section

SUBJECT: Application Number 2002-01384-L2
by United States Department of Agriculture

Charles Wenderoth
United States Department of Agriculture
Plum Island Animal Disease Center
PO Box 848
Greenport, New York 11944-0848

Dear Mr. Wenderoth:

On October 23, 2002, the New York District Corps of Engineers received a request for Department of the Army authorization to rehabilitate two opposing jetties (measuring 455 feet and 485 feet) with approximately 6,000 tons of stone, and construct a 500 linear foot stone revetment. The site is in Plum Gut, Long Island Sound at Greenport, Town of Southold, Suffolk County, New York.

Based on the information submitted to this office, our review of the project indicates that an individual permit is not required. It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Number 3 and 13. Nationwide Permits are prescribed in the January 15, 2002 Federal Register, Final Notice of Issuance, Reissuance, and Modification of Nationwide Permits (67 FR 2020). The work may be performed without further authorization from this office provided the activity complies with the permit conditions listed in Section B, Nos. 3 and 13, Section C, the following Special Conditions and any applicable regional conditions, copies enclosed.

Special Condition

(A) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

(B) Operation of equipment below apparent low water is strictly prohibited as stated in the Special Conditions of the New York State Department of Environmental Conservation permit No. 1-4738-01145/00009 issued on March 24, 2003.

This determination covers only the work described in the submitted material. Any major changes in the project may require additional authorizations from the New York District.

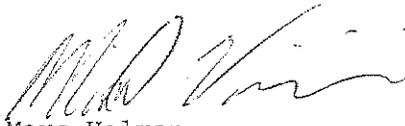
Care should be taken so that construction materials, including debris, do not enter any waterway to become drift or pollution hazards. You are to contact the appropriate state and local government officials to ensure that the subject work is performed in compliance with their requirements.

This verification is valid for a period of two years from the date of this letter, unless the nationwide permit is modified, suspended or revoked. This verification will remain valid for two years from the date of this letter if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

Within 30 days of the completion of the activity authorized by this permit and any mitigation required by this permit, you are to sign and submit the attached compliance certification form to this office.

If any questions should arise concerning this matter, please contact Russell C Smith, of my staff, at (212) 264-3912.

Sincerely,



 Marc Helman
Chief, Eastern Permits Section

Enclosures

DOS
DEC (REGION I)
HARBOR

PROJECT IDENTIFICATION SIGN CIVIL PROJECT

The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large 4' x 4' section of the panel in the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full corps Signature (reverse version) is to be screen printed Communications Red on the white background. The castle insignia will be furnished by the Government in pressure sensitive vinyl for affixing by the Contractor. See attached sheet for fabrication and mounting guidelines.

SAMPLE:

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

Legend Group 2: Division or District Name (optional, Place below 10.5" Reverse Signature (6" Castle)
Color: white
Typeface: 1.25" Helvetica Regular

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

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

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

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

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

(Dimensions are in inches)

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

→ Show non-Federal local partner's name and logo -
Port Authority of New York and New Jersey

* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.
00900 ATT. E-1

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 HUU 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 HUU sign panel. Position holes as shown. Flange of I-nut to be flush with sign face.

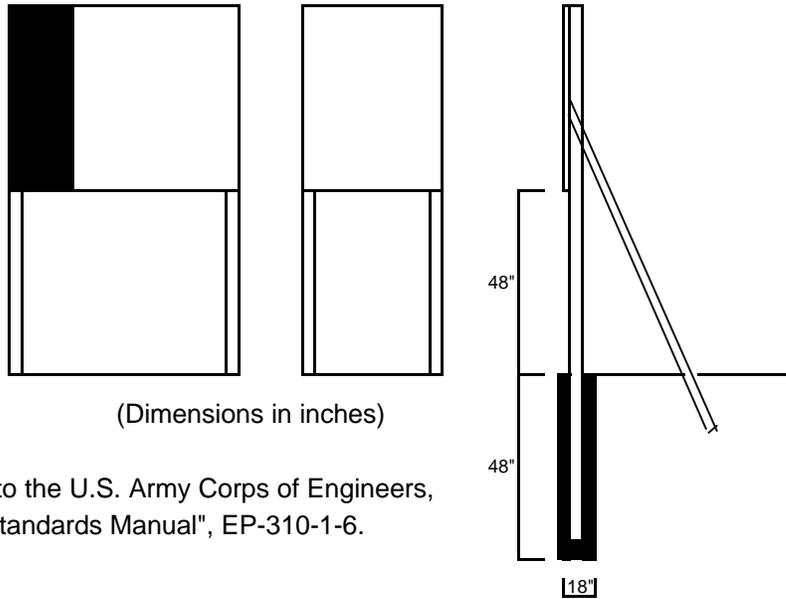
Apply graphic panel to prepared HUU plywood panel following manufacturers' instructions.

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 HUU 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"

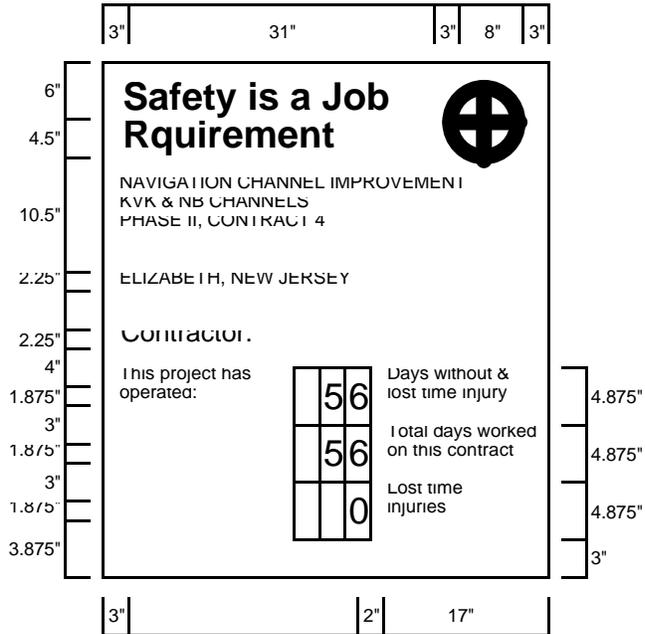
Legend Group 3: One - to two-line identification: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

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"

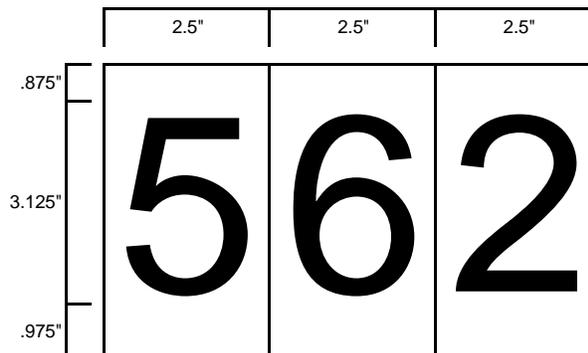
All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards.



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 |



[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]

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[**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.

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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);

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- 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

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



Beach Area near Road Access



Beach Area South of Old Sign



Concrete Block



Debris



Debris & Old Sign



More Debris



Looking South at the Work Area



End of Project



Northern Storage Area



Northern Stored Rocks



Old Cable Sign



Old Railway



West Jetty



East Jetty



Lighthouse

Plum Island Ferry Schedule

WEEKDAYS

Effective 5/20/04

| <i>Orient Point NY.</i> | <i>Plum Island</i> | <i>Saybrook CT.</i> |
|-------------------------|--------------------|---------------------|
| | <i>NY bound</i> | <i>CT bound</i> |
| | | ← 0615 |
| 0630 → | | |
| | 0645 | |
| 0700 → | | 0700 → |
| | 0730 | |
| 0800 → | | ← 0745 |
| | 0830 | |
| 0930 → | | |
| | 1000 | |
| 1030 → | | |
| | 1100 | |
| 1130 → | | 1115 → |
| | | ← 1200 |
| 1400 → | 1345 | |
| | 1430 | |
| 1500 → | | 1445 → |
| | 1530 | |
| 1600 → | | ← 1530 |
| | 1630 | |
| *1730 → | | 1615 → |
| | *1800 | |
| *1815 → | | |
| | *2030 | *1845 → |
| *2045 → | | ← *1930 |
| | *2245 | *2100 → |
| 2300 → | | ← *2200 |
| | 2330 | |

All times are departures

* Will run only if requested, call reception to schedule

Effective 5/20/04

WEEKENDS / Holidays

| <i>Orient Point NY.</i> | | <i>Plum Island</i> | | <i>Saybrook CT.</i> | |
|-------------------------|---|--------------------|-----------------|---------------------|-------|
| | | <i>NY bound</i> | <i>CT bound</i> | | |
| 0700 | → | | | | |
| | ← | 0730 | | | |
| *0745 | → | | | | |
| | ← | | | *0845 | |
| | ← | *1000 | | | |
| *1030 | → | | | | |
| | ← | *1100 | | | |
| *1130 | → | | | | |
| | ← | | | *1300 | → |
| | ← | *1445 | | | *1350 |
| 1500 | → | | | | |
| | ← | 1530 | | | |
| *1630 | → | | | | |
| | ← | *1630 | | | |
| *1650 | → | | | | |
| | ← | | | *1715 | → |
| *2015 | → | | | | *1800 |
| | ← | *2030 | | | |
| *2045 | → | | | *2100 | → |
| | ← | *2245 | | | *2200 |
| 2300 | → | | | | |
| | ← | 2330 | | | |

All times are departures

* Will run only if passengers request at either destination - Please use voicemail ext. 3323

Weekend & Holidays Passengers Only (Vehicles by special arrangement only)



United States Department of Homeland Security

Science and Technology Directorate
Office of Research and Development

Date: _____

Subject: Approval of Foreign Visitor

To: J. Cuciti, Physical Security Specialist

From: _____ (General Contractor)

Contract: _____ Contract No. _____

I am requesting the approval for _____ (Name of non-U.S. Citizen
Visitor) to visit PIADC on _____ (Date(s) of visit to PIADC)

Citizenship: _____

Country of Origin: _____

Date of Birth: _____

Position /Title of Visitor: _____

Organization Represented: _____

Purpose for the visit to PIADC: _____

Country to Issue Passport: _____

Passport Number: _____

Date of Issue: _____

Expiration Date: _____

Country of Visa Application: _____

Control Number: _____

Type of Visa: _____

Date of Issue: _____

Expiration Date: _____

Visa Sponsor's Name (Visa): _____

Address in U.S. While Visiting PIADC: _____

PIADC Sponsor: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
ARS & APHIS
PLUM ISLAND ANIMAL DISEASE CENTER

VISITOR AFFIDAVIT

I hereby certify that I have read and understand the requirements indicated below and, in consideration for being admitted to the Plum Island Animal Disease Center (PIADC), I consent to any quarantine and detention imposed and abide by the listed requirements.

(check one box)

I **WILL NOT** be entering biocontainment areas (Zones 2, 3 or 4) of PIADC.

No other restrictions on contact with animals will be required after leaving Plum Island, unless otherwise instructed by the Center Director or Safety Personnel.

I **WILL** be entering biocontainment areas (Zone 2, 3 or 4) of PIADC, **NOT** including diagnostic or animal rooms working with avian pathogens or birds.

As a result of such visit, I will avoid contact with cattle, sheep, goats, deer and other ruminants and swine, for a period of five (5) days after my last visit to containment areas. The places that I must avoid include: animal farms, sale barns, stockyards, animal laboratories, packing houses, zoos, various menageries and other animal exhibits such as fairs.

I **WILL** be entering biocontainment areas (Zones 2, 3 or 4) of PIADC, including diagnostic or animal rooms working with avian pathogens or birds.

As a result of such visit, I will avoid contact with cattle, sheep, deer and other ruminants, swine and pet birds or domestic poultry for a period of five (5) days after my last visit to containment areas. The places I must avoid include: animal farms, sale barns, stockyards, animal laboratories, packing houses, zoos, various menageries, pet birds, pet bird stores, commercial poultry establishments and other animal exhibits such as fairs.

In addition to the above, I will abide with the following rules and guidelines:

- I will be accompanied at all times by an authorized PIADC employee and will abide by all safety regulations brought to my attention by my escort.
- I will bring to and remove from the Island administrative areas (Zone 1) only those materials necessary for the visit as well as personal items.
- Any items that are to be used in containment areas (Zones 2, 3 and 4) must be decontaminated before removal from such areas. Cameras and photographic or video equipment must be approved in advance by the center Director or Safety Personnel.
- I consent that in the event of an emergency, the Center Director or Safety Officer may detain me on Plum Island pending accomplishment of necessary biological safety precautionary procedures. Personal items may be temporarily held on Plum Island for decontamination and substitute clothing will be provided in order that the visitor may leave the Island after completion of a decontamination shower. The retained clothing items will be returned as soon as possible.

Name (*print*): _____

Address: _____

Telephone No: Home: _____ Work: _____

Signature: _____ Date: _____

PIADC Visitor Application

I request permission for the following person(s) to visit Plum Island on: _____ thru _____:

| Name | US CITIZEN | COUNTRY OF CITIZENSHIP | COUNTRY OF ORIGIN | ARRIVAL TIME | DEPART TIME | NY/CT | ARRIVED AT PIADC |
|------|------------|------------------------|-------------------|--------------|-------------|-------|------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Purpose of Visit: _____
Company Name: _____ **Phone #:** _____
Address: _____

The visitor(s) will be in the following areas: (Please check the appropriate box)

| Area | Area | Area | Area |
|--------------------|----------------------|--------------|--------------|
| Building 101 – ARS | Building 101 - APHIS | Building 100 | Building 102 |
| Building 103 | Construction Site | Powerhouse | Other |

Vehicle Required: _____ (Contact Ext. 3200 for reservations)
 Vehicle Type: _____ Length: _____ Weight: _____ Load: _____
 Combustible: _____ Flammable: _____ Other: _____

Camera/Video Equipment Required: _____
 Purpose: _____ Camera: _____ Video: _____

I accept full responsibility for informing the above listed visitor(s) of the rules, regulations, and restrictions associated with their visit(s) to PIADC. I will provide escort for the visitor(s) during the visit(s)

Sponsor Signature: _____ **Date:** _____

Safety Use Only:

_____ Orientation Required _____ Serum Bank Required
 _____ Radiation / Biological Videos _____ PIADC Visitor Pass (3 MOS or Less)

Reviewed by: _____ **PIADC Security Officer** _____ **Date**

Approved: _____ **PIADC Safety Office** _____ **Date**

This application must be submitted 24 business hours prior to arrival of visitor(s)

SECTION 01200 - TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

PART A - GENERAL

1. WORK COVERED BY CONTRACT PRICE

1.1.1 The location of the work to be performed under these specifications is the jetty rehabilitation and revetment construction at Plum Island, New York.

1.1.2 The work consists of furnishing all plant, labor, material and equipment, in order to perform rehabilitation of the jetties and construction of a revetment, in strict accordance with the specifications and drawings for jetty rehabilitation and revetment construction for Plum Island, New York as described herein.

1.1.3 WORKING ON PLUM ISLAND. The Contractor should be aware that Plum Island is a restricted access area and due to the research performed in the labs located on the island, there are numerous rules and regulations concerning work on the island. The rules and regulations for performing work on the island are found in Paragraph H-54 of SECTION 0800 of the specifications. The Contractor, should thoroughly read all the rules and regulations concerning work on the island, and plan their work accordingly.

2. MOBILIZATION & DEMOBILIZATION (DEC 1985).

(a) All costs connected with the mobilization and demobilization of all the Contractor's plant and equipment will be paid for at the 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 at the work site. The remaining forty percent (40%) will be paid to the Contractor upon completion of demobilization.

(b) In the event the Contracting Officer and/or Representative considers that the amount in this item (60%), which represents mobilization and (40%) which represents

demobilization, 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 actual demobilization costs, as determined by the Contracting Officer and/or his Representative at the completion of demobilization, 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.

3. ORDER OF WORK.

The Contractor shall either arrange to have all land based equipment transported to Plum Island by DHS ferry or by himself. All transportation should be coordinated with DHS (POC: Charles Wenderoth at 631-323-3007) . Prior to commencement of work on the revetment the Contractor shall submit a plan to provide a ramp for moving equipment and material over the power cables to DHS for approval. There are two areas where rocks are located and may be broken on Plum Island. The first order of work for the Contractor is to sort, classify and stockpile in the designated staging areas, the existing stone for use as armor, underlayer and bedding stone for the revetment construction and the jetty rehabilitation. The sorting of the existing armor stone shall be performed to determine that sufficient quantities of each stone type (see Table in Paragraph 5.3.1 of Section 01200 for estimated quantities) are available to construct the revetment and rehabilitate the existing jetties. The Contractor shall sort the stone such that the stored rocks in the staging area near the DHS docks will be depleted during the duration of the project. After completion of the sorting the contractor shall commence to break the existing stone to be used as core material (bedding and underlayer) for the revetment. After completion of sorting of the existing stone, the contractor may commence transporting sufficient quantities of material to the rock storage area near the lighthouse to allow continuous work on the revetment to be undertaken. Prior to the

commencement of work on the revetment the contractor shall construct a ramp to allow movement of equipment and material over the power cables that come ashore south of the revetment work area, and prepare a work road by clearing debris and large rocks seaward of the bluff and using the small gravel size rocks shown on the contract drawings (if deemed necessary). Debris shall be removed from the island as specified. Large rocks moved during the road preparation may be moved seaward or broken for use as bedding/underlayer material. During the revetment construction, the Contractor may commence work on the jetties. Upon completion of sections of the revetment the Contractor shall plant beach grass as specified, of the Contractor may wait until a suitable growing season to plant all of the beach grass (see Section 02481 of the specs). Construction of the ramp and preparation of the roadway will be considered a part of Mobilization.

4. CONSTRUCTION FACILITIES.

4.1 General. Furnish and maintain loading, unloading, hauling, drainage, and such stone handling equipment and facilities as necessary for the conduct of operations. Lands available for use as a staging area for sorting and breaking stone and a staging area for the revetment construction, along with work area limits for the revetment and jetties, are shown on the drawings. Adequate signage shall be provided to inform the public that the staging areas are a work area and that hard hats are required, and all equipment shall be stored within these area after the daily completion of work. The contractor during the project duration shall make efforts to restrict the public from entering the work/staging areas. Location of any additional areas by the Contractor for his use shall be coordinated with the DHS and approved before use and a copy of each agreement with a landowner shall be furnished the Contracting Officer. Upon completion of the project the Contractor shall either arrange to have all land based equipment transported from Plum Island by DHS ferry or by himself after coordination with DHS. The Contractor will be responsible for restoring any work/staging areas and roadways (if damaged during stone transport) to at a minimum it's pre-construction condition.

4.2 Loading Facility and Temporary Dock(s) and Roadways. The

contractor shall coordinate with DHS the location of a temporary mooring and loading area for his barge during rehabilitation of the jetties. The work barge during all operations shall not restrict use of the channel and landing areas during loading of the stone and rehabilitation of the jetties. The contractor shall be responsible for performing any hydrographic surveys of the area to determine barge accessibility, although a condition survey of the area adjacent to the jetty/revetment is shown in the plans. Any dredging or improvements to the area to perform the work or for loading operations shall be included in the cost for mobilization & demobilization. The Contractor shall be responsible for obtaining any required permits, prior to performing any improvements to this area and if required the beach access roadway and work roadway. The contractor will be responsible for protection of all utilities in the loading, hauling and construction areas, and for coordinating this protection with DHS. The Contractor will comply with all US Coast Guard regulations and install and maintain any navigation aids required, and submit a plan for loading facilities and temporary dock(s) for approval 15 days prior to the start of construction of any facility to DHS. At the completion of operations, all facilities and roadways installed by the contractor in the loading area and work areas shall be removed unless otherwise directed by the Contracting Officer. The material from these facilities shall not be disposed of in the waters of the channel or ocean. The Contractor shall be responsible for any damages resulting from the construction and/or use of the loading facilities. At the completion of operations, the Contractor shall obtain a release from the property owners where the loading facility and temporary dock(s) are located, and submit the release to the Contracting Officer for review and approval, or perform a joint inspection with DHS and the COR prior to leaving the site. At the completion of operations, the area where the beach access roadway is constructed shall be restored to it's before project state.

4.3 During performance of the jetty repairs and the revetment construction, the Contractor shall plan on having his personnel transported to Plum Island on a daily basis, via the DHS ferry. During rehabilitation of the jetties, the Contractor may elect to leave any marine equipment in the Plum

Harbor area shown on the contract drawings, while still transporting personnel to and from the island via the DHS ferry. If a storm or rough weather approaches during the time period when the Contractor is harboring marine equipment at Plum Island, and if the storm or rough weather is to be believed to be of sufficient strength, as judged by Plum Island government personnel, the Contractor will be required to move all marine equipment out of the Plum Island Harbor area to a safe harbor on the mainland. The Contractor shall provide the location of the safe harbor in the required Safety Plan and Accident Hazard Analysis submission. In addition, during storm periods, the Contractor shall relocate the storage fuel tank and all equipment shall be relocated to a safe area (high elevation).

TECHNICAL SPECIFICATIONS

PART B - STONE

5. MATERIALS

5.1 Stone Weights.

5.1.1 General. The Contractor shall be responsible for weighing all stones used during the construction of the revetment and jetty rehabilitation.

5.1.2 Stone Weights. The Contractor shall have a scale(s) on site to accurately weigh all stones used during the revetment construction and the jetty rehabilitation. A properly accredited official shall certify the scales for accuracy. A certified Weigh Master shall operate the scales. Additional methods for determining the weight of the stone may be submitted to the Contracting Officer for his approval. Scales shall be recertified every six months, when they have been moved, or if any disturbance may have altered the accuracy. Scales shall have printers that indicate Gross, Tare and Net weights. The Certified Weigh Master shall sign this ticket. Tickets shall be tallied and provided daily to the Contracting Officer's Representative.

5.2 Stone.

The stone to be used during the project is located near the bulkhead on Plum Island and at north of the buildings on Plum Island as shown on the contract drawings. The majority of the stone was transported to Plum Island after removal from the rehabilitated breakwater at Sag Harbor, New York. The stone varies in size from 0.5-6 tons. The stone near the buildings were removed during various construction activities on the island, and vary in size and weight. Larger stones in this area may be used as toe material for the revetment construction.

5.3 Classification. The following classification table gives the required weights of armor stones in tons of 2,000 pounds and underlayer and graded stone in pounds based on a unit weight of not less than 175 lbs. per cubic foot.

5.3.1 Stone Classification Table.

| Armor Stone Estimated Class | Armor Stone Weight (tons) | | Required Gradation | Quantity |
|-----------------------------------|---------------------------|---------|--------------------|-----------|
| | Minimum | Maximum | | |
| A | 4.0 | 6.0 | 75% > 5 tons | Total |
| for | | | | |
| B | 3.0 | 4.0 | 75% > 3.5 tons | A,B,and C |
| C | 2.0 | 3.0 | 75% > 2.5 tons | = 5,540 |
| D | 3.0 | 6.0 | 75% > 4 Tons | |
| 7,260 | | | | |

It is noted than any existing armor stone in excess of the 6 ton maximum stone weight may be used for Class C and D requirements.

| Core Stone Underlayer Estimated Class | Underlayer Stone Weight (pounds) | | Required Gradation | Quantity |
|--|----------------------------------|---------|--------------------|-----------|
| | Minimum | Maximum | | |
| E | 420 | 780 | 75% > 600 pounds | Total for |
| F | 700 | 1300 | 75% > 1000 pounds | E,F 4,400 |

Bedding Stone

Bedding (Core) Stone Weight(pounds)

Estimated

| <u>Class</u> | <u>Minimum</u> <u>Quantity</u> | <u>Maximum</u> | <u>Required</u> <u>Gradation</u> | |
|--------------|-----------------------------------|----------------|----------------------------------|-------|
| G | 10 | 200 | 75% > 100 pounds | 1,430 |

Estimated Quantities are in tons.

5.3.2 Bedding Material. Bedding stone shall be free from silt, clay, organic material, debris or other unsuitable material. The required weight of the bedding stone is based on a unit weight of not less than 175 pounds per cubic foot. For all work the range of bedding stone weight is 10 pounds to 200 pounds with 75 percent greater than 100 pounds.

5.3.3 Breaking Stone. After sorting of the stockpile to ensure an adequate quantities of armor stone for the jetty rehabilitation and the revetment construction, all remaining stone shall be broken into core (underlayer and bedding) material size stone.

5.3.4 Handling Breakage. If any armor stone is broken in handling after being weighed for pay quantity determination, the broken pieces may be reclassified and placed in a lower weight class stone if it meets the requirements for the class stone.

6. STONE DISTRIBUTION.

All material to be deposited in the jetty/revetment shall be placed by means such as a crane or excavator to the required cross-section and as needed for the type of stone being placed. Material to be deposited below MLW may be placed by any means that will obtain the required cross-section and purpose of the stone. Rubber-tired equipment may be used for placement of the graded stone and bedding material in the structure where it is appropriate to do so.

6.1 Work to be Performed.

6.1.1 Revetment. The revetment work shall consist of excavating the existing bluff to grade, placement of geotextile material, and construction of the revetment as described and in accordance with the stone distribution shown on the plans, having one layer of Class "A", "B" and "C" armor stone (reducing the size of the armor stone in correlation with the height of the structure), one layer of Class "E" and "F" underlayer and Class "G" bedding stone. The toe of the structure shall consist of a 2-foot layer of bedding stone, one layer of Class "E" underlayer, and one layer of Class "A" armor stone (using the maximum size "A") allowed. During excavation for the toe of the revetment if a large stone is buried in the beach (not easily removed), after coordinating with the COR, the Contractor may be allowed to leave the large stone in place, and omit the placement of bedding, underlayer and geotextile material under it.

6.1.2 Jetty Reconstruction. Both the East and West jetties at the entrance to the ferry docking facilities shall be rehabilitated as shown on the drawings. The rehabilitation shall consist of overlaying Class "D" Armor Stone on top of the existing structure, to obtain a smooth and interlocked structural face having a crest elevation of +7 MLW, as stated in Section 9 - Tolerances.

7. STONE PLACEMENT.

7.1 Long Stone. All existing acceptable stones that have a long axis which exceeds twice either of its dimensions shall be placed with the long axis normal to the slope or crest at the location where the stone is placed. The surface stones of the outside layer shall consist of stone weighing not less than the average weight of its class. All stones in the outer layer shall be placed and arranged to secure maximum surface contact between adjacent stones in order to minimize void size, reduce movement of the stone and protect core stone. Continuous joints will not be permitted between adjoining stones.

7.2 Use of Existing Stones. The Contractor shall manipulate the existing stone so as to form a solid, continuous jetty/revetment structure.

7.3 Location and Quantity of Stone to be Placed. The location and quantities of stone to be placed are based on field surveys of July 2001 and January 2002, and subsequent field inspections. The Contractor should make his own determination based on conditions prevailing at the mandatory site visit. The Contractor's attention is directed to the fact that actual quantities required will depend on conditions prevailing at the time of construction.

7.4 Limits of Work. Before and during the course of work, the Contracting Officer's Representative may revise the limits of work classification areas based on the actual conditions at the time of construction.

8. PLACING EQUIPMENT.

All equipment for lifting shall be load tested. The equipment shall be capable of placing jetty/revetment stone in such a manner as to produce a well-keyed mass without damage to the stone. Stone placing equipment shall have adequate safety capacity to construct the jetty/revetment to the lines, grades, and slopes indicated on the drawings. If equipment is used on the jetty/revetment crests, mats are required. Temporary filling of voids with sand or stone will not be permitted. All placing equipment shall provide means of turning all stones placed above MLW at least 90 degrees in the horizontal plane and for vertical rotation, to the extent necessary for final positioning. A Government representative shall be permitted to ride the cab of the stone placing equipment in order to view the operation for positioning of individual stones. No stone shall be retrieved, placed, dropped or dumped from the bluff.

8.1 Stone Setter. The Contractor will have stone placement accomplished by a qualified stone setter having demonstrated experience, to the satisfaction of the Contracting Officer, in the construction of rubble-mound rock coastal structures.

9. TOLERANCES.

Jetty and revetment armor stone shall be placed to the lines and grades shown on the drawings. A tolerance of plus or minus 12 inches measured perpendicularly from the crests, slope lines and grades shown on the drawings for the jetty/revetment will be allowed for armor stone, except that exceeding a 9 inch tolerance will not be allowed in the exposed surface of adjacent stones. Upon completion of any portion of the work, the Contractor shall perform a survey on 20-foot centers to determine that the plus tolerance has not been exceeded. If the minus tolerance has been exceeded, the Contractor at his expense shall remove and replace the stone to be within the tolerance except stated in Section 00800 Paragraph H-29 . Resetting of the stone shall be to the same requirements for keying adjacent stones as the new construction. Results of the survey shall be provided in both electronic (AutoCad formatted files) and mylars and bond paper.

10. ACCEPTANCE SECTIONS.

10.1 Acceptance Sections. Completed work on the jetty and revetment will be accepted in sections as listed in the following table:

| <u>Acceptance Section</u> | <u>Description</u> | <u>Stations</u> |
|---------------------------|--------------------|-----------------|
| 1 | Revetment | Entire |
| | Revetment | |
| 2 | West Jetty | Entire Jetty |
| 3 | East Jetty | Entire Jetty |

10.2 Requirement for Land Surveyor. The Contractor shall employ a land surveyor licensed by the State of New York, experienced in both land and hydrographic surveying to take all required surveys. The Contractor shall also make any surveys for partial payment purposes upon request of the Contracting Officer.

10.3 Acceptance of Completed Sections. As soon as practicable after the completion of each of the above sections, the Contractor accompanied by the Contracting Officer, or his authorized representative, will perform a survey of the completed section. When a section is found to

be in a satisfactory condition it will be accepted finally. Any section damaged by the Contractor after final acceptance shall be repaired by him at his expense.

10.4 Reopening of Final Acceptance of Work. Final acceptance of the whole or part of the work and the deductions or corrections made thereon will not be reopened after having once been made, except on evidence of collusion, fraud or obvious error and acceptance of a completed section shall not change the time of payment of the retained percentage of the whole or part of the work.

11. QUALITY CONTROL.

The Contractor shall establish and maintain quality control on placement operations to assure compliance with contract requirements and maintain records of his quality control for all construction. A copy of the following records and Contractor tests, as well as the records of corrective actions taken, shall be furnished to the Government as directed by the Contracting Officer:

- a. Determination of proper gradation of stone by weight
- b. Control of stone placement by vertical and horizontal alignment to lines and grades indicated in the contract
- c. Records of all stones on-hand and placed to date
- d. Records of all loads that have been rejected
- e. Records of all quantity surveys performed
- f. Daily inspection reports of wire ropes

12. MEASUREMENT AND PAYMENT.

12.1 Measurement. The Contractor will take all before and after surveys using a licensed professional surveyor in the presence of the Contracting Officer's representative.

12.1.1 Measurement for new Class A, B, C, and D armor stone, Class E and F underlayer stone and Class G bedding stone will be the weight of the stone in tons of 2,000 pounds as determined by scale weights. Measurement will not be made for unsuitable stone. The estimated amounts of armor stone, underlayer stone, and bedding stone shown in the RFP schedule

were based upon stone weighing 175 pounds per cubic foot.

12.1.2 Measurement for existing debris, which is removed seaward of the revetment, stockpiled and taken to an acceptable disposal site off of Plum Island will be made jointly with the Contracting Officer's representative. In addition the debris shall include the removal of the existing concrete pad for the search light and the old piles and remnants of the cable crossing sign. The volume of debris will be determined by the number of full dumpsters taken off the Plum Island on a Cubic Yardage basis.

12.1.3 Measurement for the planting of beach grass on the bluff slope has been estimated from the contract drawing in square feet. Measurement for providing and placing geotextile fabric under the revetment stone will be measured for payment in place to the nearest square feet of protected area.

12.2 Payment. The quantity determined as provided above will be paid at the contract unit price per ton for:

- Item No. 0002AA - Transport, Classify, break and stockpile on site existing stone from staging/rock storage areas.
- Item No. 0003AA - Place sorted, classified and stocklied stone for Revetment.
- Item No. 0004AA - Place sorted, classified and stocklied stone for Revetment.

12.2.1 Mobilization and Demobilization - See Paragraph 2. of this specification section for payment requirements for mobilization and demobilization. Mobilization will include the construction of the ramp over the cable and the preparation of the access roadway.

12.2.2 Payment for the providing and placement of the geotextile fabric and the providing and planting of grass will be on a square feet basis.

12.2.3 Payment for the removal and disposal of the debris (including the concrete pad and remnants of the cable crossing sign will be on a cubic yard basis.

12.2.4 Prices and payments for the above listed items will constitute full compensation for furnishing all labor, equipment, and materials; and performing all work required to complete the satisfactory placement of stones in the jetty and revetment in accordance with the drawings and specifications.

SECTION 01351

SAFETY

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SECTION 01351

SAFETY

- 1. SAFETY:** Provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1, dated 3 September 1996 will be applied to all work under this contract. The reference manual may be obtained from the Contracting Officer's Representative (COR), at the job site or via the internet at www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm.
- 2. SAFETY MEETING:** The contractor will meet with representatives of the COR to discuss and develop a mutual understanding relative to the administration of the overall safety program. The time and place of the Safety Meeting will be determined at the Preconstruction Conference (Section 00800 H-27).
- 3. ACCIDENT PREVENTION PROGRAM:** **Four (4) copies of the contractor's Accident Prevention Plan shall be submitted at the Preconstruction Conference for review and acceptance by the COR.** The Accident Prevention Plan will be reviewed at the Safety Meeting, prior to the start of work. The accident prevention program shall be prepared in the format outlined in Appendix A of EM 385-1-1, "Minimum Basic Requirements for Accident Prevention Plan" (a portion of this Appendix is provided as Attachment H in section 00900), as per Contract Clause 52.236-13 "Accident Prevention (Nov 1991)." No work shall commence until the Accident Prevention Plan is accepted by the COR.
- 4. HAZARD ANALYSES:** Job hazard analyses containing all the information as required by figure 01351-1, EM 385-1-1 Figure 1-1 shall be fully completed and signed by an officer of the company and shall be included in the Accident Prevention Plan. The job hazard analyses will be reviewed for adequacy at least monthly by the contractor and noted as such on the Contractor's Quality Control Report.

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 |

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, Equipment, Navigation Block 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 equipment, navigation block or pipeline shall require submittal of a critical lift plan. The critical lift plan shall include or specify the following:
 - a) the crane or derrick operator, lift supervisor and rigger and their qualifications.
 - b) the exact size and weight of the load to be

lifted and all crane or derrick rigging components, including the anchor chain, and loading of pipeline, which adds to the weight.

- c) the lift geometry and procedures including the crane position, height of the lift; the load radius, and the boom length and angle for the entire range of the lift;
 - d) a rigging plan showing the lift points and describes rigging procedures and hardware requirements;
 - e) a description of the operating base (platform) condition and any potential list;
 - f) environmental conditions under which the lift operations are to be stopped; and,
 - g) coordination and communication requirements
- (2) The New York Safety Office Critical Lift Plan shall be completed by the contractor, signed by an officer of the company, and submitted to the Contracting Officer's Representative (COR) for acceptance prior to the lift.
- (3) Hanging anchors from single point mooring buoys shall not be permitted in any case unless written certification by a registered Professional Engineer (P.E.) is provided to the COR certifying that the design loading ability of the buoy topside, under-deck structure, and deck cleats are engineered to safely handle such loads.
- (4) All buoy mechanical systems (e.g. windlasses) shall be maintained in working order throughout the duration of the contract.

6. PROJECT SAFETY OFFICER: The Contractor will designate an employee as Site Safety Officer who is responsible for implementing and enforcing the Accident Prevention Plan. The site safety officer shall have the authority to suspend operational activities if the health and safety of personnel are endangered, and to suspend an individual from operational activities for infractions of the Accident Prevention Plan. The Contractor will submit a resume of the site safety officer outlining their training and experience

specific to construction safety and occupational health for acceptance by the COR prior to the start of work. The Site Safety Officer shall have completed a 40-hour OSHA compliance-based construction safety-training course.

7. ACCIDENT REPORTS: The contractor shall *immediately* report all accidents by telephone to the COR.

- a. The Contractor will provide an initial written report of the accident to the COR within 24 hours. The Contractor shall complete and submit ENG Form 3394 for all accidents involving lost work time, medical treatment, and/or property damage in excess of \$2000.00 within 48 hours of the accident.
- b. Daily records of all first aid treatment not otherwise reported shall be maintained at the job site and furnished to the designated authority upon request. Records shall also be maintained of all exposure and accident experience incidental to the work (OSHA Form 200 or equivalent as prescribed by 29 CFR 1904).
- c. The Contractor will maintain and provide the designated authority access to the project's Workers Compensation Claims Report that details the compensable accidents experienced on the project by the Contractor and Subcontractor.

8. MONTHLY EXPOSURE REPORTS: The Contractor shall submit to the COR no later than the first day of each month, a compilation of man-hours worked each month by the prime contractor and each subcontractor.

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

10. SUPPLEMENTAL TO SAFETY MANUAL: To supplement and emphasize the requirements of EM 385-1-1, the following is provided and shall be met as applicable.

- a. **Electrical Work:** Electrical work shall not be performed on or near energized lines or equipment unless specified in the plans and specifications.
 - (1) Upon request by the Contractor, arrangements will be made for de-energizing lines and equipment so that work may be performed. All outages shall be requested through the COR a minimum of 14 days, unless otherwise specified, prior to the beginning of the specified outages. Dates and duration will be specified.
 - (2) Upon approval of the COR, the following work may be performed with the lines energized using certified hot line equipment on lines above 700 volts, when the following conditions have been met.
 - a) Work below the conductors no closer than the clearance required in EM 385-1-1 from the energized conductors.
 - b) Setting and connection of new pre-trimmed poles in energized lines, which do not replace an existing pole.
 - c) Setting and removing transformers or other equipment on poles.
 - d) Installation or removal of hot line connectors, jumpers, dead-end insulators for temporary isolation, etc., which are accomplished with hot line equipment from an insulated bucket truck.
 - (3) The Contractor shall submit a plan, in writing, describing his/her method of operation and the equipment to be used on energized lines. Proper certification from an approved source of the safe condition of all tools and equipment will be provided with the plan. The work will be planned and scheduled so that proper supervision is maintained. Emergency procedures for disconnecting power in the event of an accident will be outlined in the plan. The Contractor will review his/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) Excavation 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 manufacturer'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. For excavations greater than 20 feet deep, sloping and benching or support systems shall be designed by a registered Professional Engineer. **At least one copy of the plans and specifications shall be maintained at the job site during excavation.** The contractor will ensure that the registered Professional Engineer is working within a discipline applicable to the excavation work; i.e. it would be inappropriate for an electrical engineer to approve shoring designed for an excavation.
- k. **Language:** For each group that has employees that do not speak English, the Contractor will provide a bilingual foreman that is fluent in the language of the workers. The contractor will implement the requirements of EM 385-1-1, 01.B through these foremen.

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

SECTION 01355

ENVIRONMENT PROTECTION

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SECTION 01355

ENVIRONMENTAL PROTECTION

1. SCOPE: This section covers the furnishing of all labor, material and equipment and performing all work required for the protection of the environment during construction operations except for those measures set forth in other Technical Provisions of these specifications.

2. REFERENCES:

- a. "Standard Methods for the Examination of Wastewater: Sixteenth Edition, 1985," published by American Public Health Association, 1015 Eighteenth Street, NW, Washington, D.C. 20036.
- b. "Ecological Evaluation of Proposed Discharge of Dredged Material Into Ocean Waters," Second Printing, 1978.
- c. National Air Quality Standards as set forth in the U.S. Code of Federal Regulations, Section 40 "Protection of Environment," parts 50 & 51, revised July 1, 1988.

3. GENERAL: For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, land, and noise pollution, and solid waste management. In order to prevent and to provide for abatement and control of any environmental pollution arising from the construction activities in the performance of this contract, the Contractor and his subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

4. NOTIFICATION OF NONCOMPLIANCE: The Contracting Officer and/or his Representative will notify the Contractor in writing of any non-compliance with the aforementioned Federal, State or local laws and regulations. Such notice, when delivered to the Contractor or his authorized Representative at the site of the work, shall be deemed sufficient for the purpose. The Contractor shall, after receipt of such notice, immediately inform the Contracting Officer and/or his Representative of proposed corrective

action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Contracting Officer and/or his Representative may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor.

5. SUBCONTRACTORS: Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

6. IMPLEMENTATION: Prior to commencement of the work the Contractor will:

- a. Submit in writing his proposals for implementing this section for environmental protection, if requested by the Contracting Officer and/or his Representative.
- b. Meet with Representatives of the Contracting Officer and/or his Representative to develop mutual understanding relative to compliance with his provisions and administration of the environmental protection program.

7. PROTECTION OF WATER RESOURCES:

- a. General: The Contractor shall not pollute the waters with trash, debris, fuels, oils, bitumens, calcium chloride, acids or other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, and Municipal laws concerning water pollution prevention. All work under this contract shall be performed in such manner that objectionable conditions will not be created in the waters through or adjacent to the contract areas.
- b. Spillages: At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, herbicides, and insecticides from entering the waters.

8. PROTECTION OF FISH AND WILDLIFE: The Contractor shall at all times perform all work and take such steps required to prevent interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows

or otherwise disturb native habitat adjacent to the project areas which in the opinion of the Contracting Officer and/or his Representative are critical to fish and wildlife. Fouling or pollution of water will not be permitted.

9. STATE WATER QUALITY CERTIFICATE: A copy of the New York State Water Quality Certificate is enclosed in Section 00900 - List of Documents, Exhibits and Other Attachments of these specifications. The Contractor is required to comply with all of the requirements as specified in the certificate.

10. MEASUREMENT AND PAYMENT:

- a. Measurement: No measurement as such will be made for work performed under this section.
- b. Payment: No separate payment will be made for the work covered under this Section and all costs in connection therewith will be included in the applicable contract price to which the work pertains.

SECTION 01451

INSPECTION AND ACCEPTANCE

CONTRACTOR QUALITY CONTROL

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SECTION 01451

INSPECTION AND ACCEPTANCE

CONTRACTOR QUALITY CONTROL

1. **GENERAL.** The contractor shall establish and maintain an effective quality control (QC) program in compliance with contract clause: "INSPECTION OF CONSTRUCTION" (FAR 52.246-12). The burden of contract compliance is placed on the Contractor and not assumed by the Government. The Contractor's QC program will not be accepted without question and the right to inspect or verify at any time is reserved by the Government.

2. **PRECONSTRUCTION CONFERENCE.** As soon as practicable, before the start of operations, 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 operations, the Contractor shall furnish his QC plan to the Contracting Officer or Contracting Officer's Representative for acceptance. Operations will be permitted to begin only after acceptance of the QC plan. The QC plan the Contractor proposes to implement shall include, as a minimum, the following:

- 1) A description of the quality management organization.
- 2) The number, classifications, qualifications, duties, responsibilities and authorities of personnel. A copy of the letter signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the system manager shall be furnished.

- 3) Procedures for testing placement area effluent (if required), and any other required samples.
 - 4) QC activities to be performed, including those of subcontractors if used to accomplish the work.
 - 5) Compliance inspections recorded on the Construction Quality Control Report, samples of which are attached.
 - 6) After acceptance of the QC plan, the Contractor shall notify the Contracting Officer or Contracting Officer's Representative in writing of any proposed change to his QC program. At any time it is determined that the QC program is not providing operations which conform to contract requirements, actions shall be taken by the Contractor to correct the deficient management.
- b. **Other Submittals.** Procedures for purchasing materials and equipment, subcontracting, and processing reports, samples and other submittals shall be developed. The procedures shall include the establishment of responsibilities to assure at each level adequate review and approval, timely delivery including verification procedures, and proper storage.
- c. **Quality Assurance.** Action shall be taken to ensure that only materials and equipment which comply with contract requirements are purchased and delivered to the job site, unless specific deviations are approved. All proposed deviations from contract requirements shall be submitted in writing to the Contracting Officer or Contracting Officer's Representative for approval.
- d. **Selection and Control.** The Contractor shall review the contract requirements and determine those submittals needed to assure compliance. Within five days after receipt of the notice to proceed, unless otherwise directed, the Contractor shall submit to the Contracting Officer or Contracting Officer's Representative for review and approval, in duplicate, a submittal control document (ENG Form 4288) listing and scheduling all submittal items required by the contract. ENG Form 4288 (see Section 00900) 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 work areas or 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 -J), 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. 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.

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GEOTEXTILES USED AS FILTERS
05/95

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

| | |
|-------------|---|
| ASTM D 123 | (2003) Textiles |
| ASTM D 4354 | (1999) Sampling of Geosynthetics for Testing |
| ASTM D 4355 | (2002) Deterioration of Geotextiles from Exposure to Light, Moisture and Heat in a Xenon-Arc Type Apparatus |
| ASTM D 4491 | (1999a) Water Permeability of Geotextiles by Permittivity |
| ASTM D 4533 | (1991; R 1996) Trapezoid Tearing Strength of Geotextiles |
| ASTM D 4632 | (1991; R 1996) Grab Breaking Load and Elongation of Geotextiles |
| ASTM D 4751 | (1999a) Determining Apparent Opening Size of a Geotextile |
| ASTM D 4833 | (2000e1) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products |
| ASTM D 4873 | (2002) Identification, Storage, and Handling of Geosynthetic Rolls and Samples |
| ASTM D 4884 | (1996) Strength of Sewn or Thermally Bonded Seams of Geotextiles |

U.S. ARMY CORPS OF ENGINEERS (USACE)

| | |
|----------------|---|
| EM 1110-2-1601 | (1994) Hydraulic Design of Flood Control Channels |
|----------------|---|

1.2 UNIT PRICES

1.2.1 Geotextiles

1.2.1.1 Payment

Payment will be made at the contract unit price and will constitute full compensation to the contractor for providing all plant, labor, material, and equipment and performing all operations necessary for the complete and satisfactory installation of the geotextile. The following items are included in the contract unit price for Geotextiles and will not be counted a second time in the process of determining the extent of geotextile placed: Material and associated equipment and operation used in laps, seams, or extra length; securing pins and associated material, equipment, and operations; and material and associated equipment and operations used to provide cushioning layer of sand or gravel or both to permit increase in allowable drop height of stone. No payment will be made for geotextiles replaced because of waste, contamination, damage, repair, or due to contractor fault or negligence.

1.2.1.2 Measurement

Installed geotextiles will be measured for payment in place to the nearest square feet of protected area as delineated in the drawings.

1.2.1.3 Unit of Measure

Unit of measure: square feet.

1.3 SUBMITTALS

SD-07 Certificates

Geotextile

Submit the manufacturer's certification of the geotextile material. All brands of geotextile and all seams to be used will be accepted on the basis of mill certificates or affidavits. Submit duplicate copies of the mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile. The mill certificate or affidavit shall attest that the geotextile meets the chemical, physical and manufacturing requirements stated in this specification.

1.4 SHIPMENT, HANDLING, AND STORAGE

1.4.1 Shipment and Storage

Only approved geotextile rolls shall be delivered to the project site. All geotextile shall be labeled, shipped, stored, and handled in accordance with ASTM D 4873. No hooks, tongs, or other sharp instruments shall be used for handling geotextile.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Geotextile

2.1.1.1 General

The geotextile shall be a woven pervious sheet of plastic yarn as defined by ASTM D 123. The geotextile shall equal or exceed the minimum average roll values listed in TABLE 1, MINIMUM PHYSICAL REQUIREMENTS FOR GEOTEXTILE. Strength values indicated in the table are for the weaker principal direction.

TABLE I

RECOMMENDED GEOTEXTILE STRENGTH REQUIREMENTS IN ENGLISH UNITS (1)

| GEOTEXTILE USE | STRENGTH REQUIREMENTS (MINIMUM VALUES) | | | |
|---|--|--|----------------------------------|------------------------------|
| | ASTM D 4632 TENSILE (lbs) | ASTM D 4355 ULTRAVIOLET DEGRADATION AT 500 HRS PERCENT | ASTM D 4833 PUNCTURE (lbs) | ASTM D 4533 TEAR (lbs) |
| RIPRAP SLOPE PROTECTION FILTER WITH GREATER THAN 4 INCHES BEDDING | 115 | 50 | 40 | 40 |

(1) Strength values are for the weaker principal direction.</p></div>

2.1.1.2 Geotextile Fiber

Fibers used in the manufacturing of the geotextile shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of polyolefins, polyesters, or polyamides. Stabilizers and/or inhibitors shall be added to the base polymer if necessary to make the filaments resistant to deterioration caused by ultraviolet light and heat exposure. Reclaimed or recycled fibers or polymer shall not be added to the formulation. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the edges. The edges of the geotextile shall be finished to prevent the outer fiber from pulling away from the geotextile.

2.1.2 Seams

The seams of the geotextile shall be sewn with thread of a material meeting the chemical requirements given above for geotextile yarn or shall be bonded by cementing or by heat. The sheets of geotextile shall be attached

at the factory or another approved location, if necessary, to form sections not less than 12 feet wide. Seams shall be tested in accordance with method ASTM D 4884. The strength of the seam shall be not less than 90 percent of the required grab tensile strength of the unaged geotextile in any principal direction.

2.1.3 Securing Pins

The geotextile shall be secured to the embankment or foundation soil by pins to prevent movement prior to placement of revetment materials. Other appropriate means to prevent movement such as staples, sand bags, and stone could also be used. Securing pins shall be inserted through both strips of overlapped geotextile along the line passing through midpoints of the overlap. Securing pins shall be removed as placement of revetment materials are placed to prevent tearing of geotextile or enlarging holes maximum spacing between securing pins depends on the steepness of the embankment slope. The maximum pins spacing shall be equal to or less than the values listed in TABLE 2, MAXIMUM SPACING FOR SECURING PINS. When windy conditions prevail at the construction site, the number of pins should be increased upon the demand of the Contracting Officer. Terminal ends of the geotextile shall be anchored with key trench or apron at crest, toe of the slope and upstream and downstream limits of installation.

TABLE 2
MAXIMUM SPACING FOR SECURING PINS

| EMBANKMENT | SPACING, feet |
|-----------------------|---------------|
| STEEPER THAN 1V ON 3H | 2 |
| 1V ON 3H TO 1V ON 4H | 3 |
| FLATTER THAN 1V ON 4H | 5 |

2.2 INSPECTIONS, VERIFICATIONS, AND TESTING

2.2.1 Manufacturing and Sampling

Geotextiles and factory seams shall meet the requirements specified in TABLE 1, MINIMUM PHYSICAL REQUIREMENTS FOR GEOTEXTILE.

2.2.2 Site Verification and Testing

Not Applicable.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

Surface on which the geotextile will be placed shall be prepared to a relatively smooth surface condition, in accordance with the applicable portion of this specification and shall be free from obstruction, debris, depressions, erosion feature, or vegetation. Any irregularities will be

removed so as to insure continuous, intimate contact of the geotextile with all the surface. Any loose material, soft or low density pockets of material, will be removed; erosion features such as rills, gullies etc. must be graded out of the surface before geotextile placement.

3.2 INSTALLATION OF THE GEOTEXTILE

3.2.1 General

The geotextile shall be placed in the manner and at the locations shown. At the time of installation, the geotextile shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage.

3.2.2 Placement

The geotextile shall be placed with the long dimension perpendicular to the shoreline and laid smooth and free of tension, stress, folds, wrinkles, or creases. The strips shall be placed to provide a minimum width of 12 inches of overlap for each joint. The placement procedure requires that the length of the geotextile be approximately 15 percent greater than the slope length. The Contractor shall adjust the actual length of the geotextile used based on initial installation experience. Temporary pinning of the geotextile to help hold it in place until the bedding layer is placed shall be allowed. The temporary pins shall be removed as the bedding is placed to relieve high tensile stress which may occur during placement of material on the geotextile. Design protection of riprap should be in compliance with EM 1110-2-1601. Trimming shall be performed in such a manner that the geotextile shall not be damaged in any way.

3.3 PROTECTION

The geotextile shall be protected at all times during construction from contamination by surface runoff and any geotextile so contaminated shall be removed and replaced with uncontaminated geotextile. Any damage to the geotextile during its installation or during placement of bedding materials shall be replaced by the Contractor at no cost to the Government. The work shall be scheduled so that the covering of the geotextile with a layer of the specified material is accomplished within one 1 calendar days after placement of the geotextile. Failure to comply shall require replacement of geotextile. The geotextile shall be protected from damage prior to and during the placement of riprap or other materials. Before placement of riprap or other materials, the Contractor shall demonstrate that the placement technique will not cause damage to the geotextile. In no case shall any type of equipment be allowed on the unprotected geotextile.

3.4 PLACEMENT OF CUSHIONING MATERIAL

Placing of cushioning material shall be performed in a manner to insure intimate contact of the geotextile with the prepared surface and with the cushioning material. The placement shall also be performed in a manner that shall not damage the geotextile including tear, puncture, or abrasion. On sloping surfaces the cushioning material shall be placed from the bottom of the slopes upward. During placement, the height of the drop of riprap material shall not be greater than 12 inches. Any geotextile damaged beneath the cushioning material shall be uncovered as necessary and replaced at no cost to the Government.

3.5 OVERLAPPING AND SEAMING

3.5.1 Overlapping

The overlap of geotextile panels shall be 12 inches. Appropriate measures will be taken to insure required overlap exists after cushion placement.

3.5.2 Sewn Seams

High strength thread should be used such that seam test should conform to ASTM D 4884. The thread shall meet the chemical, ultraviolet, and physical requirements of the geotextile, and the color shall be different from that of the geotextile. The seam strength shall be equal to the strength required for the geotextile in the direction across the seam. Overlapping J-type seams are preferable over prayer-type seams as the overlapping geotextile reduces the chance of openings to occur at the seam. Double sewing shall be used specially for field seams to provide a safety factor against undetected missed stitches.

3.6 FIELD TESTING

Not Applicable.

-- End of Section --

SECTION 02481

BEACH GRASS

1. MATERIALS: Plants (springs) Shall be as follows:

1.1 Quality: Plants for sprigging shall be healthy living stems and rhizomes without adhering soil. They shall be dug from the supply area with spades, shovels or by approved mechanical means. Clumps shall be subdivided and each piece shall retain sufficient nodes to become easily established. Dead husks or other deteriorious material covering the root system shall be removed before planting. During digging and handling operations, the plants shall be protected from sun, wind, freezing weather and from drying out by wrapping bundles of plants in burlap or other approved material, which has been saturated with fresh water. If planting is not performed within 24 hours after digging, the plant bundles shall be healed-in and moistened with fresh water. Water shall be free from impurities injurious to vegetation. Plants shall be Cape American Beach Grass (*ammophila breviligulata*) and shall be picked in clumps or clusters. Each clump or cluster shall be separated into transplants with three stems (culms) each. Transplants may not have roots, though a basal node should be present on each stem from which roots will develop after planting.

1.1 Source: Plants shall be obtained from sources certified by the Soil Conservation Service of the U.S. Department of Agriculture.

1.3 Guarantee: The inspection of one or more bundles, selected at random from each delivery, shall constitute a representative sample of the delivery. At the time of planting, any plants or sprigs showing signs of having dried out or which are not viable will be rejected and the Contractor shall make replacement at no additional cost.

1.4 Fertilizer: Fertilizer shall consist of a mixed 10-10-10 granular or pelletized agricultural type commercial grade. It does not need to be a costly, slow release material.

2. METHODS

2.1 Sprigging shall be performed as directed by the Contracting officer. No sprigging shall be done when the soil is frozen, or when conditions are such by reason of drought, high winds, or excessive moisture that unsatisfactory results would occur. No sprigging shall be done within 10 days of sand fill placement in any given area.

2.2 Planting Sprigs: Planting of sprigs shall be placed by hand or by approved planting machine. The sprigs shall be planted in holes or furrows 8 to 10 inches deep and shall be

spaced not more than 18 inches apart in staggered rows and files. If placed by hand, the holes shall be dug to sufficient size to provide for the normal spread of the plant roots and to permit the plants to be covered to their crowns. The interval between planting and backfilling and proper compaction of the earth shall not exceed twenty minutes. If planted by a foot-operated dibble, the holes shall be immediately backfilled. No planting shall be done in the months of June, July and August.

2.3 Fertilizers: After planting the beach grass, the fertilizer shall be broadcast at the rate of 250 pounds per acre during April and early May of the year while the plants are still dormant. Fertilizer should be applied when winds are calm (less than four miles per hour) and foliage is dry (no dew, rain or spray on leaves). Exceeding this rate may damage (burn) plants.

3. MAINTENANCE AND REPAIR: The Contractor shall maintain the sprigged areas until final acceptance of the project. Before final acceptance of the project area by the Contracting Officer, areas of total plant mortality or localized areas with less than 10 percent survival shall be resprigged at the Contractor's expense.

4. MEASUREMENT AND PAYMENT

4.1 Measurements: The quantity to be paid for will be the total number of square yards, measured after completion, planted in accordance with the plans and specifications.

4.2 Payment for sprigging and fertilizing will be made at the unit price per square yard for Beach Grass Planting.

- End of Section -